

TOWN OF EAST HAMPTON

AMENDED AND RESTATED AGREEMENT REGARDING REAL PROPERTY TAX ASSESSMENT FOR

201 WEST HIGH STREET, EAST HAMPTON, CONNECTICUT

This Amended and Restated Tax Assessment Agreement ("Agreement") is entered into this ____ day of ____ by and between the TOWN OF EAST HAMPTON, a municipal corporation and body politic having its corporate limits located within the County of Middlesex and State of Connecticut (hereinafter the "Town"), and West High enterprises, LLC a Connecticut limited liability company with an office and principal place of business located at 244 Middletown Avenue, East Hampton, Connecticut ("Company")

WITNESSETH:

WHEREAS, the Company and Town entered into the original Tax Assessment Agreement dated April 25, 2017 (the "Original Agreement") regarding the tax assessments attributable to real property located at 201 West High Street (the "Real Property"); and

WHEREAS, Company is responsible to pay all real property taxes associated with the Real Property; and

WHEREAS, the Original Agreement fixed the assessment on the Real Property commencing with the Grand List of 2017 (defined as "Year 0" in the Original Agreement), and continuing for three years, provided a certificate of occupancy was obtained within 12 months after the execution of the Original Agreement, or April 25, 2018, and if Company failed to obtain such certificate of occupancy, then the Original Agreement would by its terms be null and void; and

WHEREAS, Company failed to obtain a certificate of occupancy by the stated deadline, thus rendering the Original Agreement null and void; and

WHEREAS, Company, as part of the Original Agreement, started construction of the overall development of 43,680 square feet, to be constructed in phases, of the commercial buildings upon the Real Property, and Company intends to continue in making further phased construction improvements to the land and structures on the Real Property in accordance with the original development plans, including the construction of Buildings "B" and "C" and associated site improvements located on the Real Property (the "Remaining Facility"); and

WHEREAS, the estimated costs to be invested by Company in making the above-described improvements to and constructing the Remaining Facility on the Real Property will be a minimum of \$_____; and

WHEREAS, the Original Agreement was authorized by affirmative vote of the Town Council on September 11, 2012, pursuant to then existing Town ordinance, and Connecticut General Statute Section 12-65b; and

WHEREAS, the Town has amended in its entirety the Town's Business Incentive Program Ordinance ("Town Ordinance") on September 25, 2018, and it is the intention of both parties to Amend and Restate the Original Agreement as set forth herein so this Agreement complies with the current terms of the amended Town Ordinance; and

WHEREAS, the Town, acting by and through its duly authorized Tax Assessor, will assess and value the Real Property on the Grand List of October 1, 2018.

WHEREAS, the Town wishes to assist Company in its plans to finalize its improvements to the Real Property and add value to the Town's tax base; and

WHEREAS, the parties intend that this Agreement is only related to the Real Property, and shall not affect any taxation of personal property located thereon; and

WHEREAS, in consideration of the above, the Town is willing to provide tax relief to Company pursuant to the Town Ordinance for a period of two (2) years commencing with the first date that tax payments are due under the Grand List following the date of issuance of the Certificate of Occupancy for the Remaining Facility (the "Abatement Term"); and

NOW, THEREFORE, in consideration of the foregoing, the parties hereby covenant and agree that:

1. **Cost of Improvements:** The costs for the Remaining Facility improvements shall equal or exceed \$_____ in construction costs. Company will install and properly account to the Town for all taxable personal property assets added to or installed in the Facility.

2. **Certificate of Occupancy:** Company will commence construction within six months, and not prior, to this Agreement and complete construction on both Building "B" and "C", and complete all final improvements to the Remaining Facility, and obtain a Certificate of Occupancy for both Building's "B" and "C" not later than 24 months from the date of this Agreement. Company shall actively operate or cause said Facility to operate as retail, manufacturing or storage facility at the Real Property for not less than the Abatement Term from the date of the Certificate of Occupancy.

3. **Employment:** Company shall use its best efforts to employ or cause to be employed at least N/A full-time and N/A part-time employees at said Facility throughout the Abatement Term.

4. **Reduction of Assessment:** Commencing with the issuance of a Certificate of Occupancy, the Real Property tax assessment shall be established on the Grand List for the period following the

issuance of the Certificate of Occupancy, and the Town shall grant to Company a 100% reduction in its Real Property assessment only on Buildings "B" and "C" over the two (2) year period according to a schedule attached hereto as Exhibit A, including the above-described Improvements and the construction of the Facility (the "Abatement").

5. Abatement Period: The Abatement Term shall be for a period of two (2) years commencing with the first date that tax payments are due under the Grand List following the date of issuance of a Certificate of Occupancy for the Remaining Facility; provided, however, that if such assessment is changed by any future Town revaluation, the tax payments due under the new assessed value of the Real Property shall be adjusted for the remainder of the Abatement Term in accordance with the terms of the Abatement set forth in Paragraph 4 above.

6. Tax Payment: Company shall maintain all tax obligations owed by it to the Town current and in good standing during the Abatement Term.

7. Certification of Value of Site Improvements: Company shall be required to provide proof via affidavit of an appropriate officer within one year after the commencement of operations at the Remaining Facility as to a) the actual value of the site improvements and that said improvements are substantially in conformance with the provisions hereof as to the scope of construction; and b) the cost of construction; and c) the number and type (full-time or part-time) of employees employed at such Facility.

8. Ongoing Employment Obligations: Notwithstanding anything herein contained to the contrary, Company and the Town acknowledge and agree that, while Company shall make every good-faith effort to maintain and employ at least N/A full-time and N/A part-time employees during the Operating Term, economic circumstances, financial considerations, and employee transience may make it impossible to maintain precisely the level of employment described herein. Accordingly, Company and the Town acknowledge that variations in the numbers of employees will occur and may continue for unspecified periods of time during the Operating Term of this Agreement. Company will, upon request, disclose to Town its employment statistics no more than once per year. Subject to the above requirement of good faith and Company's cooperation in disclosing all efforts made to comply with the employment parameters stated herein, such variations shall not otherwise constitute a default of this Agreement, provided the Facility is operating in accordance with applicable law and Company is in compliance with the terms of this Agreement in all other respects.

9. Default: The following events shall constitute an event of default: Company at any time fails pay real estate and/or personal property taxes when due and payable; or Company fails to commence or complete on time the construction of all improvements upon the property which is the subject of the agreement; or Company, within 10 years of the date of the Agreement, becomes insolvent or bankrupt or files any debtor proceedings or others file such debtor proceedings against the owner or lessee in any court, in any jurisdiction, state or federal, and does not withdraw such filing

within 90 days, or such other proceedings have not been dismissed or withdrawn by such other parties within 90 days; or Company makes an assignment for the benefit of creditors; or Company property or lease is taken under a writ of execution or becomes the subject of foreclosure proceedings; or Company abandons at any time the real property or in the case of the lessee purports to assign its lease without the express consent of the Town as set forth in this Ordinance; or Company fails to perform any obligation of owner or lessee or attain any benchmark set under the terms of this Agreement. In such event of default, the Town shall provide notice to the Company of such event of default, and the Company shall have 30 days from such notice within which to cure such default. In the event Company fails to cure the default with 30 days of such notice, then this Agreement shall be null and void, and the Company shall reimburse the Town for all tax relief provided to Company, retroactive to the due date of the first abated tax payment, plus interest at the rate set and payable pursuant to the provisions of Conn. Gen. Stat. § 12-146, or other applicable statute, plus all prior waived fees, if any, plus all actual costs to the Town in providing in-kind considerations to the Company, and the Town shall be under no obligation to grant further tax relief hereunder.

10. **Legal Action to Enforce the Terms:** In the event that the Town must resort to legal action to enforce the terms of this Agreement, any amount determined by a Court of competent jurisdiction to be due from Company shall be subject to interest at the rate of 18% per annum. Such interest shall accrue from the postmark date for the notice of default described in Paragraph 9. In addition, the Town shall be entitled to recover from Company all costs of collection, including reasonable attorneys' fees, incurred in enforcing this Agreement.

11. **No Further Abatement:** Company acknowledges and agrees that the Abatement offered pursuant to this Agreement is not binding upon the Town and shall not continue, beyond the two (2) year Abatement Term agreed to herein.

12. **No Admission as to Values:** Company and the Town acknowledge and agree that the values placed upon the Real Property, the Facility, and/or the Improvements as a result of the Abatement shall not now or at any other time be construed as an admission by any party or as evidence of any kind as to the true fair market value of the Real Property, the Facility, and/or the Improvements.

13. **Notices:** All notices hereunder are to be sent by the Town to Company at the following address or to such other address as requested by the Company or its successors or assigns: 244 Middletown Avenue, East Hampton, CT 06424 Attention: Wayne Rand. All such notices shall be sent via certified mail, return receipt requested, or overnight mail service. Notices are deemed effective upon delivery. Any refusal to accept such delivery shall still constitute the delivery of proper notice.

14. **Assignment:** Company may not assign or otherwise transfer its rights or obligations under this Agreement without the prior written authorization of the Town Council and Economic Development Commission, in their sole discretion, which shall signify their consents by an affirmative vote taken at a separate meeting of each body duly noticed for the stated purpose. A conveyance of the

Real Property or a transfer of ownership of the Company business or substantially all of the assets of the Company to a person or business organization or entity that is not a "controlled entity" which is owned or controlled by the Company shall not constitute a valid assignment of the Agreement or vest any rights under the Agreement in the grantee of the Real Property or transferee of the Company or the assets of the Company or allow for enforcement of any obligations of the Town against the Town by the grantee or transferee, including, but not limited to, any remaining tax abatements under the terms of the Agreement. A "controlled entity" means a business which is 80% or more owned by the Company as grantor or transferor.

15. Release of Liability: Company and/or its successors or assigns releases the Town and its agents, servants and employees from any and all liability, of whatever nature, legal or equitable, which may have arisen or which may arise in connection with this Agreement, including the implementation hereof.

16. Indemnification: Company and/or its successors or assigns shall defend and indemnify the Town and any of its agents, servants and employees against any action, claim or suit of any nature whatsoever, arising from the Town's being a party to this Agreement and/or any undertaking of its obligations hereunder.

17. Execution: This Agreement has been executed by the parties' respective agents, duly authorized and acting in his or her official capacity.

18. Amendment: This Agreement may be amended only by mutual consent of the parties, and any amendments to this Agreement shall be in writing and shall be duly executed and dated by the respective parties.

19. Complete Agreement: This Agreement represents the entire and complete understanding and agreement of the parties, and any and all prior written or oral agreements not otherwise contained in this Agreement, including the Original Agreement, shall be and are hereby null and void and of no force or effect.

20. Choice of Law and Venue: In the event that litigation or other dispute resolution process arises, all litigation and dispute resolution shall take place in the State of Connecticut, Judicial District of Middlesex, and the Agreement shall be construed in accordance with Connecticut law, without regard to its conflict of law provisions.

21. Notice of Tax Abatement: Upon the execution of this Agreement, a copy of this Agreement or a proper "Notice of Tax Abatement Agreement" shall be filed upon the land records of the Town with respect to the Real Property.

22. Special Conditions: In addition to all other terms and conditions of this Agreement, the Town's obligations under this Agreement are conditioned on the following ("the Conditions"):

(a) Project Financing: Company demonstrates to the reasonable satisfaction of the East Hampton Finance Director that it has private financing and state and federal grants in place in an amount sufficient to undertake and complete the project;

(b) Property Maintenance: Company demonstrates that it has maintenance contracts in place to keep the property maintained during the period of construction;

(c) Non-Transferable: As set forth in Paragraph 14 herein, Company acknowledges and affirms that this tax abatement is non-transferable and any transfer of the tax abatement to a non-related entity shall be an event of default; and

(d) No Extensions: This Agreement embodies the final agreement between the parties related to this Real Property, and no further extensions or amendments shall be permitted.

(e) No Appeal: The Company agrees that it waives any and all rights to appeal the assessment of the Real Property for a period of two (2) years after the end of the Abatement Term.

23. In the event that the Company fails to satisfy the Conditions set forth in this Special Conditions paragraph, or in the event Company challenges any term of this Agreement which is determined to be unenforceable by law, then this Agreement shall be null and void and the Real Property as improved shall be assessed in accordance with the Connecticut General Statutes without regard to the terms and conditions of this Agreement for the period of time commencing with the execution date hereof, and Company shall be liable for any unpaid taxes assessed in accordance with such laws.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals as of the day and year first written above.

Witnessed By:

COMPANY:

By: _____

Its CEO, Duly Authorized

TOWN:

By: _____

Its Town Manager, Duly Authorized

DRAFT

Town of East Hampton
CONNECTICUT

FISCAL YEAR 2019-2020

**Board of Finance Proposed Budget
For
Town Council**



April 15, 2019

TOWN OF EAST HAMPTON
BOARD OF FINANCE PROPOSED BUDGET
July 1, 2019 - June 30, 2020

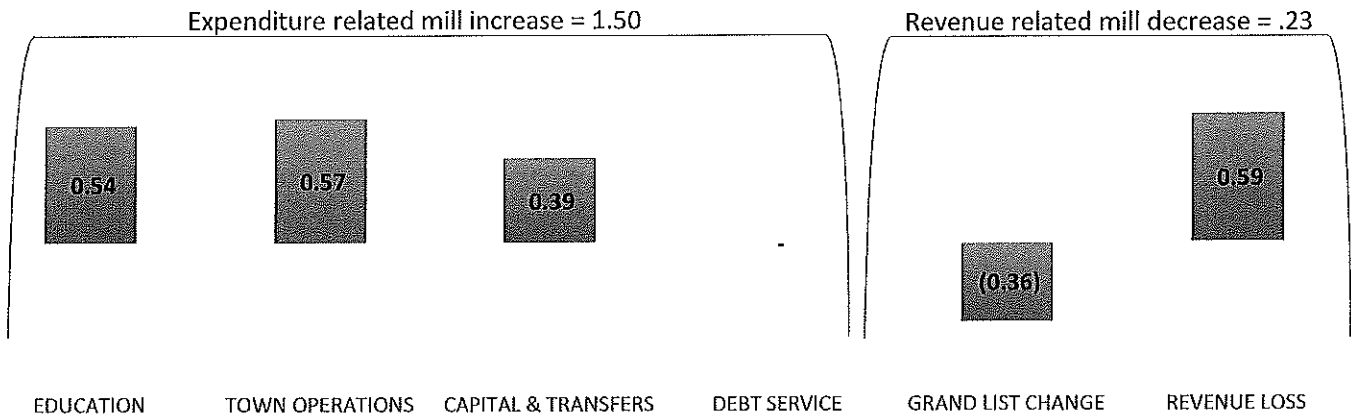
| | Actual 2017-2018 | Revised 2018-2019 | BOARD OF FINANCE PROPOSED 2019-2020 | INCREASE/ (DECREASE) | 2019 to 2020 Percent Change From Revised Bud. |
|---|---------------------|----------------------|---|-------------------------|---|
| EXPENDITURES | | | | | |
| EDUCATION | \$ 30,047,971 | \$ 30,639,668 | \$ 31,253,693 | \$ 614,025 | 2.00% |
| TOWN OPERATIONS | | | | | |
| ADMINISTRATION & FINANCE | 4,110,806 | 4,176,260 | 4,593,096 | 416,836 | 9.98% |
| PUBLIC SAFETY | 2,494,392 | 2,566,194 | 2,681,899 | 115,705 | 4.51% |
| HEALTH & HUMAN SERVICES | 406,943 | 435,171 | 454,478 | 19,307 | 4.44% |
| CULTURE & RECREATION | 972,765 | 996,694 | 1,054,682 | 57,988 | 5.82% |
| REGULATORY | 352,768 | 381,772 | 403,015 | 21,243 | 5.56% |
| PUBLIC WORKS | 2,101,979 | 2,169,525 | 2,181,183 | 11,658 | 0.54% |
| | | | | | |
| TRANSFERS TO OTHER FUNDS | | | | | |
| OTHER FUNDS | 37,500 | 40,000 | 40,000 | - | 0.00% |
| CAPITAL IMPROVEMENT | 1,348,000 | 812,206 | 1,257,500 | 445,294 | 54.83% |
| DEBT SERVICE | 2,775,513 | 3,228,386 | 3,228,386 | - | 0.00% |
| TOTAL EXPENDITURES | \$ 44,648,637 | \$ 45,445,876 | \$ 47,147,932 | \$ 1,702,056 | 3.75% |
| REVENUES | | | | | |
| FEDERAL REVENUES | \$ 413 | \$ - | \$ - | \$ - | |
| GRANTS - STATE OF CT (EDUCATION) | 6,579,569 | 7,144,286 | 6,884,294 | (259,992) | -3.64% |
| GRANTS - STATE OF CT (OTHER) | 530,534 | 548,011 | 529,520 | (18,491) | -3.37% |
| LICENSES, PERMITS AND FEES | 561,155 | 453,940 | 458,920 | 4,980 | 1.10% |
| OTHER REVENUE | 64,361 | 62,375 | 55,750 | (6,625) | -10.62% |
| INVESTMENT INCOME | 53,065 | 42,500 | 52,500 | 10,000 | 23.53% |
| PROPERTY TAX REVENUE (PRIOR YEARS) | 2,181,674 | 1,175,500 | 778,500 | (397,000) | -33.77% |
| TRANSFERS FROM OTHER FUNDS | 136,296 | 24,995 | 25,745 | 750 | 3.00% |
| VOLUNTEER TAX ABATEMENT | - | (60,000) | (60,000) | - | 0.00% |
| TOTAL REVENUES (Before taxes & fund balance) | \$ 10,107,067 | \$ 9,391,607 | \$ 8,725,229 | \$ (666,378) | -7.10% |
| FUND BALANCE (see Note) | | | | | |
| PROPERTY TAXES (CURRENT) | \$ 34,712,155 | \$ 36,054,269 | \$ 38,422,703 | | |
| TOTAL REVENUES | \$ 44,819,222 | \$ 45,445,876 | \$ 47,147,932 | \$ 1,702,056 | 3.75% |
| NET GRAND LIST | \$ 1,128,671,830 | \$ 1,139,887,929 | \$ 1,149,470,916 | \$ 9,582,987 | |
| VALUE OF MILL | \$ 1,105,732 | \$ 1,119,370 | \$ 1,132,229 | | |
| ESTIMATED COLLECTION RATE | 98.20% | 98.20% | 98.50% | | |
| CALCULATED MILL RATE | 31.32 | 32.21 | 33.94 | 1.73 | 5.37% |

Town of East Hampton
Fiscal Year 2019-2020 Board of Finance Proposed Budget

BUDGET SUMMARY

| | TOWN GOVERNMENT BUDGET | | | | GRAND TOTAL |
|---------------------------------|------------------------|---------------|--------------|------------------------|----------------|
| | EDUCATION | TOWN | DEBT SERVICE | TRANSFERS & CAPITAL | |
| Budget Increase | 2.0% | 6.0% | 0.00% | 52.3% | 3.75% |
| Expenditures | \$ 31,253,693 | \$ 11,368,353 | \$ 3,228,386 | \$ 1,297,500 | \$ 47,147,932 |
| Estimated Revenue | 6,884,294 | 1,840,935 | | | \$ 8,725,229 |
| Amount to be Raised by Taxation | 24,369,399 | 9,527,418 | 3,228,386 | 1,297,500 | 38,422,703 |
| MILLS | 21.52 | 8.41 | 2.85 | 1.15 | 33.94 |
| | 63.4% | 24.8% | 8.4% | 3.4% | 100% |

Mill Increase (1.73 mills)



Example of Estimated Taxes

2019-2020

| | |
|----------------------------------|--------------|
| Proposed Mill Rate | 33.94 |
| Proposed Mill Rate Change | 1.73 |

Example of Estimated Taxes

| Market Value | Assessment | Taxes | Yearly Increase | Monthly Increase |
|---------------------|-------------------|--------------|------------------------|-------------------------|
| \$ 142,857 | \$ 100,000 | \$ 3,394 | \$ 173 | \$ 14 |
| \$ 214,286 | \$ 150,000 | \$ 5,091 | \$ 260 | \$ 22 |
| \$ 285,714 | \$ 200,000 | \$ 6,788 | \$ 346 | \$ 29 |
| \$ 357,143 | \$ 250,000 | \$ 8,485 | \$ 433 | \$ 36 |
| \$ 428,571 | \$ 300,000 | \$ 10,182 | \$ 519 | \$ 43 |
| \$ 714,286 | \$ 500,000 | \$ 16,970 | \$ 865 | \$ 72 |

TOWN OF EAST HAMPTON
JULY 1, 2019 - JUNE 30, 2020
ESTIMATED REVENUES

| | Actual 2016-2017 | Actual 2017-2018 | Revised 2018-2019 | Budget 2019-2020 | Increase/ (Decrease) | Percent Change |
|---|---------------------|---------------------|----------------------|---------------------|-------------------------|-------------------|
| FEDERAL GRANTS | | | | | | |
| Miscellaneous | - | 413 | - | - | - | - |
| Total | - | 413 | - | - | - | - |
| EDUCATION GRANTS - STATE | | | | | | |
| Education Cost Sharing | 7,551,032 | 6,563,289 | 7,129,144 | 6,865,219 | (263,925) | -3.7% |
| School Transportation | - | - | - | - | - | - |
| Adult Education | 17,231 | 16,280 | 15,142 | 19,075 | 3,933 | 26.0% |
| Total | 7,568,263 | 6,579,569 | 7,144,286 | 6,884,294 | (259,992) | -3.6% |
| GENERAL OPERATING GRANTS - STATE | | | | | | |
| State Owned Property | 49,068 | 17,589 | 17,589 | 19,217 | 1,628 | 9.3% |
| MRSA Sales Tax Sharing | 263,149 | - | - | - | - | - |
| Stabilization Grant | - | 90,522 | 90,522 | 120,397 | 29,875 | 33.0% |
| Mashantucket Pequot/Mohegan grant | 41,883 | 40,629 | 6,742 | 6,742 | - | 0.0% |
| Disability Tax Relief | 1,155 | 1,293 | 1,100 | 1,100 | - | 0.0% |
| Elderly Tax Relief (Circuit Breaker) | 45,458 | - | 45,000 | - | (45,000) | -100.0% |
| Veterans Exemptions | 4,611 | 4,412 | 4,250 | 4,250 | - | 0.0% |
| Youth & Family Services | 15,595 | 15,507 | 15,911 | 15,911 | - | 0.0% |
| Town Aid Road | 319,904 | 320,454 | 320,454 | 320,960 | 506 | 0.2% |
| Grants for Municipal Projects (OPM) | 18,943 | 18,943 | 18,943 | 18,943 | - | 0.0% |
| Telephone Access Line Share | 27,713 | 21,185 | 27,500 | 22,000 | (5,500) | -20.0% |
| Miscellaneous | 5,235 | - | - | - | - | - |
| Total | 792,714 | 530,534 | 548,011 | 529,520 | (18,491) | -3.4% |
| TOTAL STATE FUNDING | 8,360,977 | 7,110,103 | 7,692,297 | 7,413,814 | (278,483) | -3.6% |
| LICENSES, FEES AND PERMITS | | | | | | |
| Town Clerk's Office | 258,336 | 282,191 | 230,150 | 239,550 | 9,400 | 4.1% |
| Police Department | 13,193 | 10,157 | 5,900 | 5,900 | - | 0.0% |
| Tax & Assessing | 1,354 | 3,000 | 1,000 | 1,600 | 600 | 60.0% |
| Blasting Permits | 180 | 180 | 90 | 90 | - | 0.0% |
| Animal Control Fees | 15 | 10 | - | - | - | - |
| Building Department | 176,050 | 175,298 | 168,600 | 169,600 | 1,000 | 0.6% |
| Planning/Zoning Commission | 3,901 | 12,015 | 2,000 | 3,000 | 1,000 | 50.0% |
| Zoning Board of Appeals | 1,210 | 1,200 | 1,000 | 1,000 | - | 0.0% |
| Inland Wetlands Commission | 4,510 | 5,135 | 3,000 | 3,000 | - | 0.0% |
| Public Works Department | 1,740 | 670 | 800 | 480 | (320) | -40.0% |
| Library Fees | 4,195 | 4,126 | 3,500 | 3,500 | - | 0.0% |
| Middle Haddam Hist. District | 150 | 150 | 100 | 150 | 50 | 50.0% |
| Transfer Station Fees | 38,498 | 67,023 | 37,800 | 31,050 | (6,750) | -17.9% |
| Total | 503,332 | 561,155 | 453,940 | 458,920 | 4,980 | 1.1% |

TOWN OF EAST HAMPTON
JULY 1, 2019 - JUNE 30, 2020
ESTIMATED REVENUES

| | Actual 2016-2017 | Actual 2017-2018 | Revised 2018-2019 | Budget 2019-2020 | Increase/ (Decrease) | Percent Change |
|--|----------------------|----------------------|----------------------|----------------------|-------------------------|-------------------|
| OTHER REVENUE | | | | | | |
| Finance Department | 17,851 | 43 | 1,000 | 50 | (950) | -95.0% |
| Community Room Rental | 150 | 419 | 150 | 150 | - | 0.0% |
| Housing Authority (P.I.L.O.T) | 17,108 | 20,798 | 15,000 | 15,000 | - | 0.0% |
| Sears Park Boat Passes | 4,575 | 4,063 | 3,000 | 3,000 | - | 0.0% |
| Pavilion Rental | 1,800 | 1,375 | 975 | 700 | (275) | -28.2% |
| Library Receipts | 7,309 | 4,537 | 7,300 | 2,500 | (4,800) | -65.8% |
| Cell tower rent | 28,923 | 32,851 | 32,850 | 32,850 | - | 0.0% |
| Insurance reimbursement | 13,630 | - | - | - | - | - |
| Sale of food at Sears Park | 2,097 | 164 | 2,000 | 1,500 | (500) | -25.0% |
| Miscellaneous | 1,645 | 111 | 100 | - | (100) | -100.0% |
| Total | 95,088 | 64,361 | 62,375 | 55,750 | (6,625) | -10.6% |
| INTEREST INCOME | | | | | | |
| | 22,168 | 53,065 | 42,500 | 52,500 | 10,000 | 23.5% |
| PROPERTY TAX REVENUE - OTHER | | | | | | |
| Supp. Motor Vehicle | 387,489 | 380,678 | 325,000 | 350,000 | 25,000 | 7.7% |
| Back Taxes | 563,481 | 1,091,756 | 550,000 | 275,000 | (275,000) | -50.0% |
| Interest on back taxes | 353,182 | 701,392 | 297,000 | 150,000 | (147,000) | -49.5% |
| Lien Fees | 4,395 | 7,848 | 3,500 | 3,500 | - | 0.0% |
| Total | 1,308,547 | 2,181,674 | 1,175,500 | 778,500 | (397,000) | -33.8% |
| TRANSFERS FROM OTHER FUNDS | | | | | | |
| Capital Reserve Fund & Other Funds | 400,000 | 111,791 | - | - | - | - |
| W.P.C.A. / Jt. Facilities (Interfund Service Charge) | 55,305 | 24,505 | 24,995 | 25,745 | 750 | 3.0% |
| Total | 455,305 | 136,296 | 24,995 | 25,745 | 750 | 3.0% |
| VOLUNTEER TAX ABATEMENT | | | | | | |
| | - | - | (60,000) | (60,000) | - | - |
| USE OF FUND BALANCE (Additional Appropriations) | | | | | | |
| | - | - | - | - | - | - |
| CURRENT TAXES | | | | | | |
| | 32,230,461 | 34,712,155 | 36,054,269 | 38,422,703 | 2,368,434 | 6.6% |
| TOTAL REVENUES | \$ 42,975,878 | \$ 44,819,222 | \$ 45,445,876 | \$ 47,147,932 | \$ 1,702,056 | 3.7% |

TOWN OF EAST HAMPTON
 BOARD OF FINANCE PROPOSED BUDGET
 JULY 1, 2019 - JUNE 30, 2020

2019-2020

FY 2019 (Revised) to FY 2020

| | Revised 2017-2018 | ACTUAL 2017-2018 | REVISED 2018-2019 | Department 2019-2020 | Town Manager Changes | 4/11/2019 Board of Finance Changes | BOARD OF FINANCE | | Percent Change |
|---|----------------------|---------------------|----------------------|-------------------------|-------------------------|--|-----------------------|------------------------|-------------------|
| | | | | | | | PROPOSED 2019-2020 | Increase (Decrease) | |
| ADMINISTRATION & FINANCE | | | | | | | | | |
| TOWN MANAGER'S DEPARTMENT | \$ 330,918 | \$ 347,909 | \$ 350,051 | \$ 362,179 | \$ (100) | \$ - | \$ 362,079 | \$ 12,028 | 3.4% |
| COUNCIL - SPECIAL PROGRAMS | 24,073 | 29,214 | 25,199 | 25,318 | (150) | | 25,168 | (31) | -0.1% |
| LEGAL DEFENSE & FEES | 127,000 | 152,025 | 127,000 | 127,000 | | | 127,000 | - | 0.0% |
| TOWN HALL & HUMAN SVS. ANNEX (1/2 Year) | 254,727 | 250,767 | 253,902 | 140,361 | (19,895) | | 120,468 | (133,434) | -52.6% |
| NEW TOWN HALL / POLICE / BOE (1/2 Year) | - | - | - | 145,510 | (4,261) | | 141,249 | 141,249 | |
| FINANCE AND ACCOUNTING | 436,332 | 436,008 | 455,390 | 471,323 | | | 471,323 | 15,933 | 3.5% |
| COLLECTOR OF REVENUE | 165,834 | 155,341 | 171,138 | 165,191 | 307 | | 165,998 | (5,640) | -3.3% |
| ASSESSOR'S OFFICE | 174,048 | 160,876 | 183,326 | 187,973 | (1,000) | | 186,973 | 3,647 | 2.0% |
| TOWN CLERK'S OFFICE | 156,941 | 156,777 | 159,466 | 173,104 | | | 173,104 | 13,638 | 8.6% |
| REGISTRARS/ELECTIONS | 48,671 | 35,077 | 46,166 | 47,964 | (782) | (3,500) | 43,682 | (2,484) | -5.4% |
| GENERAL INSURANCE | 476,009 | 378,903 | 393,804 | 424,250 | | | 424,250 | 30,446 | 7.7% |
| PROBATE COURT | 16,244 | 16,244 | 16,143 | 17,000 | | | 17,000 | 857 | 5.3% |
| EMPLOYEE BENEFITS | 1,793,169 | 1,787,244 | 1,759,912 | 2,013,458 | (80,750) | 11,250 | 1,943,958 | 184,046 | 10.5% |
| INFORMATION TECHNOLOGY | 104,464 | 104,421 | 114,763 | 120,159 | | | 120,159 | 5,396 | 4.7% |
| CNG COMMUNITY CONTRIBUTION | 100,000 | 100,000 | 100,000 | 100,000 | | | 100,000 | - | 0.0% |
| CONTINGENCY | 20,000 | - | 20,000 | 20,000 | | 151,185 | 171,185 | 151,185 | 755.9% |
| TOTAL ADMINISTRATION & FINANCE | 4,228,430 | 4,110,806 | 4,176,260 | 4,540,790 | (106,629) | 158,935.00 | 4,593,096 | 416,836 | 10.0% |
| PUBLIC SAFETY | | | | | | | | | |
| POLICE ADMINISTRATION | 323,720 | 324,603 | 330,751 | 332,941 | | | 332,941 | 2,190 | 0.7% |
| POLICE REGULAR PATROL | 1,495,986 | 1,496,109 | 1,539,861 | 1,726,659 | (108,948) | 41,310 | 1,659,021 | 119,160 | 7.7% |
| LAKE PATROL/BOAT REGISTRATIONS | 1,723 | 924 | 1,723 | 1,723 | | | 1,723 | - | 0.0% |
| ANIMAL CONTROL | 46,620 | 45,850 | 47,985 | 49,950 | | | 48,950 | 965 | 2.0% |
| FIRE DEPARTMENT | 262,884 | 262,884 | 261,953 | 261,953 | | | 261,953 | - | 0.0% |
| FIRE MARSHAL | 48,107 | 47,971 | 51,066 | 121,126 | (69,240) | | 51,886 | 820 | 1.6% |
| TOWN CENTER FIRE SYSTEM | 8,050 | 28,817 | 8,050 | 13,050 | (5,000) | | 8,050 | - | 0.0% |
| AMBULANCE SERVICES | 16,500 | 15,301 | 16,500 | 15,000 | | | 15,000 | (1,500) | -9.1% |
| CIVIL PREPAREDNESS / L.E.P.C | 15,901 | 15,881 | 15,230 | 35,100 | (20,000) | (10,000) | 5,100 | (10,130) | -66.5% |
| PUBLIC SAFETY DISPATCH | 220,075 | 200,686 | 228,075 | 239,775 | 0 | | 239,775 | 11,700 | 5.1% |
| STREET LIGHTING | 60,000 | 55,366 | 65,000 | 57,500 | | | 57,500 | (7,500) | -11.5% |
| TOTAL PUBLIC SAFETY | 2,499,566 | 2,494,392 | 2,566,194 | 2,853,777 | (203,188) | 31,310 | 2,681,899 | 115,705 | 4.5% |
| HEALTH AND HUMAN SERVICES | | | | | | | | | |
| CHATHAM HEALTH DISTRICT ASSESSMENT | 138,569 | 138,481 | 142,852 | 153,653 | (776) | | 152,877 | 10,025 | 7.0% |
| HUMAN SERVICES | 92,326 | 88,588 | 105,506 | 118,850 | (6,697) | | 112,153 | 6,647 | 6.3% |
| SENIOR CENTER | 127,507 | 117,330 | 122,288 | 126,339 | (2,316) | | 124,023 | 1,735 | 1.4% |
| TRANSPORTATION | 52,600 | 52,600 | 52,600 | 53,500 | | | 53,500 | 900 | 1.7% |
| COMMUNITY SERVICES | 5,725 | 4,615 | 5,725 | 5,725 | | | 5,725 | - | 0.0% |
| CEMETERY CARE | 5,000 | 4,928 | 5,000 | 5,000 | | | 5,000 | - | 0.0% |
| COMMISSION ON AGING | 1,000 | 401 | 1,200 | 1,200 | | | 1,200 | - | 0.0% |
| TOTAL HEALTH AND HUMAN SERVICES | 422,727 | 406,943 | 435,171 | 464,267 | (9,789) | - | 454,478 | 19,307 | 4.4% |

TOWN OF EAST HAMPTON
 BOARD OF FINANCE PROPOSED BUDGET
 JULY 1, 2019 - JUNE 30, 2020

2019-2020

FY 2019 (Revised) to FY 2020

| | Revised 2017-2018 | ACTUAL 2017-2018 | REVISED 2018-2019 | Department 2019-2020 | Town Manager Changes | 4/11/2019 Board of Finance Changes | BOARD OF FINANCE | | Increase (Decrease) | Percent Change |
|--|----------------------|----------------------|----------------------|-------------------------|-------------------------|--|-----------------------|---------------------|------------------------|-------------------|
| | | | | | | | PROPOSED 2019-2020 | 2019-2020 | | |
| REGULATORY | | | | | | | | | | |
| PLANNING, ZONING & BUILDING | 330,367 | 327,068 | 333,413 | 413,187 | (58,031) | | 355,156 | 21,743 | 6.5% | |
| ECONOMIC DEVELOPMENT | 4,527 | 4,229 | 5,302 | 5,302 | | | 5,302 | - | 0.0% | |
| CONSERVATION AND LAKE COMMISSION | 21,677 | 20,477 | 40,777 | 58,277 | (18,000) | | 40,277 | (500) | -1.2% | |
| REDEVELOPMENT AGENCY | 1,477 | 616 | 1,480 | 1,480 | | | 1,480 | - | 0.0% | |
| MIDDLE HADDAM HISTORIC DISTRICT | 800 | 378 | 800 | 800 | | | 800 | - | 0.0% | |
| TOTAL REGULATORY | 358,848 | 352,768 | 381,772 | 479,046 | (76,031) | | 403,015 | 21,243 | 5.6% | |
| PUBLIC WORKS | | | | | | | | | | |
| PUBLIC WORK DEPARTMENT | 1,360,165 | 1,344,552 | 1,388,144 | 1,429,182 | (8,904) | | 1,420,278 | 32,134 | 2.3% | |
| ENGINEERING | 50,000 | 49,996 | 50,000 | 50,000 | | | 50,000 | - | 0.0% | |
| TOWN GARAGE | 76,428 | 55,078 | 74,828 | 74,372 | (8,509) | | 67,863 | (6,965) | -9.3% | |
| TOWNWIDE MOTOR FUEL | 134,245 | 133,425 | 133,000 | 134,000 | (19,080) | | 114,920 | (18,080) | -13.6% | |
| ROAD MATERIALS | 355,925 | 353,964 | 365,925 | 370,925 | (5,000) | | 365,925 | - | 0.0% | |
| TRANSFER STATION | 152,808 | 162,408 | 155,028 | 157,138 | 2,459 | | 159,597 | 4,569 | 2.9% | |
| SEPTAGE DISPOSAL | 2,600 | 2,556 | 2,600 | 2,600 | | | 2,600 | - | 0.0% | |
| TOTAL PUBLIC WORKS | 2,132,171 | 2,101,979 | 2,169,525 | 2,220,217 | (39,034) | | 2,181,183 | 11,658 | 0.5% | |
| CULTURE AND RECREATION | | | | | | | | | | |
| PARK & RECREATION | 378,649 | 377,501 | 388,824 | 449,496 | (38,547) | | 410,949 | 22,125 | 5.7% | |
| ARTS & CULTURAL COMMISSION | 1,585 | 1,466 | 2,000 | 2,000 | | | 2,000 | - | 0.0% | |
| E H COMMUNITY CENTER | 147,958 | 159,046 | 153,319 | 161,175 | 1,836 | | 163,011 | 9,692 | 6.3% | |
| E HAMPTON PUBLIC LIBRARY | 422,973 | 419,752 | 442,551 | 516,780 | (48,058) | | 468,722 | 26,171 | 5.9% | |
| MIDDLE HADDAM LIBRARY | 15,000 | 15,000 | 10,000 | 10,000 | | | 10,000 | - | 0.0% | |
| TOTAL CULTURE AND RECREATION | 966,165 | 972,765 | 996,694 | 1,139,451 | (84,769) | | 1,054,682 | 57,988 | 5.8% | |
| TOTAL OPERATING BUDGET (TOWN) | 10,607,907 | 10,439,653 | 10,725,616 | 11,697,548 | (519,440) | 190,245 | 11,368,353 | 642,737 | 5.99% | |
| DEBT SERVICE (includes tax exempt leases) | 2,789,341 | 2,775,513 | 3,228,386 | 3,228,386 | - | | 3,228,386 | - | 0.00% | |
| CONTRIBUTIONS TO OTHER FUNDS | | | | | | | | | | |
| TRANSFER TO CAPITAL RESERVE FUND | 778,000 | 1,348,000 | 812,206 | 2,088,200 | (809,200) | (21,500) | 1,257,500 | 445,294 | 54.8% | |
| TRANSFER TO COMP. ABSENCES FUND | 37,500 | 37,500 | 40,000 | 40,000 | | | 40,000 | - | 0.0% | |
| TOTAL CONTRIBUTIONS TO OTHER FUNDS | 815,500 | 1,385,500 | 852,206 | 2,128,200 | (809,200) | (21,500) | 1,297,500 | 445,294 | 54.9% | |
| TOWN GOVERNMENT TOTAL | 14,212,748 | 14,600,666 | 14,806,208 | 17,054,134 | (1,328,640) | 168,745 | 15,894,239 | 1,088,031 | 7.35% | |
| EDUCATION | 30,047,971 | 30,047,971 | 30,639,668 | 31,575,693 | - | (322,000) | 31,253,693 | 614,025 | 2.00% | |
| TOTAL | \$ 44,260,719 | \$ 44,648,637 | \$ 45,445,876 | \$ 48,629,827 | (1,328,640) | (153,255) | \$ 47,147,932 | \$ 1,702,056 | 3.75% | |

TOWN OF EAST HAMPTON
CAPITAL IMPROVEMENT PLAN 2019-2020

| Category | Project Name | Funding | 2019 Approved | 2020 Dep. | 2020 Town Manager | 2020 Committee | 2020 Board of Finance |
|----------------------------------|--|--|---------------|--------------|-------------------|----------------|-----------------------|
| EDUCATION | | | | | | | |
| Buildings & Grounds | Asbestos abatement and floor replacement | General Fund | | \$ 25,000 | \$ 25,000 | \$ 25,000 | \$ 25,000 |
| Buildings & Grounds | Interior Finishes | General Fund | | 35,000 | 35,000 | 35,000 | 17,500 |
| Buildings & Grounds | School Safety | General Fund | | 20,000 | 20,000 | 20,000 | 20,000 |
| Buildings & Grounds | Track resurface sinking fund | General Fund | | 15,000 | 15,000 | 15,000 | 15,000 |
| Buildings and Grounds | Center School Boiler Replacement with Heating/HVAC Air Quality | Finance (Approved at Town Meeting 3-11-19) | | 277,000 | 275,000 | | |
| Buildings and Grounds | Floor Tile and Carpet | General Fund | | 40,000 | 40,000 | 40,000 | 20,000 |
| Buildings and Grounds | Interior Door Locks (All Schools) - School Safety | General Fund | 150,000 | | | | |
| Buildings and Grounds | HVAC RTU Equipment Replacement (Middle, Center & Memorial) | General Fund | 25,000 | 35,000 | 35,000 | 35,000 | 35,000 |
| Technology | All Technology - See attached | General Fund | | 346,000 | 300,000 | 300,000 | 300,000 |
| Technology | Chromebooks - 6th & 9th Grade & Teacher Laptops | General Fund | 27,500 | | | | |
| | | | \$ 479,500 | \$ 791,000 | \$ 470,000 | \$ 470,000 | \$ 432,500 |
| CULTURE & RECREATION | | | | | | | |
| Buildings & Grounds | Interior Paint - Community Center | General Fund | | 16,000 | | | |
| Buildings & Grounds | Playscape Replacement at Memorial School (Sinking Fund) | General Fund | 35,000 | 10,000 | 10,000 | 10,000 | 16,000 |
| Buildings & Grounds | Sears Park Parking Lot | General Fund | | 15,000 | | | |
| Buildings & Grounds | Sears Park Landscaping | General Fund | | 20,000 | | | |
| Buildings & Grounds | Airline Trail Grant Match | General Fund | | 15,000 | | | |
| Buildings & Grounds | Library Carpet Replacement | General Fund | | 65,000 | | | |
| Buildings & Grounds | Library/Community Center - Replace Fencing | General Fund | | 8,200 | | | |
| | | | \$ 35,000 | \$ 149,200 | \$ 10,000 | \$ 10,000 | \$ 26,000 |
| GENERAL GOVERNMENT | | | | | | | |
| Land | Land acquisition - Town | General Fund | | | | | |
| Other | Revaluation | General Fund | 50,000 | 50,000 | 50,000 | 50,000 | 50,000 |
| Technology | Upgrade servers / printers | General Fund | 20,000 | | | | |
| Technology | Upgrade/Enhance Software | General Fund | 35,000 | | | | |
| | | | \$ 105,000 | \$ 50,000 | \$ 50,000 | \$ 50,000 | \$ 50,000 |
| HEALTH AND HUMAN SERVICES | | | | | | | |
| | Cemetery Sinking Fund | | | | | | |
| | | | \$ - | \$ - | \$ - | \$ - | \$ - |
| PUBLIC SAFETY | | | | | | | |
| Buildings & Grounds | Dry Hydrant Installations | General Fund | 7,500 | 25,000 | 25,000 | 25,000 | 25,000 |
| Buildings & Grounds | Fire Department Facility Maintenance & Repair Sinking Fund | General Fund | 30,000 | 50,000 | 30,000 | 30,000 | 30,000 |
| Buildings & Grounds | Town Center Hydrant Dredging | General Fund | | 50,000 | 50,000 | 50,000 | 50,000 |
| Buildings & Grounds | Repave Lot and Apron - Co. 1 | General Fund | | 50,000 | | | |
| Equipment | Air Bottles | General Fund | 7,500 | 20,000 | 10,000 | 10,000 | 10,000 |
| Equipment | Turnout gear | General Fund | 20,000 | 20,000 | 20,000 | 20,000 | 20,000 |
| Equipment | Radio Upgrades | Finance (Approved at Town Meeting 3-11-19) | 845,000 | 800,000 | | | |
| Equipment | Taser Replacement | General Fund | | 25,000 | 25,000 | 25,000 | 25,000 |
| Equipment | Hurst Tool Replacement | General Fund | | 38,000 | 38,000 | 38,000 | 38,000 |
| Technology | Accountability System | General Fund | | 15,000 | 15,000 | 15,000 | 15,000 |
| Vehicles | Cruisers and Conversion Equip. | General Fund | 79,606 | | | | |
| Vehicles | Police Chief Replacement Vehicle | General Fund | | 45,000 | 45,000 | 45,000 | 45,000 |
| Vehicles | Fire Chief Replacement Vehicle | General Fund | | 65,000 | 65,000 | 65,000 | 65,000 |
| Vehicles | Towing Vehicle Co.2 | General Fund | | 50,000 | | | |
| Vehicles | Replace Engine 212 | Finance (Approved at Town Meeting 3-11-19) | 679,000 | 675,000 | | | |
| Vehicles | Sinking Fund for Fire Department Rolling Stock | General Fund | 50,000 | 300,000 | 50,000 | 50,000 | 50,000 |
| | | | \$ 1,718,606 | \$ 2,228,000 | \$ 373,000 | \$ 373,000 | \$ 373,000 |
| PUBLIC WORKS | | | | | | | |
| Equipment | Truck plows / senders | General Fund | 20,000 | 15,000 | 15,000 | 15,000 | 15,000 |
| Roads / Sidewalks | Road Repair / Maintenance | General Fund | 225,100 | 382,500 | 350,000 | 350,000 | 350,000 |
| Roads / Sidewalks | Road repairs (Private Roads) | General Fund | | 7,500 | 10,000 | 10,000 | 10,000 |
| Roads / Sidewalks | Sidewalk repair and replacement | General Fund | 20,000 | 40,000 | 40,000 | 40,000 | 40,000 |
| Roads / Sidewalks | Water quality infrastructure improvements | General Fund | 75,000 | 50,000 | | | |
| Vehicles | Pick-Up Truck | General Fund | | 45,000 | | | |
| Vehicles | Masonry Dump Truck | General Fund | | 75,000 | | | |

TOWN OF EAST HAMPTON
CAPITAL IMPROVEMENT PLAN 2019-2020

Amended 4-11-2019
Approved 4-2-2019

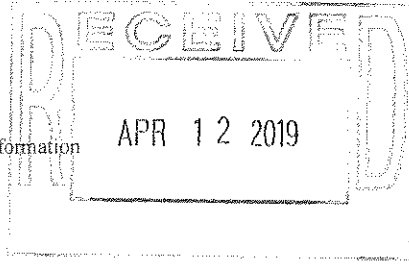
| Category | Project Name | 2019 Approved | 2020 Dept. | 2020 Town Manager | 2020 Board of Finance |
|----------|--------------------------------|---------------|--------------|-------------------|-----------------------|
| Vehicles | Vehicle equipment sinking fund | \$ 350,400 | \$ 80,000 | \$ 40,000 | \$ 40,000 |
| | | \$ 695,000 | \$ 455,000 | \$ 455,000 | \$ 455,000 |
| | TOTAL | \$ 2,688,206 | \$ 3,913,200 | \$ 1,358,000 | \$ 1,358,000 |

TOTAL EDUCATION

TOTAL TOWN

| | | | | |
|--------------|--------------|------------|------------|------------|
| \$ 479,500 | \$ 791,000 | \$ 470,000 | \$ 470,000 | \$ 432,500 |
| \$ 2,208,706 | \$ 3,122,200 | \$ 888,000 | \$ 888,000 | \$ 904,000 |

| | 2019 Approved | 2020 Dept. | 2020 Town Manager | 2020 Board of Finance |
|----------------------------------|---------------|--------------|-------------------|-----------------------|
| Cash (General Fund Contribution) | \$ 812,206 | \$ 2,088,200 | \$ 1,283,000 | \$ 1,279,000 |
| Finance | \$ 1,801,000 | \$ 1,750,000 | | \$ 1,257,500 |
| LOCIP | 75,000 | 75,000 | 75,000 | 79,000 |
| TOTAL | \$ 2,688,206 | \$ 3,913,200 | \$ 1,358,000 | \$ 1,358,000 |



April 10, 2019

Mr. Michael Maniscalco
Town Manager
Town of East Hampton
20 High Street
East Hampton, CT 06424

Re: Water Supply Extension to East Hampton

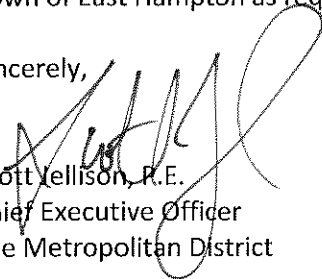
Dear Mr. Maniscalco:

Over the past year the Metropolitan District (MDC) has participated in the conversation and agrees with the State of Connecticut Water Supply Plan as well as the Water Utility Coordinating Committee that the need to provide safe and plentiful potable water to the citizens and businesses of East Hampton should be the #1 priority in the State. We provided a conceptual design for supplying this water from our system, through Portland and to East Hampton via a new 7 mile transmission main along the Route 66 corridor. Given the MDC's proposal centers on utilizing the Portland infrastructure, Portland would need to at least become a non-member town in order for the MDC to have ability to serve water to East Hampton. As you are aware MDC has been working with Portland for the past 5 years discussing this possibility with no clear decision.

In addition, the extension of water supply to the town and the construction of a water system within the town would cost approximately \$80 million dollars and cannot be funded by MDC's existing customer base. The Department of Public Health requested a \$40 million dollar grant to support construction, but the funding was not included as part of the Governor's budget. **Therefore without any possible grants for the #1 priority in the State, it would be impractical for the MDC to provide water service to the Town for a reasonable cost.**

MDC strongly supports the town's need for water due to water quality and quantity related issues, however, at this time the MDC must respectfully decline the opportunity to submit a proposal to the Town of East Hampton as requested in your letter dated March 21, 2019.

Sincerely,



Scott Yellison, P.E.
Chief Executive Officer
The Metropolitan District

Cc: Lori Mathieu, CT DPH
Betsey Wingfield, CT DEEP



AGENDA
ITEM # 12

Office of the COLLECTOR OF REVENUE
KRISTY MERRIFIELD, CCMC
kmerrifield@easthamptonct.gov

April 23, 2019

To: The East Hampton Town Council,

The documentation for the tax refunds listed below is available in the Office of the Collector of Revenue for your review. There are four (4) refunds totaling \$5,155.73.

Respectfully Submitted,

Kristy L. Merrifield, CCMC
Collector of Revenue

004

| | |
|----------|---|
| 541.78 | ⊕ |
| 882.66 | ⊕ |
| 3,583.25 | ⊕ |
| 148.04 | ⊕ |
| 5,155.73 | ⊕ |