



236 THIRD STREET
GREENPORT, NY 11944

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www.villageofgreenport.org

MAYOR
KEVIN STUESSI
EXT 215

TRUSTEES
MARY BESS PHILLIPS
DEPUTY MAYOR

PATRICK BRENNAN

LILY DOUGHERTY-
JOHNSON

JULIA ROBINS

TREASURER
ADAM BRAUTIGAM
EXT. 217

VILLAGE CLERK
CANDACE HALL
EXT 214

July 24, 2025 - 6:00pm
Mayor and Board of Trustees – Regular Session Meeting
Greenport Firehouse
Third Street, Greenport, NY 11944

MOTION TO OPEN MEETING

PLEDGE OF ALLEGIANCE

MOMENT OF SILENCE

Captain Joseph “Joe” Angevine III
Clifford H. Utz
John M. “Jack” Speyer
Patricia Ann Barszczewski
Nancy A. Paulos

PUBLIC HEARING(S)

Public hearing regarding the Wetlands Permit Application from Lisa Gillooly and Tony Spiridakis, submitted by David Bergen, as agent for the property located at 178 Stirling Street, Greenport, NY 11944, SCTM # 1001-02-03-15. The public hearing remained open from the July 17, 2025 Work Session meeting.

PUBLIC COMMENT

RESOLUTIONS**RESOLUTION # 07-2025-2**

RESOLUTION adopting the July, 2025 agenda as printed.

RESOLUTION # 07-2025-3

RESOLUTION accepting the monthly reports of the Greenport Fire Department, Village Administration, Village Treasurer, Village Clerk, Village Attorney, Mayor and Board of Trustees.

VILLAGE TREASURER**RESOLUTION # 07-2025-4**

RESOLUTION authorizing Treasurer Brautigam to perform attached budget amendment #6535, to appropriate general fund reserves to fund the repair of the Mitchell Park Carousel and directing that budget amendment #6535 be included as part of the formal meeting minutes of the July 24th 2025 meeting of the Board of Trustees.

RESOLUTION # 07-2025-5

RESOLUTION authorizing Treasurer Brautigam to perform attached budget transfer #6537, to reallocate funds from the Transmission Rights expense line to the Repair of Generator expense line, and directing that budget amendment #6537 be included as part of the formal meeting minutes of the July 24th 2025 meeting of the Board of Trustees.

RESOLUTION # 07-2025-6

RESOLUTION authorizing Treasurer Brautigam to perform attached budget transfer #6533, to reallocate funds from the Recreational Administration Personnel expense line to the Law contractual expense line, and directing that budget amendment #6537 be included as part of the formal meeting minutes of the July 24th 2025 meeting of the Board of Trustees.

RESOLUTION # 07-2025-7

RESOLUTION approving the attendance of Treasurer Brautigam to the annual NYCOM training conference, to be held from September 14th through September 19th, 2025 in Lake Placid, New York, with a conference fee of \$570.00, and lodging not to exceed \$254.00 per night, plus all applicable travel and meal costs in accordance with the Village of Greenport Travel Policy; to be expensed from account number A.1325.400 (Treasurer Contractual Expense).

VILLAGE CLERK**RESOLUTION # 07-2025-8**

RESOLUTION authorizing the Village of Greenport to conduct a lottery to award a maximum of fifteen (15) deer hunting permits, by bow and arrow only, as per New York State hunting regulations, in the designated zones of Moore's Woods. Lottery submissions will be accepted at Village Hall from August 1, 2025 through September 30, 2025. Hunting season begins October 1, 2025 through January 31, 2026, and further approving any and all revised Village of Greenport rules overall for the Deer Management Program.

RESOLUTION # 07-2025-9

RESOLUTION ratifying the hiring of Josephine Dortehea Kruk as a part-time Park Attendant 1 to work at the Village of Greenport Carousel and Mini Railroad, at a pay rate of \$16.50 per hour, effective, June 21, 2025.

RESOLUTION # 07-2025-10

RESOLUTION ratifying the hiring of Melissa Amedon as a part-time Park Attendant 1 to work at the Village of Greenport Carousel, at a pay rate of \$16.50 per hour, effective, July 21, 2025.

RESOLUTION # 07-2025-11

RESOLUTION ratifying the hiring of Nelson Shedrick as a part-time Park Attendant 1 to work at the Village of Greenport Carousel and Mini Train, at a pay rate of \$16.50 per hour, effective, June 21, 2025.

RESOLUTION # 07-2025-12

RESOLUTION ratifying the hiring of Henry Alexander Chapeton as a part-time Recreation Aid to work at the Village of Greenport Summer Camp at a pay rate of \$16.50 per hour, effective June 30, 2025.

RESOLUTION # 07-2025-13

RESOLUTION approving the attendance of Clerk Hall to the annual NYCOM training conference, to be held from September 14th through September 19th, 2025 in Lake Placid, New York, with a conference fee of \$570.00, and lodging not to exceed \$254.00 per night, plus all applicable travel and meal costs in accordance with the Village of Greenport Travel Policy to be expensed from account number A.1410.400 (Clerk Contractual Expense).

RESOLUTION # 07-2025-14

RESOLUTION hiring of Paul E. Parks III as a full-time Laborer (Wastewater Treatment Plant Helper), at a pay rate of \$20.60 per hour, effective August 1, 2025. All health insurance and other full-time employment benefit provisions specified in the current contract between the Village of Greenport and CSEA Local 1000 apply to this hiring, as does the standard twenty-six-week Suffolk County Civil Service probationary period.

RESOLUTION # 07-2025-15

RESOLUTION to adopt the following Village HR Policies (2025 draft and revisions):

- Employee Exit Policy
- Expression of Breast Milk in the Workplace Policy
- Equal Employment Opportunity
- Americans with Disabilities Act Policy

RESOLUTION # 07-2025-16

RESOLUTION approving an annual salary increase of 4% for Deputy Village Clerk Jeanmarie Oddon, effective July 23, 2025.

RESOLUTION # 07-2025-17

RESOLUTION to approve Mayor Stuessi signing the renewal contract between the Village of Greenport and McBride Consulting & Business Development Group.

RESOLUTION # 07-2025-18

RESOLUTION to approve the Public assembly application received from Reverend Wimberly on behalf of the Long Island district AME Zion Church to host a church service and church meeting at 5th/6th Street Beach on August 23, 2025 between 8:00am-2:00pm.

RESOLUTION # 07-2025-19

RESOLUTION to approve the Public assembly application received from the Greenport Fire Department to host a department picnic at 6th Street Beach on Saturday, August 30, 2025 from 9:00am-5:00pm (including the set up and clean up of the event).

RESOLUTION # 07-2025-20

RESOLUTION to approve the Public assembly application received from Jefferson Temple COGIC Church to host a church service, baptism and picnic at 6th Street Beach on Sunday August 10, 2025 from 9:00am-5:00pm.

RESOLUTION # 07-2025-21

RESOLUTION to approve the Public assembly application received from Reverend Wimberly on behalf of Clinton Memorial AME Zion Church to host a worship service and picnic at 5th/6th Street Beach on Sunday, September 14, 2025 from 8:00am-2:00pm.

RESOLUTION # 07-2025-22

RESOLUTION to approve the Public assembly application received from Arlene Klein on behalf of the Paul Drum Life Experience Project to host an event (Annual FunFest) at Mitchell Park in collaboration with Southold Police Department on Wednesday, August 6, 2025 from 10:00am – noon. The applicant is requesting a waiver of the \$250.00 application fee.

RESOLUTION # 07-2025-23

RESOLUTION to approve the Public assembly application received from Arlene Klein on behalf of the Paul Drum Life Experience Project to host an event at Mitchell Park in collaboration with Greenport Fire Department on Wednesday, August 27, 2025 from 10:00am – noon. The applicant is requesting a waiver of the \$250.00 application fee.

RESOLUTION # 07-2025-24

RESOLUTION approving the Public Assembly Permit application submitted by Kim Loper of Harbor Pet to host the North Fork Dog Dock Diving Weekend at the polo grounds on June 6, 2026 and June 7, 2026 from 9:00am-5:00pm. This family-friendly event will have an entry fee and is scheduled to include food trucks and beverage vendors.

RESOLUTION # 07-2025-25

RESOLUTION authorizing the suspension of the open container law of the Village of Greenport, per Sections 35-3B and 35-3C of the Greenport Village Code. Allowing vendors to sell craft beer and local wine, within the festival parameters outlined on the application submitted by Kim Loper of Harbor Pet to host the North Fork Dog Dock Diving Weekend at the polo grounds on June 6, 2026 and June 7, 2026 from 9:00am-5:00pm.

RESOLUTION # 07-2025-26

RESOLUTION to approve the Public assembly application received from Destiny Salter on behalf of The North Fork Kid Connect Inc. to host a Community BBQ and outdoor movie from 2:00 – 9:30pm on Saturday, August 16, 2025 (rain date Sunday, August 17, 2025) at 5th/6th Street Beach.

RESOLUTION # 07-2025-27

RESOLUTION approving the Public Assembly Application received from The Greenport Rotary for the Annual Halloween Train Ride to take place at the Village Mini Train on October 24, 25 and 31 2025 from 6:30-10:30pm.

RESOLUTION # 07-2025-28

RESOLUTION to amend the previously approved Resolution 01-2025-35 for the Public Assembly Permit Application submitted by the East End Seaport Museum. The Applicant requested the road closure to begin at 8:00 AM on Saturday September 20, 2025 and Sunday, September 21, 2025.

RESOLUTION # 07-2025-29

Resolution to approve the public assembly application received from Tyler Hauser on behalf of BEST FRNDS Studios to host a Community End of Season Event and Market at the Village Skate Park on August 23, 2025 from 1:00pm-8:00pm with a rain date of August 30, 2025.

RESOLUTION # 07-2025-30

RESOLUTION- Approving the attached "card only" policy for the Village of Greenport Carousel.

MAYOR AND TRUSTEES**RESOLUTION # 07-2025-31**

RESOLUTION TO SCHEDULE LOCAL LAW HEARING WHEREAS, the Board of Trustees has received and reviewed a copy of a proposed local law to amend Chapter 150 of the Village Code to provide clarification relative to the authorization of apartment dwelling units as permitted uses in the CR Retail Commercial District (the "Proposed Law").

NOW, THEREFORE, BE IT RESOLVED, that the Board of Trustees will hold a public hearing on Thursday, August 21, 2025, at 6:00 p.m. at the Third Street Fire Station, Third and South Streets, Greenport, New York 11944, to hear all interested parties regarding the adoption of the Proposed Law, and directs the Village Clerk to post and publish notice as required by law.

RESOLUTION # 07-2025-32

RESOLUTION AUTHORIZING EXTENSION OF SANDY BEACH SEWER DISTRICT WHEREAS, the owners of properties in the area located on Sandy Beach Road, Beach Road and Beach Street ("Sandy Beach Community"), have requested the Village to extend the wastewater main of the Village of Greenport Wastewater Treatment Plant to the Sandy Beach Community (the "Main") and to provide Owner access to tie into the Main ("Sewer Access"), and WHEREAS, the owners of the properties listed here have entered into a sewer connection and easement access agreement (the "Agreement") in 2022, which Agreement provided the Village with an easement across the property of the Owner in order to design and construct a sewer connection from the respective owners properties to the Greenport Village Sewer System, and WHEREAS, the agreement set forth certain obligations of the respective owners and the Village for the payment and return of monies, with dates by which those monies should be paid or returned, and

WHEREAS, the owners and the Village previously agreed to extend the dates by which the various steps in the agreement are to take place including extending the time within which the Village is obligated to return monies paid to the owners due to the additional time that the underlying project and approvals are taking,

NOW, THEREFORE, BE IT RESOLVED, that the Board agrees to a further extension agreement providing for repayment to the owners based on the passage of certain milestones, including the finalization of the Safe Harbor agreement and notification that the work has been commenced and authorizes the Mayor to execute the extension agreement with respect to the following properties and owners:

| | |
|-----------------------|---|
| 2 Bay Road | Donna Abrams & Michael Corso |
| 103B Sandy Beach Road | Alan & Barbara Edwards Delsman |
| 1700 Beach Road | Tod Hart |
| 1 Sandy Beach Road | Mike Mapes, Lynne Stepnoski |
| 2 Sandy Beach Road | Jeff & Joanne Wachenfeld |
| 3 Sandy Beach Road | Scott & Diane Wachenfeld |
| 4 Sandy Beach Road | Helen & Joe Corso |
| 96 Beach Road | Rich & Laura Jen McGrath |
| 77 Beach Road | Pete Sideris |
| 5 Sandy Beach Road | Arleen Buckley |
| 6 Sandy Beach Road | Kevin Cicotte & Jess Cusumano |
| 7 Sandy Beach Road | Susan Edwards |
| 8 Sandy Beach Road | Nancy Pope |
| 9 Sandy Beach Road | Betzie & John McCreary |
| 10 Sandy Beach Road | Ingrid Young |
| 12 Sandy Beach Road | George Sucich |
| 13 Sandy Beach Road | Ann Fenichel & Frank Murphy |
| 14 Sandy Beach Road | Robert "Bob" Muller and Courtney and Marshall Leonard |
| 15 Sandy Beach Road | Marnie Jeney and Jane Schenck |
| 16 Sandy Beach Road | Lenore Buckley & John Roberts |
| 17 Sandy Beach Road | Alex & Peter Marx and Lucia Tasker |
| 18 Sandy Beach Road | Heidi Lieblich, Paul Lieblich |
| 19 Sandy Beach Road | Paula Casey |
| 20 Sandy Beach Road | Paula Casey |
| 21 Sandy Beach Road | PJ Parson & Annika Sten Parson |
| 24 Sandy Beach Road | Lauren Sokolowski & Mike Milano |
| 25 Sandy Beach Road | Paul & Eileen Elliott |
| 26 Sandy Beach Road | Marilyn Raines, David Raines, Robert Raines and Paula Casey |

RESOLUTION # 07-2025-33

RESOLUTION TO AUTHORIZE APPLICATION TO DEPARTMENT OF STATE FOR LWRP FUNDING WHEREAS, New York State, through the Department of State (DOS), has made available funds as part of its 2025 grant program in connection with local waterfront revitalization programs (LWRP) and the Village seeks to obtain funding through this program,

NOW, THEREFORE BE IT RESOLVED that the Village authorizes the submission of an application with DOS seeking LWRP funding of up to \$275,000, with a corresponding match using Village funds of not more than

25%, and also authorizes the Mayor to sign any documents necessary for the submission of the application.

RESOLUTION # 07-2025-34

RESOLUTION AUTHORIZING SUPPORT FOR FUNDING WHEREAS, the East End Seaport Museum is applying to Empire State Development (ESD) for tourism funding for the Bug Lighthouse Rockpile Stabilization and Pier Reconstruction project (Project Funding) to emphasize the project's connection to local tourism, and

WHEREAS, the Village is in support of funding application,

NOW, THEREFORE, BE IT RESOLVED that the Board authorizes the Mayor to submit a letter of support to ESD for the Project Funding.

RESOLUTION # 07-2025-35

RESOLUTION TO REQUEST TOWN BOARD SUPPORT FOR LIFHP PROGRAM APPLICATION WHEREAS, the Village understands that the Town of Southold is applying for a Long Island Housing Forward Program (LIFHP) award,

NOW, THEREFORE BE IT RESOLVED that the Board authorizes the Mayor to provide written support, as deemed appropriate, including submitting any supporting written document to the Empire State Development (ESD) in connection with the Town's application, relative to Village owned and privately owned properties within the Greenport hamlet.

RESOLUTION # 07-2025-36

RESOLUTION TO AUTHORIZE APPLICATION FOR LIFHP PROGRAM FOR TECHNICAL ASSISTANCE WHEREAS, New York Empire State Development has (ESD) authorized the Long Island Housing Forward Program (LIFHP) to assist municipalities across Nassau and Suffolk Counties to address barriers to housing development and enhance affordability by focusing on adding new multifamily housing in downtown centers to create vibrant, walkable communities, and

WHEREAS, LIFHP is a technical assistance program, wherein ESD directly funds select predevelopment activities from a designated list of services to help municipalities advance multifamily housing development on priority sites and LIFHP provides municipalities with expert support based on their specific needs and local conditions, and

WHEREAS, the Village is an eligible applicant for LIFHP and if awarded to the Village the LIFHP services will be provided at no cost,

NOW, THEREFORE, BE IT RESOLVED that the Village authorizes the submission of a letter of intent and a consolidated funding application, to seek an LIFHP technical services award.

VOUCHER SUMMARY**RESOLUTION # 07-2025-37**

RESOLUTION approving all checks per the Voucher Summary Report for Fiscal Year 2024 / 2025 dated July 22, 2025 in the total amount of \$31,905.22 consisting of:

- o All regular checks in the amount of \$31,905.22 and
- o All prepaid checks (including wire transfers) in the amount of \$0.00.

RESOLUTION # 07-2025-38

RESOLUTION approving all checks per the Voucher Summary Report for Fiscal Year 2025/2026 dated July 22, 2025 in the total amount of \$2,107,309.23 consisting of:

- o All regular checks in the amount of \$1,995,189.33 and
- o All prepaid checks (including wire transfers) in the amount of \$112,119.90.

VILLAGE OF GREENPORT**Budget Adjustment Form**

Year: 2025 Period: 5 Trans Type: B1 - Transfer Status: Batch
Trans No: 6533 Trans Date: 06/25/2025 User Ref: ADAM
Requested: A. BRAUTIGAM Approved: Created by: ADAM 06/25/2025
Description: TO TRANSFER REC ADMIN PERSONNEL EXPENSE TO LEGAL COUNSEL EXPENSE Account # Order: No
Print Parent Account: No

| Account No. | Account Description | Amount |
|---------------|--|------------|
| A.7020.100 | RECREATIONAL ADMINISTRATION.PERSONNEL SERVICES | -15,373.50 |
| A.8030.400 | ZONING/PLANNING LEGAL EXPENSE.. | 3,245.00 |
| A.1420.400 | LAW.CONTR EXP.. | 12,128.50 |
| Total Amount: | | 0.00 |

VILLAGE OF GREENPORT**Budget Adjustment Form**

Year: 2026 Period: 7 Trans Type: B2 - Amend Status: Batch
Trans No: 6535 Trans Date: 07/10/2025 User Ref: ADAM
Requested: A. BRAUTIGAM Approved: Created by: ADAM 07/10/2025
Description: TO COVER REPAIRS AT THE CAROUSEL
Account # Order: No
Print Parent Account: No

| Account No. | Account Description | Amount |
|---------------|---------------------------|------------|
| A.5990 | APPROPRIATED FUND BALANCE | -35,138.01 |
| A.7312.401 | CAROUSEL EXPENSE | 35,138.01 |
| Total Amount: | | 0.00 |

VILLAGE OF GREENPORT**Budget Adjustment Form**

Year: 2026 Period: 7 Trans Type: B2 - Amend Status: Batch
Trans No: 6536 Trans Date: 07/11/2025 User Ref: ADAM
Requested: A. BRAUTIGAM Approved: Created by: ADAM 07/11/2025
Description: TO APPROPRIATE GENERAL FUND RESERVES TO FUND UP TO A 25% SHARE OF THE NYS DOS 25-LWRP-9 RFA GRANT, NOT TO EXCEED \$75,000
Account # Order: No
Print Parent Account: No

| Account No. | Account Description | Amount |
|----------------------|---------------------------|-------------|
| A.5990 | APPROPRIATED FUND BALANCE | -75,000.00 |
| A.1990.400 | CONTINGENT ACCOUNT.. | 75,000.00 |
| Total Amount: | | 0.00 |

VILLAGE OF GREENPORT**Budget Adjustment Form**

Year: 2026 Period: 7 Trans Type: B1 - Transfer Status: Batch
Trans No: 6537 Trans Date: 07/11/2025 User Ref: ADAM
Requested: A. BRAUTIGAM Approved: Created by: ADAM 07/11/2025
Description: TO COVER EXPENSES ASSOCIATED WITH THE REPAIR OF THE GENERATOR
AT THE POWER PLANT Account # Order: No
Print Parent Account: No

| Account No. | Account Description | Amount |
|---------------|----------------------|------------|
| E.0781.405 | TRANSMISSION RIGHTS | -38,048.87 |
| E.0715.320 | REPAIR - GENERATOR.. | 38,048.87 |
| Total Amount: | | 0.00 |

VILLAGE OF GREENPORT

Budget Adjustment Form

Year: 2026 Period: 7 Trans Type: B2 - Amend Status: Batch
Trans No: 6536 Trans Date: 07/11/2025 User Ref: ADAM
Requested: A. BRAUTIGAM Approved: Created by: ADAM 07/11/2025
Description: TO APPROPRIATE GENERAL FUND RESERVES TO FUND UP TO A 25% SHARE OF THE NYS DOS 25-LWRP-9 RFA GRANT, NOT TO EXCEED \$75,000
Account # Order: No
Print Parent Account: No

| Account No. | Account Description | Amount |
|---------------|---------------------------|-------------|
| A.5990 | APPROPRIATED FUND BALANCE | -275,000.00 |
| A.1990.400 | CONTINGENT ACCOUNT.. | 275,000.00 |
| Total Amount: | | 0.00 |

Local Law of 2025

A local law to amend chapter 150, entitled "Zoning", of the Village Code to clarify apartment dwelling units as permitted uses in the CR Retail Commercial District.

Section 1. The prefatory sentence in Section 150-18 of the Village Code is hereby amended to read as follows:

"Except with respect to buildings containing apartment dwelling units in the CR District, which dwelling units are specifically permitted in accordance with §150-9(A)(11), and are subject to bulk regulations set forth in §150-12, multifamily dwellings shall comply with the following standards:"

Section 2. A new definition is added to Section 150-2, to read as follows:

"APARTMENT DWELLING UNIT

A self-contained housing unit within a larger building, containing in such unit living, sleeping, cooking and sanitation facilities, for occupancy by one or more individuals living together.

Section 3. Any local law or provision of the Code of the Village of Greenport in conflict with this local law is hereby repealed to the extent of such conflict, except that such repeal shall not affect or prevent the prosecution or punishment of any person for any act done or committed in violation of such local law, ordinance or resolution prior to the effective date of this local law.

Section 4. If any clause, sentence, paragraph, section, article, or part of this local law shall be adjudged to be invalid by any court of competent jurisdiction, such judgment shall not affect, impair or invalidate any other part of this local law, or the remainder thereof, but shall be confined in its operation to the clause, sentence, paragraph, section, article, or part thereof directly involved in the controversy in which such judgment shall have been rendered.

Section 5. This local law shall take effect immediately upon adoption and filing pursuant to the Municipal Home Rule Law.

Card Payment Only Policy

Effective Date: 05/01/2025

At The Village of Greenport Carousel, we are committed to providing a smooth, secure, and efficient payment experience for all our customers. In line with this commitment, we have made the decision to accept **cards only** for all transactions and will no longer accept cash as a form of payment.

Policy Details:

- **Accepted Payment Methods:** We currently accept all major credit cards, including Visa, MasterCard, American Express, and Discover.
- **Phone Payments:** You can also conveniently pay using your phone via contactless methods like Apple Pay, Google Pay, or other mobile payment apps.
- **No Cash Transactions:** For the convenience and safety of our customers and staff, we will no longer accept cash payments for goods or services.
- **Refunds:** Refunds will be processed to the same card used for the original transaction.
- **Why This Policy?** Our decision to transition to card payments only aims to streamline our operations, reduce the risk of fraud, and enhance the safety and convenience of our customers and staff.

We appreciate your understanding and cooperation as we make this transition. If you have any questions or concerns, please feel free to contact us at 631-477-0248.

Thank you for supporting The Village of Greenport Carousel.

Sincerely,

The Village of Greenport

M^cBRIDE

Consulting & Business Development Group

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www.mcbrideny.com

866-870-0071

Mayor Kevin Stuessi
Village of Greenport
236 Third Street
Greenport, NY 11944
Sent via email to: kevin@greenportvillage.org

March 31, 2025

Re: Extension of Grant Writing and Advisory Services Agreement

Dear Mayor Stuessi,

I hope this finds you well. I wanted to take the opportunity to express to you personally how much we appreciate your business as a valued Client of McBride Consulting & Business Development Group. It is our pleasure to provide added value to your organization, and it is my sincere hope that over the course of our time working together you have noted the benefits of our contributions.

With that said, I'm looking forward to continuing a long and fruitful relationship with you as a Client partner of our firm. For your review and consideration, please find enclosed our extension of your grant writing and advisory services agreement. As always, our efforts remain focused on achieving your objectives.

Please reach out to me directly with any questions or concerns regarding our proposal. I can be reached at (631) 745-9000 or by email at r.mcbride@mcbrideny.com. On behalf of my entire team, thank you for your trust in our firm and your time and consideration of our extension proposal.

We look forward to our continued working together!

Regards,



Robert McBride
President and CEO
McBride Consulting & Business Development Group

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866-870-0071

Mayor Kevin Stuessi
Village of Greenport
236 Third Street
Greenport, NY 11944
Sent via email to: kevin@greenportvillage.org

March 31, 2025

Re: Extension of Grant Writing and Advisory Services Agreement

Dear Mayor Stuessi,

By this letter of agreement, the Village of Greenport ("Village") and MKBS Management Corp., d/b/a McBride Consulting & Business Development Group ("Consultant") hereby agree to extend the terms of the current grant writing and advisory services agreement between the parties dated March 28th, 2024 with a renewal commencing on April 1st, 2025 and continuing for an eight (8) month term until December 31st, 2025.

This letter of agreement extends the terms and provisions contained in the original contract dated March 28th, 2024. In addition, this letter of agreement retroactively extends the renewal term of the original contract from July 1st, 2024 through March 31st, 2025. The terms and provisions of the original contract dated March 28th, 2024 remain unchanged, in effect, and applicable to the retroactive renewal period as well as this extension.

Please sign where indicated below to denote your acknowledgement and acceptance of this renewal agreement and kindly return a signed copy to my attention.

If you have any questions or concerns, please do not hesitate to contact me directly at r.mcbride@mcbrideny.com or at 631-944-3227.

Best Regards,



Robert McBride
President & CEO
McBride Consulting & Business Development Group

Accepted By:

Kevin Stuessi
Mayor
Village of Greenport

On the date of:



Expression of Breast Milk in the Workplace

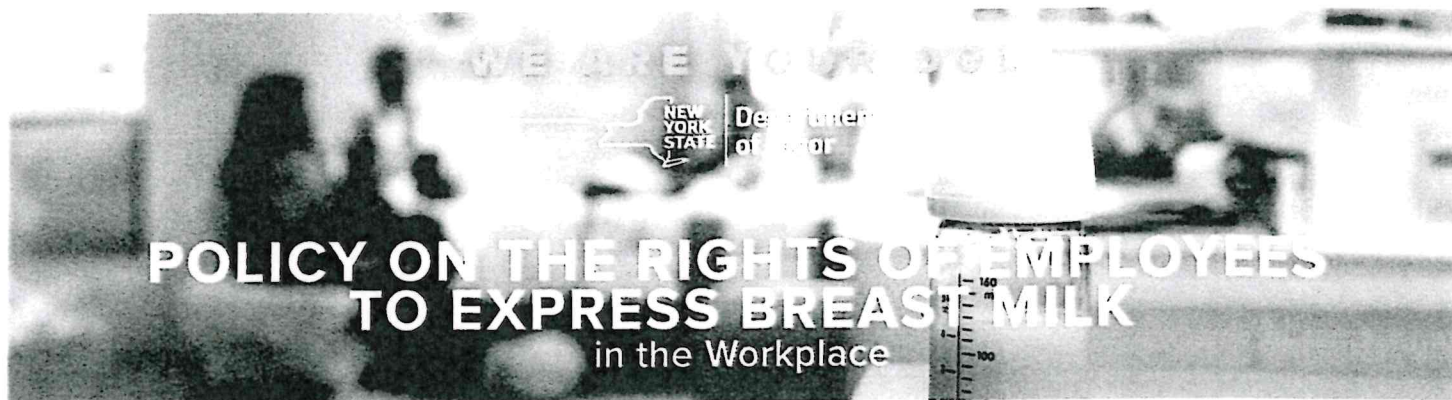
The Village will provide a reasonable amount of break time to accommodate an employee's need to express breast milk for the employee's infant child up to three years of age unless additional time is required by law.

Employees will receive up to 30 minutes of paid break time to express breast milk when the employee has a reasonable need to do so. Employees who clock in and out for breaks should do so for any time taken to express breast milk beyond 30 minutes that does not run concurrently with their normally scheduled rest periods, as the excess time will generally be unpaid unless using paid break or mealtime, or unless otherwise required by law. While employees are not required to work while expressing breast milk, an employee may voluntarily do so.

The Village will also make reasonable accommodations to provide the employee with the use of a room or other location for the employee to express milk in private that meets the requirements set forth by law. The employee must provide reasonable advance written notice, generally before returning to work if the employee is on leave, to the Village Administrator or Village Clerk to request time to express breast milk pursuant to this Policy and applicable law. The Village will respond to the request within five business days. Additional information is set forth in the attached policy from the New York Department of Labor, which is also electronically available at:

https://dol.ny.gov/system/files/documents/2024/09/p705-policy-on-the-rights-of-employees-to-express-breast-milk-in-the-workplace_-24-1.pdf.

Please contact the Village Administrator or Village Clerk for further information regarding this policy.



INTRODUCTION AND PURPOSE

New York State Labor Law Section 206-c gives all employees in New York the right to express breast milk in the workplace. This law applies to all public and private employers in New York State, regardless of size or the nature of their business.

The New York State Department of Labor has developed the official policy on breast milk expression in the workplace as required by the law, ensuring that all employees know their rights and all employers understand their responsibilities. This policy is the minimum required standard, but employers are encouraged to include additional accommodations tailored to their workplace.

With the information provided below, employees will learn how much time they are allowed for breast milk expression, the kind of space employers are required to provide for breast milk expression, how to notify employers about the need to express breast milk in the workplace, and how to notify the Department of Labor if these rights are not honored.

Employers are required to provide this policy in writing to all employees when they are hired and again every year after. Employers are also required to provide the policy to employees as soon as they return to work following the birth of a child.

USING BREAK TIME FOR BREAST MILK EXPRESSION

Employers must provide thirty (30) minutes of paid break time for their employees to express breast milk when the employee has a reasonable need to express breast milk. Employees must be permitted to use existing paid break or meal time if they need additional time for breast milk expression beyond the paid 30 minutes. This time must be provided for up to three years following childbirth. Employers must provide paid break time as often as an employee reasonably needs to express breast milk. The number of paid breaks an employee will need to express breast milk is unique to each employee and employers must provide reasonable break times based on the individual. Employers are prohibited from discriminating in any way against an employee who chooses to express breast milk in the workplace.

An employer is prohibited from requiring an employee to work before or after their normal shift to make up for any time used as paid break time to express breast milk.

All employers must continue to follow existing federal and state laws, regulations, and guidance regarding mealtimes and paid break time regardless of whether the employee uses such time to express breast milk. For additional information regarding what constitutes a meal period or a break period under state and federal law, please see the following resources:

- NY Department of Labor Website on Day of Rest, Break Time, and Meal Periods:
dol.ny.gov/day-rest-and-meal-periods
- NY Department of Labor FAQs on Meal and Rest Periods:
dol.ny.gov/system/files/documents/2021/03/meal-and-rest-periods-frequently-asked-questions.pdf
- U.S. Department of Labor FLSA FAQ on Meal and Rest Periods:
dol.gov/agencies/whd/fact-sheets/22-flsa-hours-worked
- U.S. Department of Labor FLSA Fact Sheet on Compensation for Break Time to Pump Breast Milk:
dol.gov/agencies/whd/fact-sheets/73-flsa-break-time-nursing-mothers

While an employer cannot require that an employee works while expressing breast milk, Labor Law 206-c does not otherwise prevent an employee from voluntarily choosing to do so if they want to.

Paid breaks provided for the expression of breast milk must be 30 minutes. An employee must be allowed to use regular break or meal time to take a longer paid break if needed. Employees may also opt to take shorter paid breaks.

Employees who work remotely have the same rights to paid time off for the purpose of expressing breast milk, as all other employees who perform their work in-person.

MAKING A REQUEST TO EXPRESS BREAST MILK AT WORK

If an employee wants to express breast milk at work, they must give the employer reasonable advance notice, generally before returning to the workplace if the employee is on leave. This advance notice is to allow the employer time to find an appropriate location and adjust schedules if needed.

Employees wishing to request a room or other location to express breast milk in the workplace should do so by submitting a written request to their direct supervisor or individual designated by their employer for processing requests. Employers must respond to this request for a room or other location to express breast milk in writing within five days.

Employers must notify all employees in writing through email or printed memo when a room or other location has been designated for breast milk expression.

LACTATION ROOM REQUIREMENTS

In addition to providing the necessary time during the workday, employers must provide a private room or alternative location for the purpose of breast milk expression. **The space provided for breast milk expression cannot be a restroom or toilet stall.**

The room or other location must:

- Be close to an employee's work area
- Provide good natural or artificial light
- Be private – both shielded from view and free from intrusion
- Have accessible, clean running water nearby
- Have an electrical outlet (if the workplace is supplied with electricity)
- Include a chair
- Provide a desk, small table, desk, counter or other flat surface

There does not need to be a separate space for every nursing employee. An employer may dedicate a single room or other location for breast milk expression. Should there be more than one employee at a time needing access to a lactation room, an employer may dedicate a centralized location to be used by all employees.

Any space provided for breast milk expression must be close to the work area of the employee(s) using the space. The space must be in walking distance, and the distance to the location should not significantly extend an employee's needed break time.

Employers located in shared work areas, such as office buildings, malls and similar spaces may work together to establish and maintain a dedicated lactation room, as long as such space(s) are a reasonable distance from the employees using the room. Each employer utilizing this common space is individually responsible for making sure the room meets the needs of their employees.

If there is not a separate room or space available for lactation, an employer may use a vacant office or other available room on a temporary basis. This room must not be accessible to the public or other employees while an employee is using it for breast milk expression.

As a last resort, an available cubicle may be used for breast milk expression. A cubicle can only be used if it is fully enclosed with a partition and is not otherwise accessible to the public or other employees while being used for breast milk expression. The cubicle walls must be at least seven feet tall to insure the employee's privacy.

To ensure privacy, if the lactation room has a window, it must be covered with a curtain, blind or other covering.

In addition, the lactation space should have a door equipped with a functional lock. If this is not possible (such as in the case of a fully enclosed cubicle), as a last resort, an employer must utilize a sign advising the space is in use and not accessible to other employees or the public.

If the workplace has a refrigerator, employers must allow employees to use it to store breast milk. However, employers are not responsible for ensuring the safekeeping of expressed milk stored in any refrigerator in the workplace.

Employees are required to store all expressed milk in closed containers and bring milk home each evening.

The space designated for expressing breast milk must be maintained and clean at all times.

If an employer can demonstrate undue hardship in providing a space with the above requirements, the employer must still provide a room or other location - other than a restroom or toilet stall - that is in close proximity to the work area where an employee can express breast milk in privacy, that meets as many of the requirements as possible.

Undue hardship is defined in the statute as "causing significant difficulty or expense when considered in relation to the size, financial resources, nature, or structure of the employer's business." However, an employer may not deny an employee the right to express breast milk in the workplace due to difficulty in finding a location.

NEW YORK STATE DEPARTMENT OF LABOR RESOURCES

If an employee believes that they are experiencing retaliation for expressing breast milk in the workplace, or that their employer is in violation of this policy, they should contact the New York State Department of Labor's Division of Labor Standards. Call us at **1-888-52-LABOR**, email us at LSAsk@labor.ny.gov, or visit our website at dol.ny.gov/breast-milk-expression-workplace to file a complaint.

A list of our offices is available at dol.ny.gov/location/contact-division-labor-standards.

Complaints are confidential.

FEDERAL RESOURCES

The federal PUMP Act went into effect in 2023, expanding protections for almost all employees expressing breast milk at work. Under the PUMP Act, any covered workers not provided with breaks and adequate space for up to a year after the birth of a child are able to file a complaint with the U.S. Department of Labor or file a lawsuit against their employers. For more information, please visit dol.gov/agencies/whd/pump-at-work.



Equal Employment Opportunity

The Village is committed to respecting and providing equal opportunity access for all employees and applicants for employment, without unlawful discrimination on the basis of race (which includes traits historically associated with race including, but not limited to, hair texture and protective hairstyles, including braids, locks and twists), color, religion, creed, sex, national origin, age, disability, genetic information, predisposing genetic characteristics, marital status, domestic violence victim status, military or veteran status, familial status, sexual orientation, pregnancy-related condition, arrest (not pending), criminal conviction, use of a guide dog, hearing dog or service dog by a person with a disability, or any other legally protected category or characteristic pursuant to applicable federal, New York State or local law.

In accordance with federal, State and local laws, this commitment to equal employment opportunity extends to all employment decisions, including, but not limited to, recruitment, hiring, compensation, benefits, training and apprenticeship, promotion, demotion or downgrading, transfer, layoff and recall, termination, and all other terms and conditions of employment, except as provided by law. The Village prohibits and will not tolerate any discrimination or harassment on the basis of a legally protected category or characteristic. Further, the Village prohibits retaliation against an employee because the individual engaged in any legally protected activities related to their employment with the Village.

The Village Clerk will act as the Equal Employment Opportunity Coordinator for the Village, and will carry out those duties necessary to ensure the compliance with this Policy.



Americans with Disabilities Act ("ADA") Policy

The Village is committed to the fair and equal employment of individuals with disabilities in accordance with the ADA. The Village will, to the extent required by law, provide reasonable accommodations to qualified applicants and employees with disabilities related to an individual's physical or mental disability in order to enable them to perform the essential functions of their jobs or to enjoy the equal benefits and privileges of employment, unless doing so would impose an undue hardship upon the Village's business operations. The Village prohibits harassment or discrimination based on an employee's/applicant's disability or perceived disability, or because an employee/applicant has requested a reasonable accommodation.

An employee or applicant with a disability may request an accommodation from the Village Clerk or Village Administrator and should specify what accommodation the individual perceives will be needed to perform the employee's/applicant's job. Upon receiving a request for an accommodation, the Village will engage in the "interactive process and cooperative dialogue" and may request medical documentation from the employee/applicant so that it may evaluate what reasonable accommodations, if any, may be provided in accordance with applicable law. The purpose of the interactive process and cooperative dialogue is to understand the needs of the employee and, based on the circumstances, to identify any reasonable accommodations. Upon reaching a final determination at the conclusion of the interactive process and cooperative dialogue, the Village will provide the requesting employee/applicant with a final determination. All information obtained concerning the medical condition or history of an employee/applicant will be treated as confidential information by the Village, maintained in a separate medical file and disclosed only as permitted or required by law.



Employee Exit Policy

1. Purpose

The Village of Greenport is committed to providing an exit policy that fosters the improvement of the Greenport Village community and workplace by establishing the following procedure upon an employee's notice of voluntary separation from Village employment.

2. Notice

Any employee seeking to voluntarily terminate his/her/their Village employment will provide the Village with at least two weeks of advance written notice, which will be submitted to the Village Administrator or Village Clerk.

3. Exit Interview

Upon receiving the employee's voluntary termination notice, the direct supervisor will schedule an exit interview which may include, in addition to the employee and the direct supervisor, the Village Administrator, the Village Clerk or their designee(s). The interview will consist of a series of verbal or written questions. Written questions may be submitted to the employee for response on a form provided by the Village.

4. Return of Village Property

The employee must return all Village-owned equipment, documents and data at the time of the exit interview including, but not limited to, any laptops, tablets, personal data devices, keys, Village identification cards, uniforms, tools, files, USB or hard drives and passwords for Village-related accounts and devices. Where permitted by applicable laws, the Village may withhold from the employee's final paycheck the cost of any items that are not returned when required. The Village may also take all action deemed appropriate to recover or protect its property.

**MODIFICATION AND EXTENSION OF SEWER
CONNECTION AND EASEMENT ACCESS AGREEMENT**

This Extension of Sewer Connection and Easement Access Agreement ("Agreement") is between _____, [an individual][individuals], with an address of _____ (the "Owner"), and the Village of Greenport, with an address of 236 Third Street, Greenport, New York 11944 ("Village") (collectively the "Parties"), and entered into as of July __, 2025.

WITNESSETH

WHEREAS, Owner is the owner of a parcel of land known as _____ Greenport, Town of Southold, Suffolk County, New York, being more particularly described in the attached Schedule A and by SCTM # 1001- _____ (the "Property"); and

WHEREAS, the Owner is one of approximately twenty-four (24) homeowners located on Sandy Beach Road, Beach Road, and Beach Street ("Sandy Beach Community"), who are interested in having a sewer extended to the Sandy Beach Community for environmental purposes; and

WHEREAS, the Owner has requested the Village to extend the wastewater main of the Village of Greenport Wastewater Treatment Plant to the Sandy Beach Community (the "Main") and to provide Owner access to tie into the Main ("Sewer Access") as further set forth in this Agreement; and

WHEREAS, for the purpose of the Work, as defined herein, the Village has requested the Owner's consent in granting the Village an easement, as further defined herein; and

WHEREAS, the Owner and the Village entered a Sewer Connection and Easement Access Agreement (the "Agreement") on _____, 2022, which Agreement provided the Village with an easement across the property of the Owner in order to design and construct a Sewer Connection from the Owner's property to the Greenport Village Sewer System; and

WHEREAS the Agreement contained a Paragraph 4. which Paragraph 4 set forth certain obligations of the Owner and the Village for the payment and return of monies, with dates by which those monies should be paid or returned; and

WHEREAS the Owner and the Village are in mutual agreement that Paragraph 4. of the Agreement should be amended to extend _____ the time within which the Village is obligated to return monies paid to the Owner due to the additional time that the underlying project and approvals are taking;

IT IS THEREFORE MUTUALLY AGREED BY THE OWNER AND THE VILLAGE AS FOLLOWS:

1. Paragraph 4 of the Agreement is hereby amended to read as follows:

“4. Payment Schedule and Refund; Definitions.

A. Owner shall pay to the Village the total amount of fifteen thousand (\$15,000) dollars (the “Total Amount”) pursuant to the terms and conditions of this Agreement.

i. Payment shall be made in three payments as follows:

a) \$1,500.00 upon the signing of this Agreement (“First Payment”);

b) \$5,000.00 upon the Village entering into a contract with a primary general contractor for the purpose of performing the Work (“Second Payment”) and returned if work hasn’t commenced by July 31, 2028; and

c) \$8,500.00 upon completion of the Work (“Final Payment”).

ii. The First Payment and the Second Payment shall be held in escrow by the Village to be released to the Village as follows:

a) The First Payment will be released upon the Commencement of the Work, as defined herein;

b) The Second Payment will be released upon the Commencement of the Work.

iii. The Owner is entitled to a return of the First Payment and Second Payment as follows:

a) The First Payment shall be returned to the Owner if, by December 31, 2026, the Village has not notified the owner that the Safe Harbor Agreement has been finalized; and

b) The Second Payment shall be returned to the Owner if, by July 31, 2028, the Village has not notified the owner that the Work has been Commenced.

B. The terms used in this Agreement are defined as follows:

- i. Commencement means the time at which the primary general contractor begins installing the Main and tying into the Safe Harbor Portion.
 - ii. Completion means the time at which the Owner is permitted to tie into the Main from the Property.”
- 2. All other provisions of the Agreement shall remain unchanged and in full force and effect.

VILLAGE OF GREENPORT

By: _____
(Name, Title)



VILLAGE OF GREENPORT

NOTICE OF OPEN EMPLOYMENT POSITION(S)

The Village of Greenport is accepting applications for the following position(s):

VILLAGE ADMINISTRATOR

Annual Salary: \$150,000 - \$160,000

Applications will be accepted until **August 8, 2025**

Applications and resumes can be submitted to the Village Clerk via email to chall@greenportvillage.org or mailed to the address below.

Village of Greenport
236 Third Street
Greenport, NY 11944
Attn: Village Clerk Candace Hall

Please visit the Village of Greenport website for a description of the job responsibilities:

www.villageofgreenport.org (Clerks Office – Employment)

The Village of Greenport is an equal opportunity employer and provides equal employment opportunities to all employees and applicants for employment. The Village prohibits discrimination on the basis of race, color, creed, ancestry, disability, marital status, military status, religion, sex, sexual orientation, gender identity or expression, age, national origin or any other characteristic protected by federal, state or local law. The Village requires that all contractors participating in contracts for public work in the Village of Greenport and all subcontractors of those contractors comply with that same requirement.

The Village Administrator shall have the following duties and responsibilities:

1. Oversees the administration of the rules, regulations, local laws and codes of the Village, and of the laws, rules and regulations of other governmental jurisdictions applicable in and/or to the Village.
2. Supervises and coordinates work performed by all village departments and Village run entities, including the Electric Department, Sewer Department, Water Department, Recreation Department, Marina and Parks, Road crews, and Building Department, campgrounds and carousel management, and employees in such departments, and implements Village personnel policies, rules and regulations. Except when serving as the Budget Officer, if so authorized, the Administrator shall have no supervision authority of the Clerk's or Treasurer's departments.
3. May recommend to the Mayor and Board of Trustees appointments, promotions or dismissals of all Village employees in accordance with applicable laws and rules.
4. When so designated by the Mayor, subject to Board of Trustees approval, serves as Stormwater Management Officer and ensures compliance with and necessary documentation regarding the Village's Stormwater Management Plan.
5. When so designated by the Mayor, subject to Board of Trustees approval, serves as Superintendent of Public Works.
6. When so requested by the Mayor and Trustees, assists the Budget Officer with preparation of the tentative budget according to law.
7. Supervises the purchase of all materials, supplies and equipment and the letting of all contracts.
8. May make recommendations to the Mayor and Board of Trustees of measures and programs to help improve the efficiency and economy of Village government or promote the health, safety and welfare of the residents of the Village.
9. At the request of the Mayor, maintains a liaison with other governments and administrative agencies as a representative of the Village,

but does not supplant the Mayor or Trustees as official Village representatives.

10. Investigates and responds to inquiries by Village residents and other interested persons concerning Village government operations and services, and reports findings of such investigations to the Mayor and Trustees.

11. Responsible for the overseeing of the preparation and submission of reports as required by federal, state and local agencies to ensure accurate and timely submission by the department head responsible.

12. Prepares reports for the Village Attorney and Trustees in actions brought against the Village.

13. Attends all meetings of the Board of Trustees.

14. If designated by the Mayor, serves as Public Information Officer during emergency situations and special events.

15. When so designated by the Mayor and Trustees, represents or supervises the representation of the Village in collective negotiations with employees.

16. In conjunction with the Village Treasurer, develops and administers a long-term capital plan covering building construction and major repair, replacement of capital equipment, road reconstruction and any other projects representing a major expenditure.

17. Except when such responsibility is designated by contract pursuant to a public works project, plans and manages capital projects, including field inspection to check work progress. Develops a long-term capital improvement needs and strategic plan for Village infrastructure and assets.

18. Plans and oversees repair and maintenance work performed by (a) Village employees, and (b) except where such responsibility is designated to another person or entity by contract or otherwise, by outside consultants, vendors and contractors. Taking into account foreseeable regular maintenance for every physical asset, land, facility, equipment, and

any other owned or leased Village asset ("Assets"), develops a 5 year non-capital preventative maintenance (includes repair, service and maintenance) plan ("PMP") in consultation with the Board and coordination with each department head. Works with department heads to develop detailed individual department preventative maintenance plans for all Assets within the control of each department, for inclusion in the PMP.

19. Unless the Mayor and/or Board of Trustees designates a different person or entity, on a project basis, prepares and reviews bid specifications, evaluates bids and recommends contract awards, and manage projects through completion.

20. If designated by the Mayor and approved by the Trustees to serve as the Superintendent of Public Works and/or a supervising position of any Village utility department, performs the duties assigned to those respective positions.

21. In conjunction with the Village Treasurer, reviews and approves requisitions, subject to compliance with state law and the Village procurement policy.

22. Discharges such other duties and responsibilities as may, from time to time, be assigned by the Mayor and/or Board of Trustees.



236 THIRD STREET
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villageofgreenport.org

MAYOR
KEVIN STUESSI
EXT 215

TRUSTEES
PATRICK BRENNAN
DEPUTY MAYOR
LY DOUGHERTY-JOHNSON

JULIA ROBINS

MARY BESS PHILLIPS

TREASURER
ADAM BRAUTIGAM
EXT. 217

VILLAGE CLERK
CANDACE HALL
EXT 214

July 25, 2025

Empire State Development
Long Island Regional Council Capital Fund Program - Tourism Category

To Whom It May Concern:

I am writing to offer my full support for the East End Seaport Museum's application for tourism funding for the Bug Lighthouse Rockpile Stabilization and Pier Reconstruction project, particularly to emphasize the project's connection to **local tourism**.

The lighthouse has long served as a symbol of our region's rich seafaring heritage, and it plays a vital role in our local tourism economy. Visitors from across New York and beyond travel to our waterfront each season with hopes of seeing and experiencing this unique site. However, structural damage and limited access have severely curtailed visitation in recent years, diminishing both its cultural impact and its contribution to our local businesses.

Ensuring safe access will significantly increase visitor capacity and allow the Museum to expand educational tours, cultural programming, and maritime events. These activities not only preserve and promote our shared history but also generate **meaningful economic benefit -- supporting small businesses, restaurants, accommodations, and seasonal jobs throughout our community**.

Investing in this project is an investment in the **sustainable growth of Long Island's tourism sector**. I urge you to give this application your fullest consideration and help us protect a treasured destination that continues to inspire pride and curiosity in residents and visitors alike.

Sincerely,