


MEMORANDUM

TO: Town Council
FROM: David E. Cox, Town Manager 
DATE: February 18, 2022
SUBJECT: Town Manager's Report

The following information includes follow up from general items that were discussed at previous Council meetings as well as updates of a general nature from the departments. The items are organized by department and are intended to provide information on activities currently being undertaken by the Town's departments and those matters that are upcoming. Not all departments will be represented in each Report.

Council Meeting Follow Up

- Staff is working on the matter of amendment to the agreement with MIRA related to solid waste disposal. Staff has met with representatives of an alternative disposal location and is reaching out to other municipalities who have decided to leave MIRA to determine what they will be doing and how their situation relates to East Hampton's. It is expected that the matter will return to the Council agenda at the first meeting in March.
- In follow up to not only the most recent discussions regarding the ambulance service in Town but also to a longer term dialog regarding the future of the service in East Hampton, staff is researching alternatives to address the long term sustainability of the service. As indicated by both the previous and current Councils, the goal is to identify a reliable and cost effective way to ensure that ambulance service is provided to the Town into the future with limited impact on taxpayers.
- The Clean Energy Task Force is coordinating with the Town Manager's Office to continue the discussion and review of Sustainable CT membership. The Task Force is arranging for a presentation to the Town's management staff in the upcoming weeks regarding the program and plans to make a similar presentation with representatives of the program to the Council in the future.

Library

- The Library is promoting several upcoming programs, including hosting local historian and author Marty Podskoch this coming Tuesday, February 22 at 6:30pm in the Library for a discussion of his latest book, *Rhode Island 39 Club: Your Passport & Guide to Exploring Rhode Island*. The Library also has upcoming children's and teen programs featuring therapy dogs from the organization Bright and Beautiful Therapy Dogs. Visit the Library website for information on programs and to register: <https://easthamptonpubliclibrary.org/>

- The Library is seeking help from town residents on two projects for April's Kindness EHxtravaganza, which is funded by a grant from the Peach Pit Foundation and the Community Foundation of Middlesex County. The Library will be hosting a silent auction to benefit Connecticut Draft Horse Rescue and Our Companions Animal Rescue and is accepting donations from local artists of their work for the event. The Library is also seeking letters from residents about their experiences in East Hampton and why it is a special place for them as a part of the initiative to spread kindness beyond East Hampton. The letters will be included in packages the Library is exchanging with libraries located across the United States and in other countries.

Parks and Recreation

- The final report for the survey from the online Parks and Recreation Needs Analysis is included with this Report. Art Thatcher, the representative from Green Play, will be presenting these results to the Parks and Recreation Advisory Board at its next meeting on March 1 at 4:30pm. Staff and Mr. Thatcher will then be scheduling a presentation to the Town Council in the near future once the overall Needs Analysis is complete.
- Pursuant to the CT Office of Early Childhood guidelines, masks will become optional for staff and participants in the Department's Afternoon Adventures program effective March 1, 2022.
- At its meeting on Tuesday, February 1 the Parks and Recreation Advisory Board approved a motion to recommend creation of a full time Program Manager position that will combine the part time Office Administration role and the Program Lead role into one. Staff will be presenting the proposed Job Description and the proposed funding plan to the Town Council for consideration in March.

Police

- The Department continues its efforts to remove unused or expired prescription medication from households through the successful use of the Drug Take Back receptacle located in the lobby of the Police Department. On February 14, staff took another 163.20 pounds of medication to the off-site destruction facility. Since January 2020, the program has collected and destroyed over 626.3 pounds of prescription medication. These totals do not include the Department's yearly participation in the Drug Enforcement Administration's (DEA) annual Drug Take Back program.
- The Department is required on an annual basis to report all Use of Force incidents to the Office of Policy and Management's Criminal Justice Policy and Planning Division. During the calendar year of 2021 the Department had two Use of Force incidents. In each incident, the involved Officers drew their firearms to control the actions of an individual who either had a weapon and was making threatening movements towards the Officer or the person was reported to have a weapon by the complainant. In both cases, the Use of Force incidents were reviewed by a

supervisor and the Chief of Police and were found to be in compliance with the Department's Use of Force Policy. No injuries were sustained by anyone involved in the incidents.

- Additionally, the Department is required to submit an annual report to the Police Officer Standards and Training Council (POSTC) of the number of pursuits the officers were involved in. The Department follows the State mandated policy, which defines pursuit as: "an attempt by a police officer in an authorized emergency vehicle to apprehend any occupant of another moving vehicle, when the driver of the fleeing vehicle is attempting to avoid apprehension by maintaining or increasing the speed of such vehicle or by ignoring the police officer's attempt to stop such vehicle." During the calendar year of 2021, the Department initiated four pursuits in which the operator increased their speed when attempts to stop the vehicle were made. In all four cases, the officer terminated the pursuit since it is against State statute to pursue a vehicle for motor vehicle charges only. The pursuits were reviewed by a supervisor and the chief of police and were found to be in compliance with the Department's pursuit policy.

- Acting on a recent complaint from a concerned citizen about motorists failing to stop for individuals in the crosswalk on North Main Street, near Edgemere Condominiums, the Department set out to educate motorists about the new pedestrian crosswalk law. The law states:
 - Sec. 14-300 (c) Failure to Grant the Right-of-Way to Pedestrians at a Crosswalk (Infraction: \$275.00 fine)
 - 1. An operator of a vehicle at a crosswalk not controlled by an officer or traffic signal
 - 2. Fails to grant the right-of-way (by stopping or slowing, if necessary)
 - 3. To any pedestrian who is crossing the roadway within the crosswalk when he or she:
 - a. Is within any portion of the crosswalk;
 - b. Steps to the curb at the entrance to the crosswalk and indicates his or her intention to cross the roadway by raising his or her hand and arm toward oncoming traffic;
 - c. Indicates his or her intention to cross the roadway by moving any part of his or her body, or any extension of his or her body, including-but not limited to:
 - 1. A wheelchair, cane, walking stick, crutch,
 - 2. Bicycle, electric bicycle
 - 3. Stroller, carriage, cart,
 - 4. A leashed or harnessed dog

Ten vehicles were stopped during a one-hour period and the motorists were issued written warnings, not fines, and advised of the new law. The Department will continue to monitor this area and other crosswalk locations in town, to gain voluntary compliance with this new law.

Public Works

- Staff is preparing to undertake some storm sewer replacement work in the Village Center on part of the system that crosses the 82 Main Street property. At some time in the past, there was Right of Way that passed through the property, but which no longer exists. Nevertheless, the Town's storm sewer system runs in the area of the former ROW. To ensure access to the system in the future, staff is preparing an easement document, which is expected to be presented to the Council for acceptance soon.

Senior Center

- AARP free tax assistance is operating by appointment on Mondays in February and March and completed two appointment days this month thus far. This is a well-liked service and Taxpaying seniors are thankful for it. Senior Center staff is also active with emergency energy assistance and outreach needs.
- Staff is developing a variety of future programs including an Airline Trail Tour; a three- part series of speakers discussing planning for the future including estate planning, funeral pre-planning and other topics; floral arranging with a retired senior florist; and a program for recognition of volunteers at the senior center. May is Older American's month and staff is developing creative programming to celebrate.
- Staff has programed a cooking demonstration in March with Mary Lee Brody. Her focus will be St. Patrick's Day.
- New van update: Staff is reviewing and developing policies related to Title VI of the Civil Rights Act of 1964 prohibiting discrimination based on race, color, or national origin in programs or activities which receive Federal financial assistance. As the Council will recall, the Town has received a grant to fund 100% of the cost of a replacement passenger van and appropriate and updated policies and procedures must be in place prior to release of grant funds.

WPCA

- The WPCA began review of the utility's FY23 Budget this month, which identifies an increase of \$44,530 (2.37%), due, in large part, to increased contributions for to help fund capital expenditures including repairs to three force mains. The total cost of all three force main projects is estimated at \$420,000. The budget will be given final consideration at the WPCA meeting on March 1. The final rate for sanitary sewer services will be established in September.
- WPCA staff and the Town Manager's Office continue to address the odor problems that have existed in the Village Center for almost two years and, at times, prior to then. Due to malfunctions and other issues occurring in the odor control systems in Marlborough and

Colchester, the flow of material through the Village Center system is, at times, especially pungent. At these times, businesses and visitors to the area notice it and have complained. Of special concern is the fact that the odor is making its way into buildings. While that can mean problems with the internal plumbing of the individual building, staff is looking at ways to provide some education to property and business owners about steps they can take to keep the odor contained. Staff is also looking at ways it can further investigate the system to expose any hidden issues that may exist that are allowing the odors to escape more easily.

Youth and Family Services

- The Department continues to provide heating assistance and food to a compromised household and is working with State agencies on the matter. Staff is in contact with helpful neighbors and family members to provide important assistance as well.
- Epoch Arts will be coming soon to hang art for the third phase of the Department's mental health and wellness project. A recent paint night at Epoch was well attended by kids in both the middle and high school. The Department encourages the community to watch for upcoming paint nights associated with this project and would love to have more children participate.
- The Department is in the process of bringing additional counselors on to meet the needs of the community and especially of its young residents. Students from UCONN's School of Social Work and Springfield College School of Social Work are expected to join us for the spring semester. Counseling services continue to take place at the Town Hall offices and at both the Middle and High Schools to accommodate families who might not otherwise be able to bring their children in for services at night.

Town Manager/Other

- The Town's COVID rates continue to drop quickly in the recent figures. The Town remains in the "Red Alert" level under the State's framework along with most of the State. In the recent reporting, the Town saw an average of about 3.5 new cases each day or 27.3 cases per 100,000 population. This week's report from Chatham Health District is attached to this Report. All who are eligible continue to be encouraged to receive the COVID vaccine, which is available through Chatham Health District and other locations. About 74% of the Town's residents are fully vaccinated.
- Global 66, LLC has applied for the Town's Business Tax Incentive Program. This program, which is described in the attached section of the Town Code, allows for certain tax breaks for new or expanding businesses. The application will be initially reviewed by the Economic Development Commission and a report and recommendation will be sent to the Town Council.

Town Council - Town Manager's Report

February 18, 2022

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cc: Management Staff

Town of East Hampton, CT Recreation Needs Assessment Survey

292 Total Responses

Date Created: Monday, November 15, 2021

Date Closed: Saturday, January 15, 2022

Complete Responses: 292

Monday, January 31, 2022

Introduction

- The purpose of this study was to gather resident feedback on the Town of East Hampton parks, recreation facilities, amenities, future planning, communications, and more.
- This survey research effort and subsequent analysis were designed to assist the Town of East Hampton in developing a plan to reflect the community's needs and desires.

Key Findings

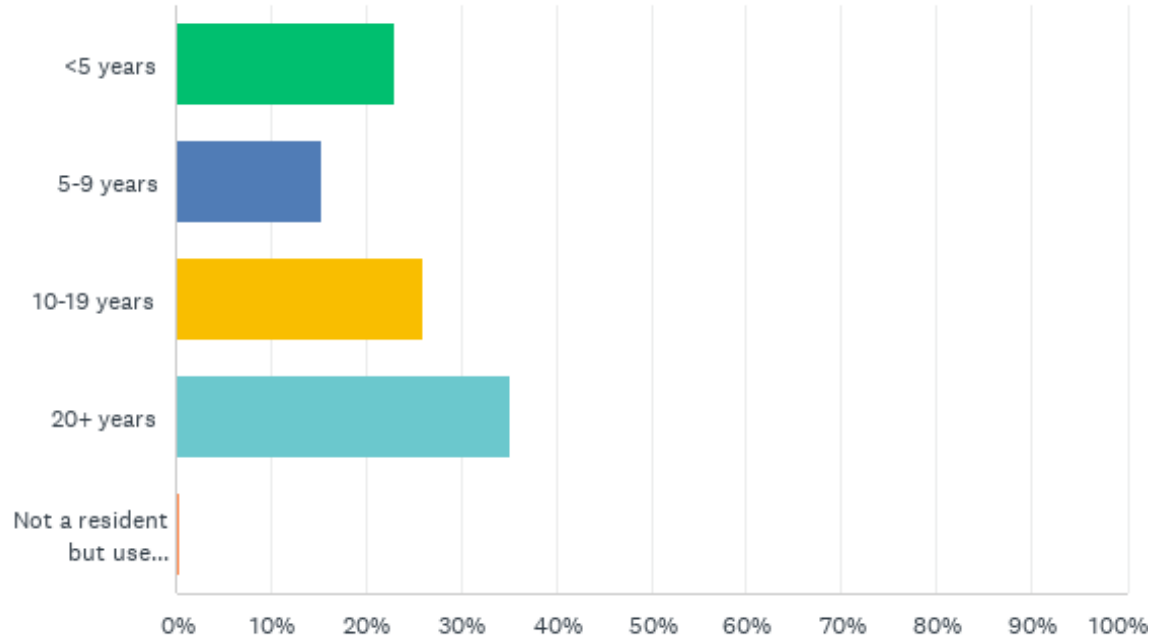
- The majority of survey respondents were either very familiar or familiar (68.19%) with parks, recreation facilities, programs and services the Town provides.
- Most survey respondents (87.76%) feel the availability of local parks and recreation opportunities in East Hampton are very important or important to the household.
- Community events (80.99%), outdoor recreation programs (60.56%), adult enrichment (49.30%) and Nature programs (47.18%) are the top activities families participate in.
- Health and wellness, land preservation, family-oriented activities, maintenance of parks and facilities, and connectivity between trails are the top 5 priorities for focus on improving.

Key Findings

- To increase utilization, respondents' top choices were additional facilities, awareness of programs and condition/maintenance of parks.
- When asked about greatest needs, respondents' an indoor aquatic facility (45.20%), connections to the Air Line Trail (41.28%) and indoor multi-purpose facility were their top 3 choices.
- E-mail from the Town (79.57%), internet/website (68.46%) and social networking (56.27%) are the top 3 way to reach respondents.
- When asked to rank initiatives for the Department, add more trails/sidewalks, add new aquatic facilities, improve and/or renovate and maintain existing parks, and add new specialty parks are the top 4 rankings.

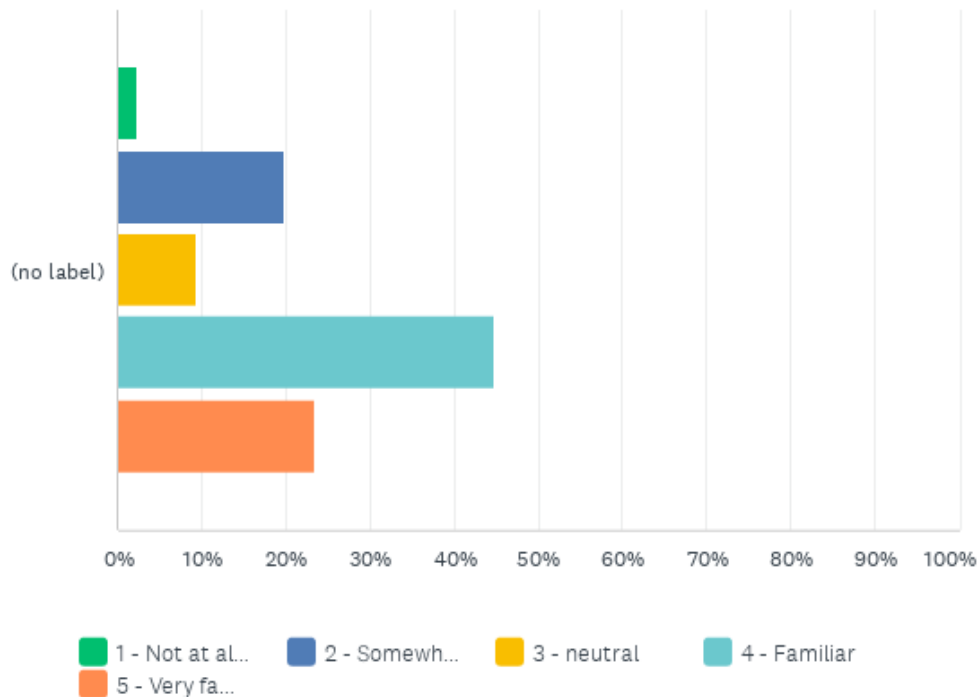
Q1: How long have you lived in East Hampton?

Answered: 292 Skipped: 0



Q2: On a scale from 1 to 5, where 5 is very familiar and 1 is not at all familiar, please indicate how knowledgeable/familiar are you and your household with parks, recreation facilities, programs and services the Town provides?

Answered: 286 Skipped: 6



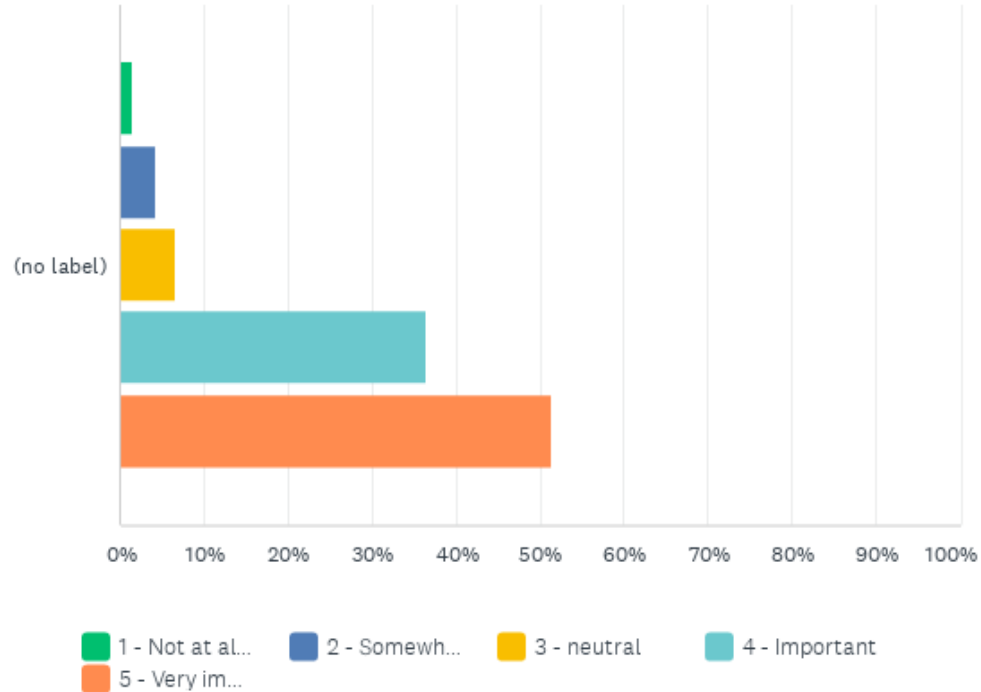
Q2: On a scale from 1 to 5, where 5 is very familiar and 1 is not at all familiar, please indicate how knowledgeable/familiar are you and your household with parks, recreation facilities, programs and services the Town provides?

Answered: 286 Skipped: 6

	1 - NOT AT ALL FAMILIAR	2 - SOMEWHAT FAMILIAR	3 - NEUTRAL	4 - FAMILIAR	5 - VERY FAMILIAR	TOTAL	WEIGHTED AVERAGE
(no label)	2.45% 7	19.93% 57	9.44% 27	44.76% 128	23.43% 67	286	3.67

Q3: On a scale from 1 to 5, where 5 is very important and 1 is not at all important, please indicate how important to you and your household is the availability of local parks and recreation opportunities in East Hampton?

Answered: 286 Skipped: 6



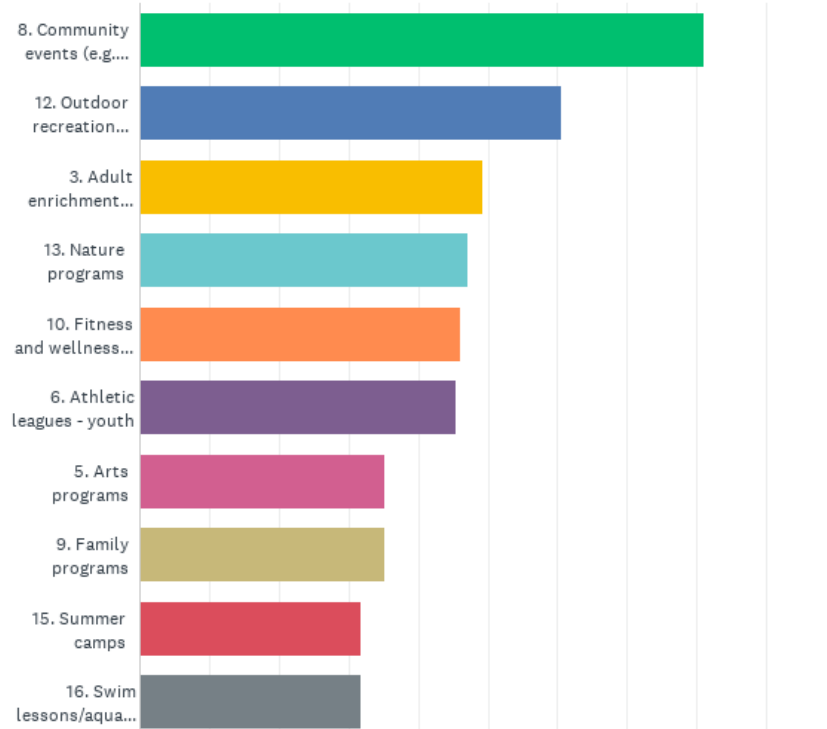
Q3: On a scale from 1 to 5, where 5 is very important and 1 is not at all important, please indicate how important to you and your household is the availability of local parks and recreation opportunities in East Hampton?

Answered: 286 Skipped: 6

	1 - NOT AT ALL IMPORTANT	2 - SOMEWHAT IMPORTANT	3 - NEUTRAL	4 - IMPORTANT	5 - VERY IMPORTANT	TOTAL	WEIGHTED AVERAGE
(no label)	1.40% 4	4.20% 12	6.64% 19	36.36% 104	51.40% 147	286	4.32

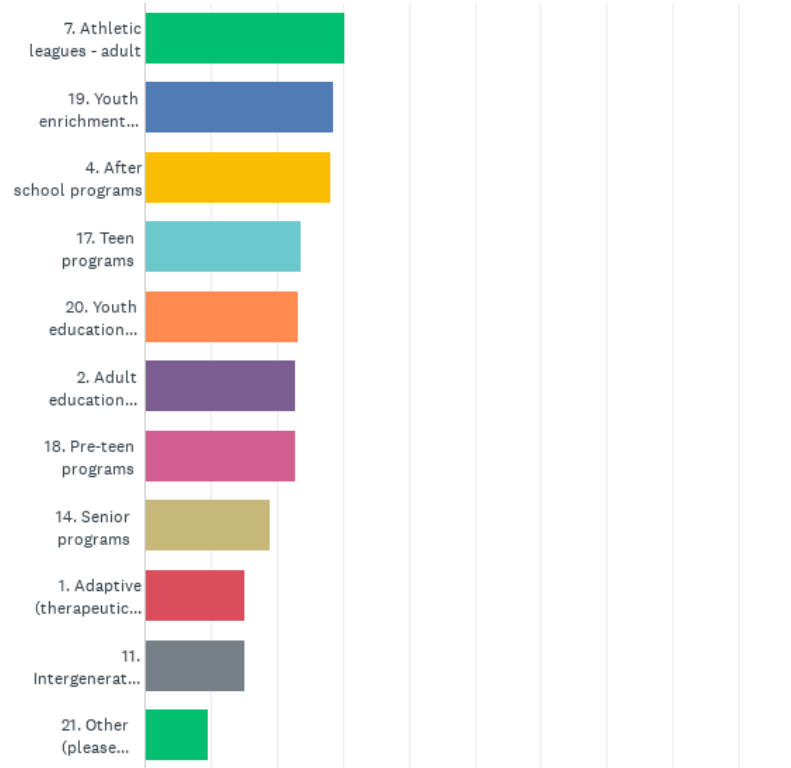
Q4: Please indicate if your family participates in or would like to participate in any of the following activities (please check all that apply): Top 10 responses

Answered: 284 Skipped: 8



Q4: Please indicate if your family participates in or would like to participate in any of the following activities (please check all that apply): Bottom 11 responses

Answered: 284 Skipped: 8



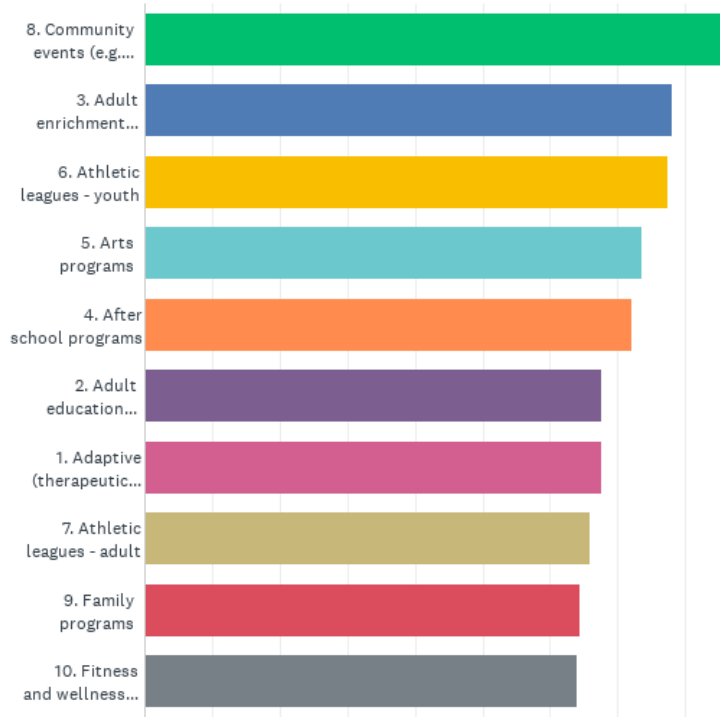
Q4: Please indicate if your family participates in or would like to participate in any of the following activities (please check all that apply):

Answered: 284 Skipped: 8

ANSWER CHOICES	RESPONSES	
8. Community events (e.g. festivals, concerts, farmer's markets)	80.99%	230
12. Outdoor recreation programs	60.56%	172
3. Adult enrichment (hobby classes)	49.30%	140
13. Nature programs	47.18%	134
10. Fitness and wellness programs	46.13%	131
6. Athletic leagues - youth	45.42%	129
5. Arts programs	35.21%	100
9. Family programs	35.21%	100
15. Summer camps	31.69%	90
16. Swim lessons/aquatic programs	31.69%	90
7. Athletic leagues - adult	30.28%	86
19. Youth enrichment programs	28.52%	81
4. After school programs	28.17%	80
17. Teen programs	23.59%	67
20. Youth education programs	23.24%	66
2. Adult education (computer, workforce, etc.)	22.89%	65
18. Pre-teen programs	22.89%	65
14. Senior programs	19.01%	54
1. Adaptive (therapeutic) recreation	15.14%	43
11. Intergenerational programs	15.14%	43
21. Other (please specify)	9.51%	27
Total Respondents: 284		

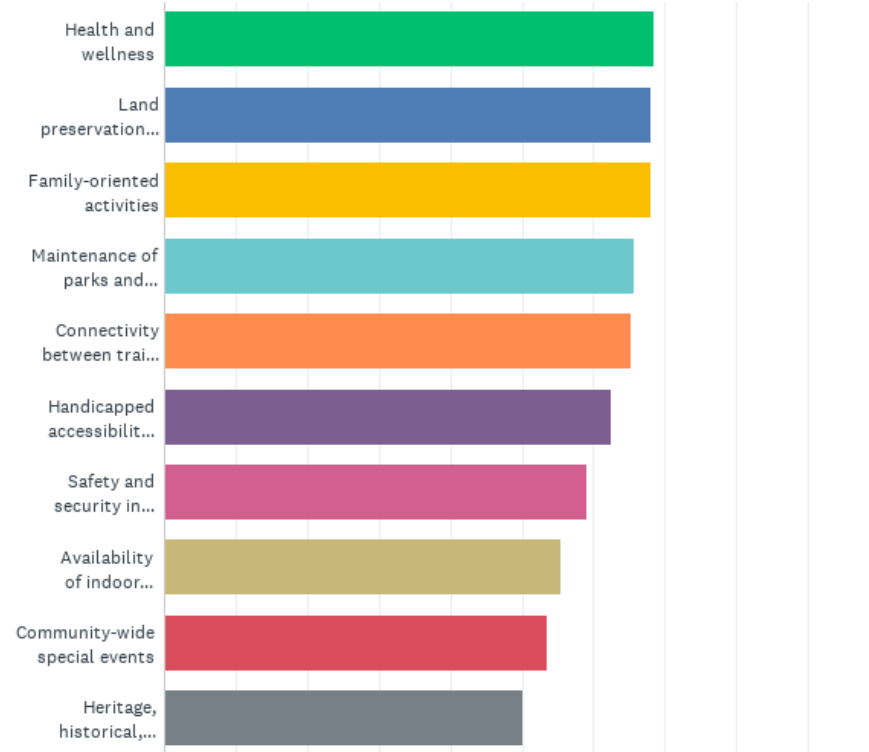
Q5: Please rank the top three highest priorities for you and your household in East Hampton from the list below are the ? Please select up to 3 choices. Top 10 responses

Answered: 281 Skipped: 11



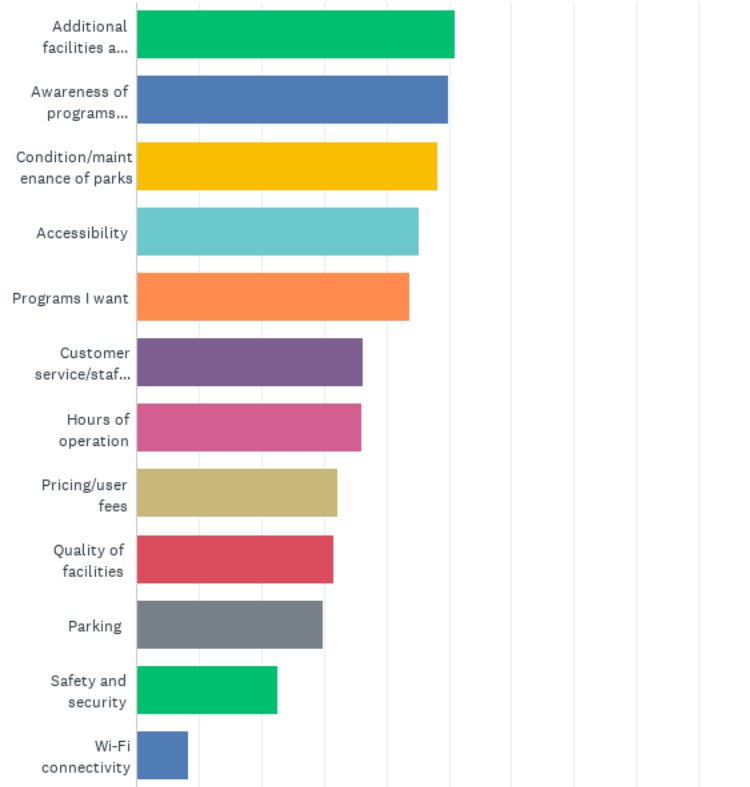
Q6: Please rank the top three priorities that the parks and recreation department should focus on improving. Please select up to 3 choices. Top 10 responses

Answered: 278 Skipped: 14



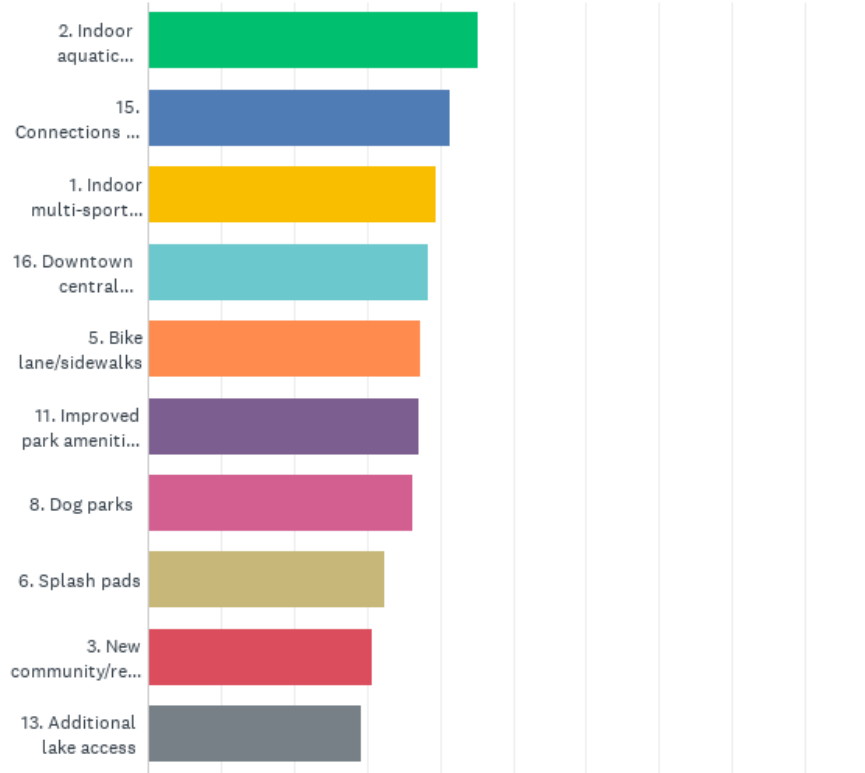
Q7: What are the three most important areas that, if addressed by the Town, would increase your utilization of East Hampton's parks and recreation? Please select up to 3 choices.

Answered: 272 Skipped: 20



Q8: What are the greatest needs for indoor and outdoor facilities to be added or improved upon in East Hampton over the next 5-10 years? (Select all that apply) Top 10 responses

Answered: 281 Skipped: 11



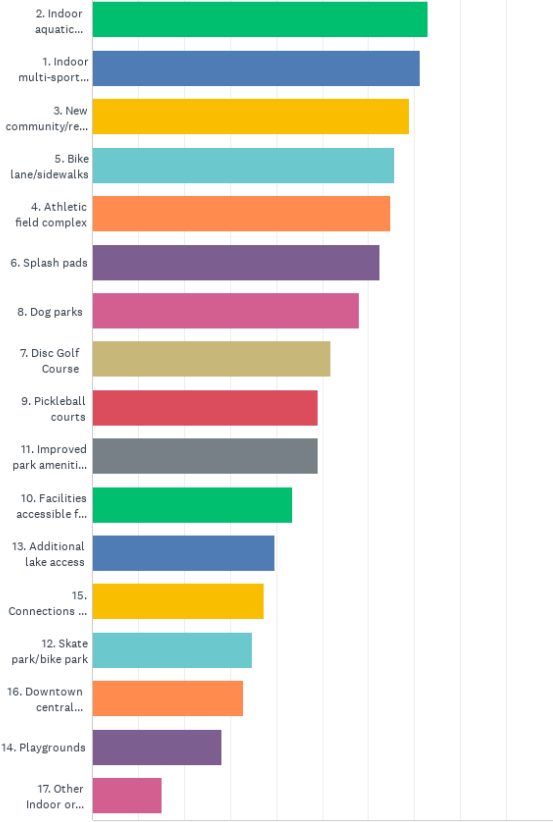
Q8: What are the greatest needs for indoor and outdoor facilities to be added or improved upon in East Hampton over the next 5-10 years? (Select all that apply)

Answered: 281 Skipped: 11

ANSWER CHOICES	RESPONSES
2. Indoor aquatic facility	45.20% 127
15. Connections to the Air Line Trail	41.28% 116
1. Indoor multi-sport facility	39.50% 111
16. Downtown central park/plaza	38.43% 108
5. Bike lane/sidewalks	37.37% 105
11. Improved park amenities (drinking fountains, restrooms, benches, etc)	37.01% 104
8. Dog parks	36.30% 102
6. Splash pads	32.38% 91
3. New community/recreation center	30.60% 86
13. Additional lake access	29.18% 82
4. Athletic field complex	19.93% 56
9. Pickleball courts	18.15% 51
14. Playgrounds	17.79% 50
12. Skate park/bike park	16.01% 45
17. Other Indoor or Outdoor facilities	15.30% 43
10. Facilities accessible for those with physical challenges	13.17% 37
7. Disc Golf Course	8.54% 24
Total Respondents: 281	

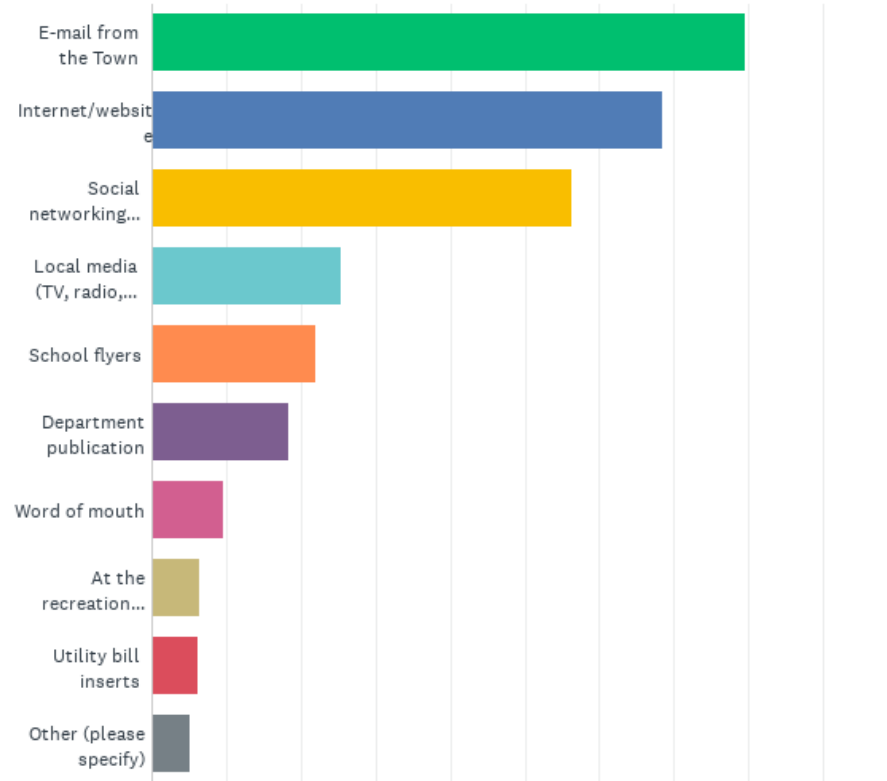
Q9: What are the three greatest needs for indoor and outdoor facilities to be added or improved upon in East Hampton over the next 5-10 years? Please select up to 3 choices.

Answered: 273 Skipped: 19



Q10: What is the best way to reach you with information on parks and recreation facilities/services/programs? (CHECK ALL THAT APPLY)

Answered: 279 Skipped: 13

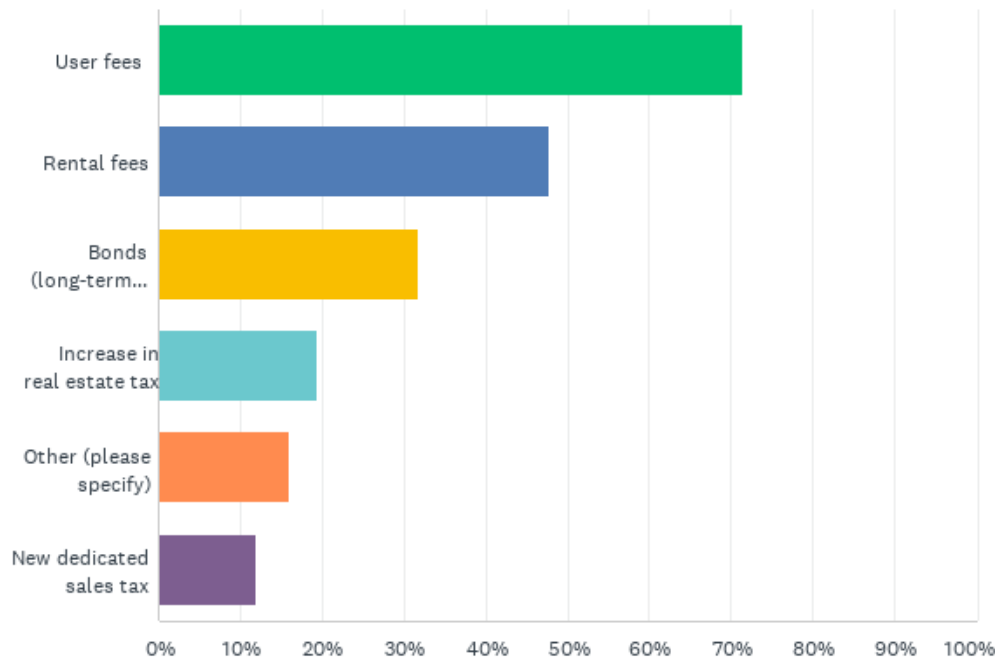


Q10: What is the best way to reach you with information on parks and recreation facilities/services/programs? (CHECK ALL THAT APPLY)

Answered: 279 Skipped: 13

ANSWER CHOICES	RESPONSES	
E-mail from the Town	79.57%	222
Internet/website	68.46%	191
Social networking (e.g., Twitter, Facebook)	56.27%	157
Local media (TV, radio, newspaper)	25.45%	71
School flyers	21.86%	61
Department publication	18.28%	51
Word of mouth	9.68%	27
At the recreation facilities/program location	6.45%	18
Utility bill inserts	6.09%	17
Other (please specify)	5.02%	14
Total Respondents: 279		

Q11: East Hampton receives taxes and grants to build parks and recreation facilities, and trails. Additional funds are required for the operations and maintenance of new facilities. User fees, grants, and donations offset some costs. In order to construct an indoor multi-sport facility, an outdoor sports complex, new trails, add restrooms, or make other improvements to parks and recreation facilities, additional capital funds will be needed. Which of the following, if any, would you support to provide the necessary funds?



Answered: 274 Skipped: 18

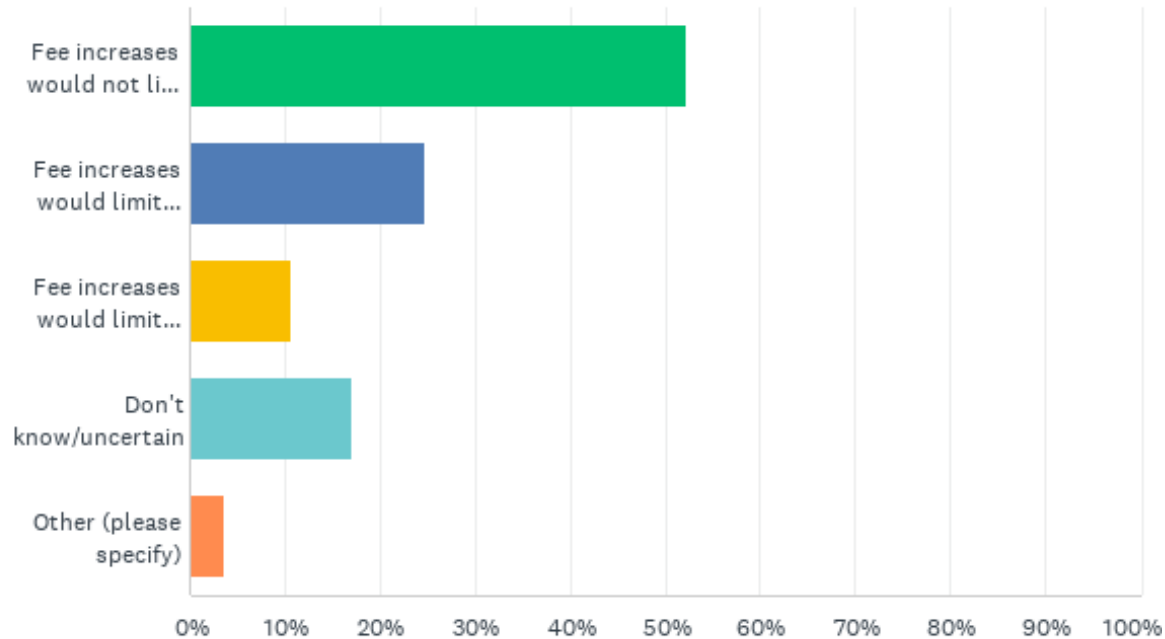
Q11: Additional funds are required for the operations and maintenance of new facilities. Which of the following, if any, would you support to provide the necessary funds?

Answered: 274 Skipped: 18

ANSWER CHOICES	RESPONSES	
User fees	71.53%	196
Rental fees	47.81%	131
Bonds (long-term borrowing)	31.75%	87
Increase in real estate tax	19.34%	53
Other (please specify)	16.06%	44
New dedicated sales tax	12.04%	33
Total Respondents: 274		

Q12: If adjustments to fees were made to provide the programs or services you use or the facilities you visit, which of the following best describes the potential impact, if any, that fee increases would have on your current level of participation?

Answered: 280 Skipped: 12



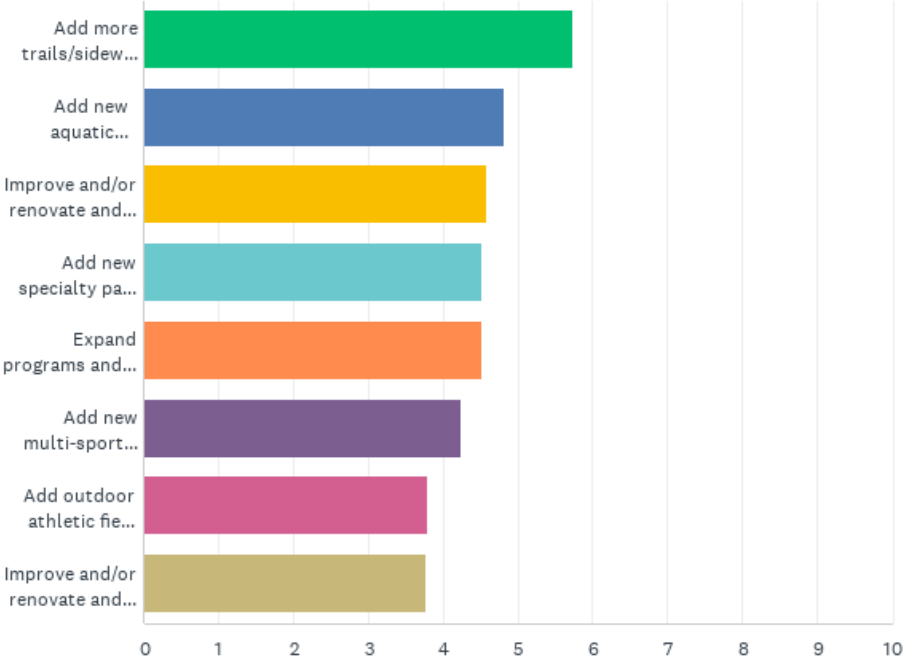
Q12: If adjustments to fees were made to provide the programs or services you use or the facilities you visit, which of the following best describes the potential impact, if any, that fee increases would have on your current level of participation?

Answered: 280 Skipped: 12

ANSWER CHOICES	RESPONSES	
Fee increases would not limit my/our ability to participate at all	52.14%	146
Fee increases would limit my/our participation somewhat or would have a minor impact on the ability to participate	24.64%	69
Fee increases would limit my/our participation significantly	10.71%	30
Don't know/uncertain	17.14%	48
Other (please specify)	3.57%	10
Total Respondents: 280		

Q13: Please rank the following potential parks and recreation initiatives.

Answered: 292 Skipped: 0



CHATHAM HEALTH DISTRICT COVID-19 STATUS REPORT

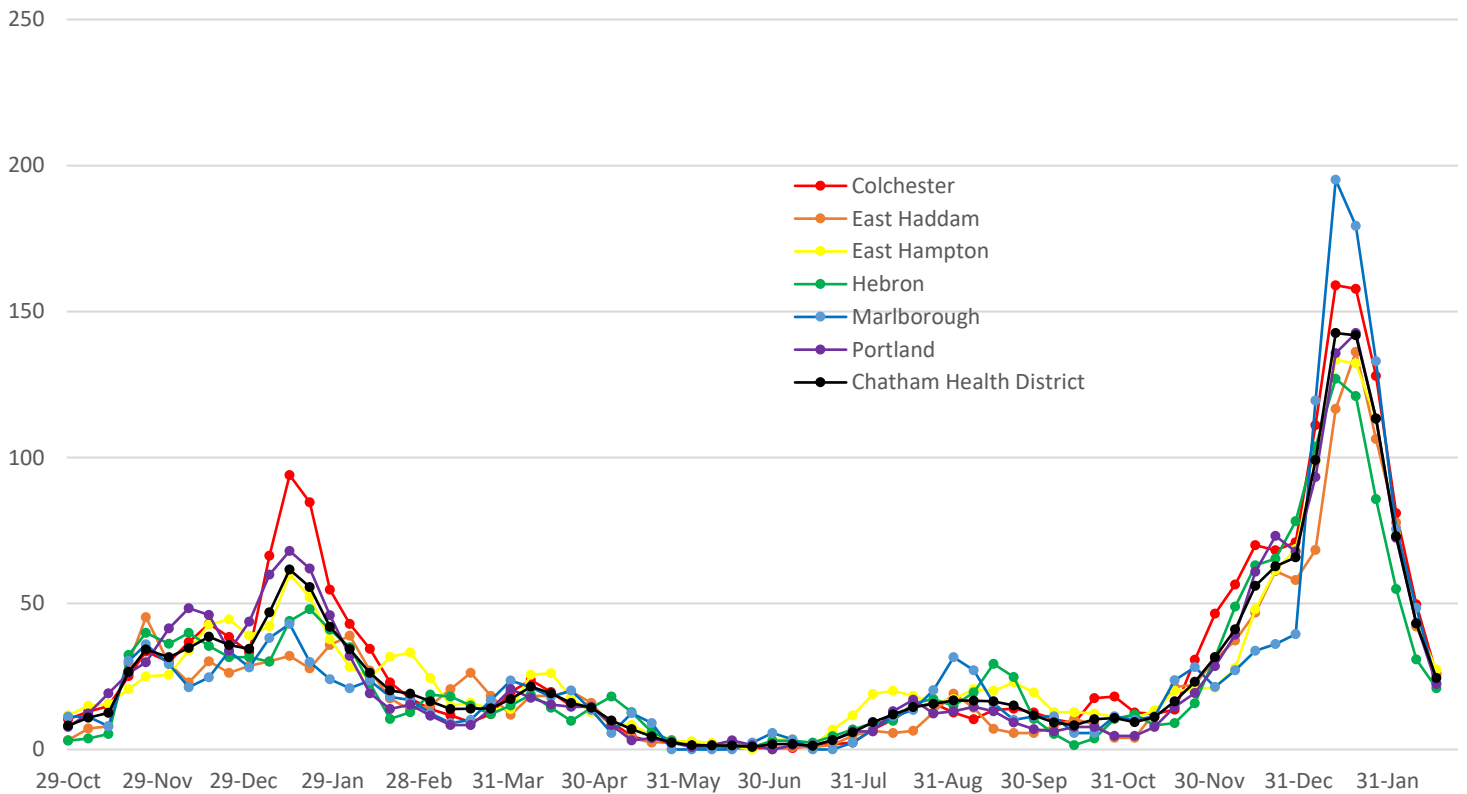
Updated 18Feb2022

Dashboard

(DPH reporting period: 1/30-2/12)

Town	Alert Status	Average Daily Case Rate #/100,000 population	Number of Cases	Change in Number of Cases
Colchester	Red	25.8	57	-53
East Haddam	Red	26.2	33	-20
East Hampton	Red	27.3	49	-28
Hebron	Red	21.0	28	-13
Marlborough	Red	22.6	20	-23
Portland	Red	22.4	29	-27
Chatham Health District	NA	24.5	216	-164
				Increased from previous week
				Decreased from previous week
				Unchanged from previous week

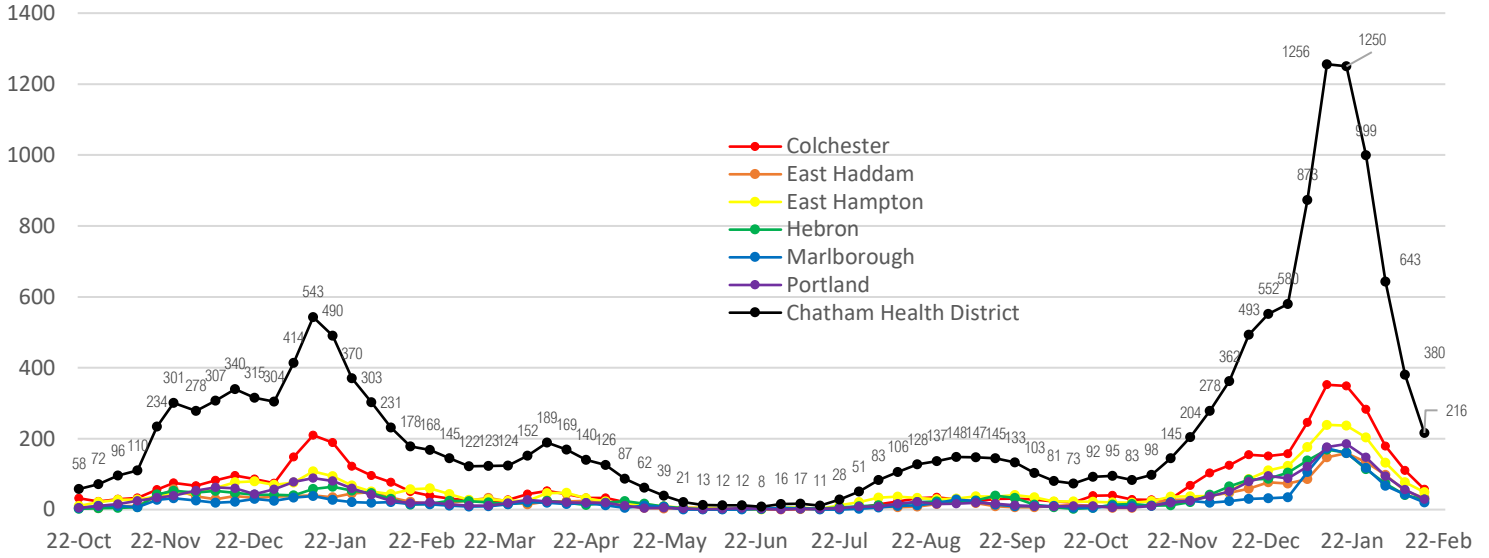
Average Daily Case Rate by Town (# of cases /100,000)



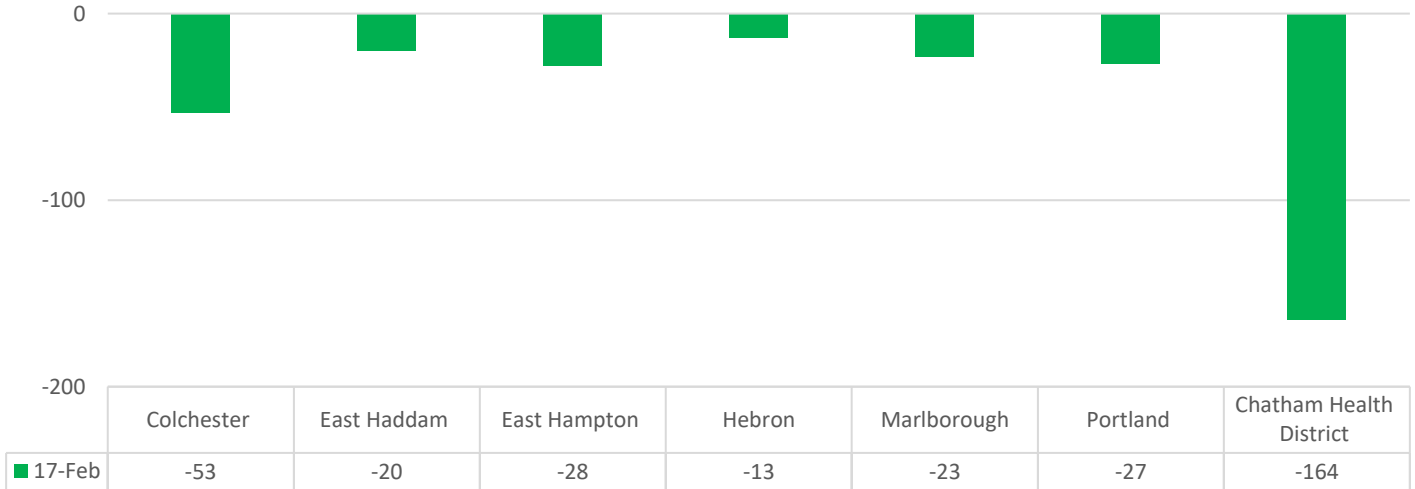
CHATHAM HEALTH DISTRICT COVID-19 STATUS REPORT

Updated 18Feb2022

Number of Cases Reported by Town



Change in Number of Cases Reported by Town

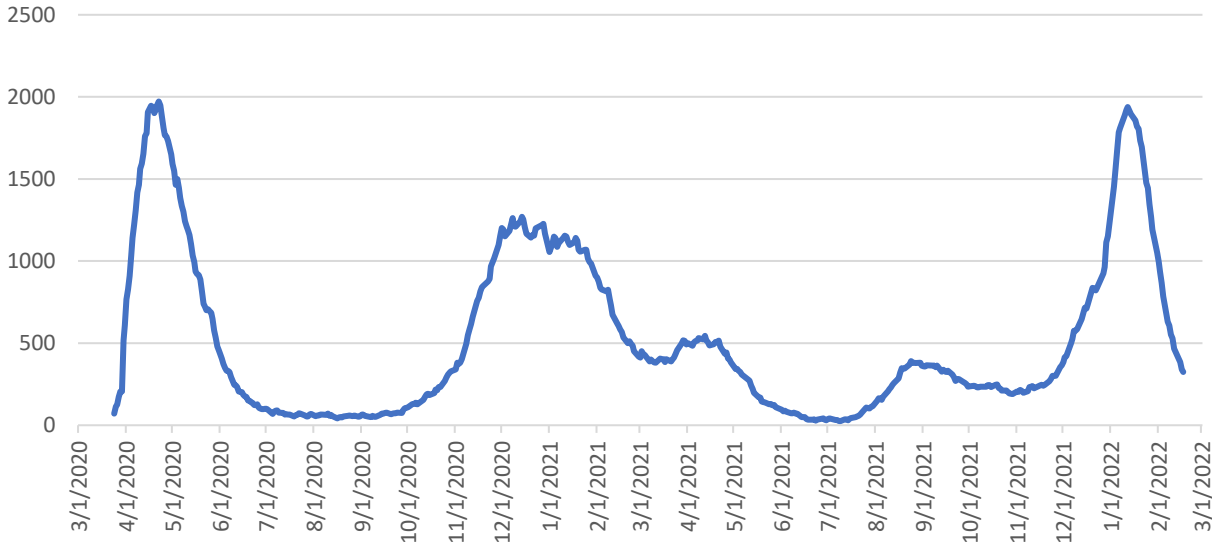


Source: <https://data.ct.gov/stories/s/COVID-19-data/wa3g-tfvc/>

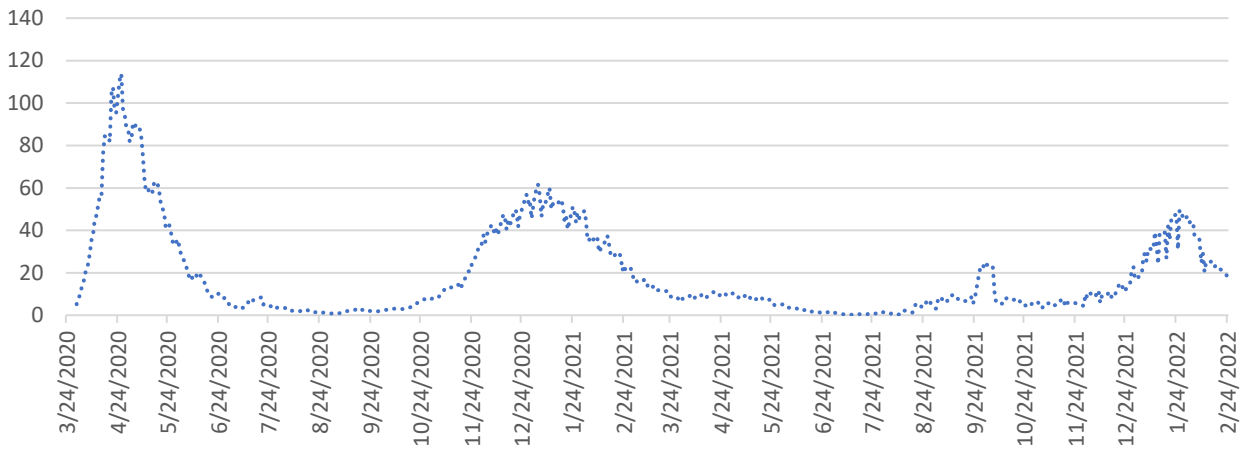
CHATHAM HEALTH DISTRICT COVID-19 STATUS REPORT

Updated 18Feb2022

Number of Patients Hospitalized with COVID-19 in Connecticut



Number of Confirmed and Probable COVID-19 Deaths in Connecticut (7 day rolling average)



Source: <https://data.ct.gov/stories/s/COVID-19-data/wa3g-tfvc/>

CHATHAM HEALTH DISTRICT COVID-19 STATUS REPORT

Updated 18Feb2022

All Ages Vaccination Coverage as Reported by CT DPH on 17Feb2022

Town	% Total Population Received First Dose	% Total Population Fully Vaccinated	% Total Population Additional Dose Received
Colchester	81.14	76.01	44.74
East Haddam	77.56	71.57	41.79
East Hampton	78.86	74.25	43.35
Hebron	80.27	75.40	47.63
Marlborough	82.43	76.83	46.63
Portland	84.02	79.53	48.59
Chatham Health District	80.6	75.5	45.2
Connecticut	78.80	71.55	Not available

Age-Specific Vaccination Rates as Reported by CT DPH on 03Feb

This table will be updated on 3/4/22

Initiated Vaccination (%)	Age Group					
	5-11	12-17	18-24	25-44	45-64	65+
Town						
Colchester	41.0	65.3	81.1	84.0	84.7	100.0
East Haddam	29.6	59.4	91.6	74.6	75.4	100.0
East Hampton	41.9	80.6	84.8	76.6	79.1	100.0
Hebron	36.2	54.8	97.0	82.2	81.7	100.0
Marlborough	40.5	80.3	100.0	78.8	80.5	100.0
Portland	51.8	71.9	87.1	85.6	84.4	100.0
Chatham Health District	40.4	67.6	88.3	80.6	81.1	100.0

Fully Vaccinated (%)	Age Group					
	5-11	12-17	18-24	25-44	45-64	65+
Town						
Colchester	33.5	62.6	73.2	77.0	81.0	100.0
East Haddam	18.7	56.1	79.8	69.0	71.0	100.0
East Hampton	35.7	77.3	76.8	71.2	75.5	100.0
Hebron	29.5	52.6	87.3	76.4	78.3	100.0
Marlborough	32.8	76.0	99.8	72.9	76.6	100.0
Portland	45.0	69.4	79.3	81.0	80.4	100.0
Chatham Health District	32.9	64.7	80.2	74.8	77.3	100.0

Source: <https://data.ct.gov/browse?COVID-19+Topic=Vaccination>



TOWN CLERK'S OFFICE
EAST HAMPTON, CT

2022 FEB 19 AM 9:52

Kelly Wilbur

Business Incentive Program Application

Name: Global U6, LLC

Phone: 860.267.6623

Name of Business: Global U6, LLC

Location for Business: 2105 West High St. East Hampton, CT - 06424

Is the location a Brownfield as designated by the East Hampton Brownfields Agency: Yes/ No

Is the location currently a vacant building: Yes/ No

How many FTE will the business employ: 3-4

Please provide a narrative about this business, the services it will provide, the people it will employ and the benefits to East Hampton. (Please see attached) →

What additional services may be required by the Town:

None

Do you plan to use sustainable / green building practices: Yes/ No

If Yes please describe:

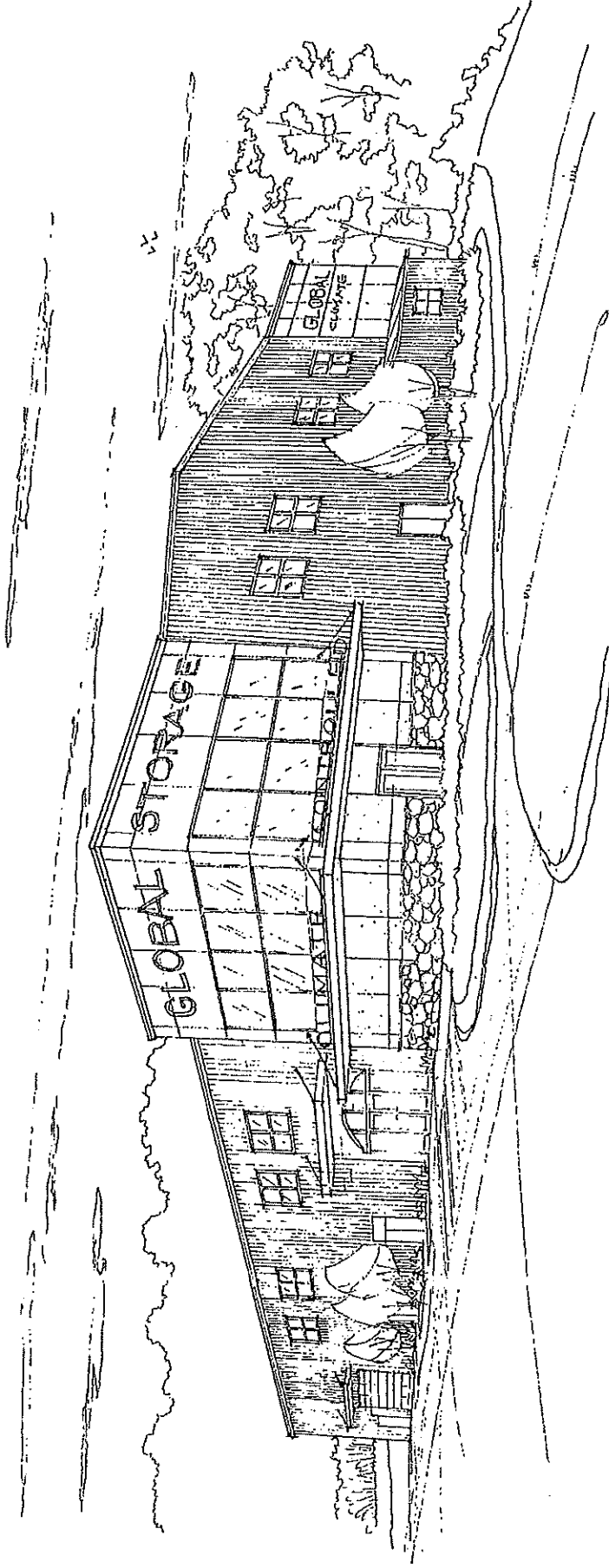
What is the estimated dollar amount you plan to invest in the build out and development of this business: \$1.5 million

Global Storage LLC started 20 years ago with 8,000 s.f. and has grown it's business to 100,000 s.f. which will require more employees. Global 66, LLC. would benefit East Hampton and it's residents to be able to have their belongings stored in a secure, protected and convenient location. This in turn will also create more jobs and be a benefit to East Hampton for tax purposes.

Global Storage Signage

2053-
Global Storage/Rand
Proof Date: 10/04/2021

YOUNG'S
SIGNAGE & COMMUNICATION
FAST SIGNS
More than fast. More than signs.
182 Court Street, Middletown, CT 06457
860-347-8567 www.youngsprinting.com



Proposed Signage = 268.8 sq ft

*Town of East Hampton, CT
Friday, February 18, 2022*

Chapter 278. Taxation

Article IX. Business Incentive Program

[Adopted by the Town Council 10-8-2013; amended in its entirety 9-25-2018]

§ 278-32. Purpose.

The purpose of the Business Incentive Program is, in accord with the Town's Plan of Conservation and Development (POCD), to attract new businesses to the Town, promote the expansion of existing businesses (including home-based businesses relocating into commercial, industrial, and design development zones), and to encourage the rehabilitation and reuse of vacant commercial and industrial buildings. It is the intent of the Town:

- A. To assist in the creation of jobs for local residents;
- B. To create long-term tax base growth through the appropriate replacement, reconstruction, expansion or remodeling of existing business facilities;
- C. To encourage the construction of new commercial and industrial facilities in accord with the Future Land Use Plan found in the Town's POCD; and
- D. To encourage substantial investment in new machinery, equipment and other personal property subject to taxation within the Town.

§ 278-33. Program implementation by Town.

Subject to C.G.S. §§ 12-65b and 12-65h, the Town of East Hampton (the "Town") shall, by affirmative vote of its legislative body, enter into a written agreement with any party owning or proposing to acquire an interest in real property, or an interest in real property upon which is located or proposed to be located: an office use; retail use; manufacturing use; warehouse, storage or distribution use; structured multilevel parking use necessary in connection with a mass transit system; information technology; recreation facilities; transportation facilities; or mixed-use development, as defined in Subdivision (72) of C.G.S. § 12-81, fixing the assessment of the real property and all improvements to be constructed thereon, which is the subject of the agreement in accordance with the provisions of § **278-40** of this article.

§ 278-34. Duties of Economic Development Commission.

- A. The East Hampton Economic Development Commission ("EDC" or the "Commission") shall provide any property owner or lessee with general information concerning the Business Incentive Program (the "program") and prepare and supply interested parties with an application to participate in the program and any other information that may be reasonably requested by an interested party. An "interested party" is one who owns or proposes to acquire an interest in real property as defined in C.G.S. § 12-65b and who is considering replacement, reconstruction, expansion, or remodeling of existing business facilities located or to be located in East Hampton.

- B. The EDC may perform research about any party applying to participate in the program and may request of any such party any relevant information that, in the opinion of the EDC, bears upon consideration of the application. The EDC shall obtain from the Tax Assessor an evaluation of the impact of any proposed abatement of taxes on the applicable Grand List and an estimate of the impact on future Grand Lists.

§ 278-35. General requirements.

- A. Applications properly filed with the Town will be considered for the program, provided:
- (1) The applicant must possess a good environmental practices history and be able to demonstrate adequate financial strength to finance the proposed capital improvements and expansions to the real property and machinery and equipment purchases that would be the subject of the agreement.
 - (2) The proposed use is located in an appropriate zone as defined by East Hampton's Zoning Regulations.
 - (3) The proposed use receives approvals, licenses, and permits of the East Hampton Planning and Zoning Commission and of other East Hampton, State of Connecticut and federal agencies, boards, commissions, and officials having jurisdiction with respect to the project, as required.
 - (4) No real estate property tax or other tax or fee or municipal charge due East Hampton by the applicant, the businesses, or any other business organization or entity owned or controlled by the applicant is unpaid at the time the application is submitted or at any time thereafter.
 - (5) If the applicant is relocating its business to East Hampton, the applicant should provide a five-year history of tax assessments and payments to the municipality or municipalities and/or other political subdivisions in which its business was operated.
 - (6) The project must have a clear economic benefit to East Hampton, as described by the applicant on the application.
- B. Notwithstanding the results of any scoring under § **278-39**, if the project does not constitute a net benefit to the Town - economically, civically, or in quality of life - the Economic Development Commission may decline to refer the application to the Council for consideration.

§ 278-36. Application procedure.

- A. All tax incentive requests shall be made in writing on a form referred to as the "Business Incentive Program Application" ("the application"), published and provided by the EDC and approved by the Town Council ("Council"). The application and all accompanying documentation shall be submitted in duplicate at the office of the Clerk. Upon receipt by the Clerk, one copy of the application and materials shall be provided to the EDC for preliminary review, and the Clerk should provide notice to the Council that an application has been submitted. "Receipt by the Clerk" means an application and all accompanying documentation required in accordance with all applicable provisions of this article is submitted.
- B. The following time frames for action are not mandatory, but the EDC and the Council should strive to meet them: From the date of receipt by the Clerk of the application, the EDC shall have 45 days to review the application, request additional information and meet with the applicant and/or the applicant's representative. Provided the applicant has submitted all of the information required in the application, by this article, and by the EDC, the EDC will, within 30 days thereafter, report its findings to the Council. The Council will place the report on the agenda of the next regularly scheduled Council meeting for discussion and action. If the Council approves the report, the Town

Manager and the applicant shall enter into a written agreement (consistent with the proposed agreement in § 278-44.1.)

§ 278-37. Assessment of property subject to agreement.

The East Hampton Assessor shall, in the Assessor's sole discretion, determine the assessment of the real property or the personal property and any and all improvements constructed or to be constructed on or in the real property which is the subject of the agreement.

§ 278-38. Application scoring guidelines.

- A. The purpose of this article is to encourage economic growth in the Town that is in accord with the POCD in effect at the time of the given application. The POCD reflects the strongest expression of the Town's intentions for its future development, character, and quality of life. Accordingly, there is room for flexibility in scoring under criteria listed in § 278-39 of this article.
- B. When scoring a new application, the members of the EDC should strive for consistency and transparency. Like applications should receive like treatment. It is appropriate - even essential - for the EDC to consult the scoring of previously granted applications when scoring a new application. Consistency between like applications must be balanced, however, with the goals of the POCD in effect at the time. Where no similar application has been submitted, care should be taken to score the new application relative to the goals of the POCD and relative to the merits of any previous application.
- C. Only the EDC shall approve or deny an application for consideration by the Council, and its decision is not appealable. When approving or denying an application, the EDC should issue a written statement showing the scoring and explaining its reasoning. Projects recommended to the Council must evince a clear net benefit to the Town. It is recognized that evaluation of an application under this article requires a blend of quantitative and qualitative reasoning; the Commission shall strive to make that reasoning plain.

§ 278-39. Scoring criteria categories.

- A. Location; corporation; TIF District.
 - (1) Location. Only projects within those areas zoned "Commercial," "Industrial," or "Design Development" according to the Zoning Map for the Town of East Hampton (see POCD) are eligible for consideration under this article. Points under this section may be awarded for properties located in the following priority areas:
 - (a) Village Center: Properties located in the Village Center District as defined by the Zoning Map for the Town of East Hampton are eligible for a maximum of 10 points.
 - (b) Cobalt Center: Properties located on Route 66 between its junction with Old Depot Hill Road and its junction with Old Middletown Road are eligible for a maximum of seven points.
 - (2) Corporation: any company, firm, business, or concern operating as a single legal entity.
 - (3) TIF District: as defined by the Town's Tax Increment Financing (TIF) District Plan.

Maximum points: 10

- B. Use. In accord with the needs identified by the POCD and as appropriate to the site and location in Town, the following uses may qualify for points: transient housing (hotels/motels), rental housing, workforce housing, light industrial/light manufacturing, health care and medical services,

high-technology businesses, retail, and dining. Projects for these uses may be awarded five points. At the EDC's discretion, "high-needs" uses under these categories may be awarded up to 10 points.

Maximum points: 10

C. Brownfields.

- (1) East Hampton contains a number of sites designated as "brownfields" by the USEPA. Brownfields are real property, the expansion, redevelopment, or reuse of which may be complicated by the presence or potential presence of a hazardous substance, pollutant, or contaminant. Cleaning up and reinvesting in these properties protects the environment, reduces blight, and takes development pressures off green spaces and working lands — all of which are goals of East Hampton's POCD.
- (2) Any application that proposes to remediate and commit to reuse a brownfield as designated by the EPA or the State of Connecticut is eligible for 10 points.
- (3) Depending upon the project, financing and other factors, the Town may also seek to partner with the applicant for federal grant funding or supply other in-kind considerations.

Maximum points: 10

- D. Use of a vacant property. The applicant may be awarded five points if proposing to occupy a building which has been unoccupied for a period greater than 12 months at the time the applicant signed a lease or closed on the property. If, in the opinion of the EDC, the property can be considered "blighted," 10 points may be awarded.

Maximum points: 10

- E. Number of jobs created. Points may be awarded based upon the number of nonseasonal full-time-equivalent positions (FTEs) the business will generate:

FTEs	Points
1-5	5
5-10	7
More than 10	10

Maximum points: 10

F. Cost of services to the Town.

- (1) A project or use proposed by an applicant may require the Town to assume an extraordinary cost beyond normal maintenance and upkeep. For example: a chemical manufacturer may require the Town to retrain and potentially re-equip its fire protection services. If the Commission determines such is the case, no points may be awarded under this category.
- (2) If no such cost exists, five points may be awarded.
- (3) The Commission may ask the applicant to pay for a fiscal impact analysis, to be conducted by a consultant approved by the Commission.
- (4) The applicant may be given the opportunity to show that the Commission's determination of the cost to the Town is in error; however, the Commission makes the final determination.

Maximum points: 5

- G. Design of the building or renovation. The Commission may award 10 points when the applicant can show that the design of the structure is in compliance with current Town Building Design

Guidelines for its zone.

Maximum points: 10

H. Sustainable building.

(1) The Commission may award two points for each of the following and up to 10 points total:

- (a) If the investment will result in the business generating at least 20% of its own energy requirements.
- (b) If the investment will result in the business feeding energy back into the grid.
- (c) If the project meets at minimum LEED Gold standard or equivalent. (As of this writing, LEED is the dominant evaluation system in the United States market and the one favored for use by the GSA.)
- (d) If the project requires a public transportation node such as a bus stop.
- (e) If the project supplies a recharge station for electric vehicles.
- (f) Water-saving fixtures throughout.

(2) "Sustainability" characteristics and measures are constantly evolving, and the Commission may update this list periodically as it sees fit.

Maximum points: 10

I. Amount invested.

Points	Investment
15	\$3M or larger investment in construction or renovations
14	\$1M or larger investment in construction or renovations
13	\$800k or larger investment in construction or renovations
12	\$500k or larger investment in construction or renovations
11	A business new to that parcel investing over \$300k or a business existing on that parcel investing at least \$250k in construction or renovations
10	A business new to that parcel investing over \$200k or a business existing on that parcel investing at least \$100,000 in construction or renovations

Maximum points: 15

Total Available Points: 90

§ 278-40. Tax incentive tiers and implementation.

A. Depending upon the number of points an application receives, it may be denied or, subject to a vote by the Council, provided with one of tiers of tax abatement as follows:

Points	Benefit
Fewer than 24	Denied
25-44	Third-tier benefit: 70% of fixed assessment abated for 2 years, or 50% of fixed assessment abated for 4 years

- | Points | Benefit |
|---------------|---|
| 45-69 | Second tier benefit: 70% of fixed assessment abated for 3 years, or 50% of fixed assessment abated for 5 years |
| More than 70 | Highest benefit: 100% of fixed assessment abated for Years 1-3, 70% of fixed assessment abated for Years 4-5, 50% of fixed assessment abated for Year 6 |
- B. The Town may abate real estate property taxes based on increased real property tax assessments up to but not more than the percentages shown above.
- C. The fixed assessment period shall commence the first fiscal year for which a tax list is prepared on the October 1 immediately following the issuance of a certificate of occupancy by the appropriate building official for construction of the buildings or manufacturing facilities or other structures and all improvements in or on the real property which is the subject of the agreement. Notwithstanding anything written in this article, the Town may, in its sole discretion, offer to enter into an agreement with the applicant for the abatement of taxes of a lesser percentage and/or fewer years.
- D. On a case-by-case basis, the Town may provide other incentives in addition to the incentives provided by C.G.S. §§ 12-65b and 12-65h or in lieu thereof as follows:
- (1) Waiver of building permit fees;
 - (2) Waiver of filing fees with land use agencies; or
 - (3) Provision of in-kind services such as construction of access roads, or road widening, construction of storm drains and culverts, sidewalks, or curbing, extension of water and/or sewer lines or other public improvements.
- E. Machinery and equipment defined in Subdivision (72) of C.G.S. § 12-81 and intended to qualify for tax relief pursuant to C.G.S. § 12-65h shall have, for federal income tax purposes, a depreciable useful life of five or seven years.
- F. Construction shall commence within six months of, and not prior to, approval by the Town and shall be completed no later than 24 months from the date of approval by the Town. The times for commencement and completion of the construction are mandatory, except the applicant's performance may be excused when the applicant is prevented from performing by causes beyond the applicant's control, including natural disasters or other calamities or a local, state or national declared state of emergency.

§ 278-41. Default by owner or lessee; recapture of abated taxes.

- A. Abatement of taxes under this article constitutes a municipal subsidy to the successful applicant. In the event that the applicant fails to meet negotiated benchmarks or other requirements as described herein, they shall, by the terms of the agreement, be required to repay all abated amounts, consistent with C.G.S. § 12-146 as of the date of default.
- B. In addition to the specific timing benchmarks noted in § **278-40**, the Town is encouraged to establish relevant benchmarks to be met by a successful applicant related to the nature of the business or the project. At a minimum, they must include the following triggers:
- (1) In the event the owner or lessee of the real property: (a) at any time fails to pay real estate and/or personal property taxes when due and payable; (b) fails to commence or complete on time the construction of all improvements upon the property which is the subject of the agreement; (c) within 10 years of the date of the agreement, the applicant 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 makes an assignment for the benefit of creditors or if the

property or lease is taken under a writ of execution or becomes the subject of foreclosure proceedings; (d) 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 § 278-42 of this article; or (e) fails to perform any obligation of owner or lessee or attain any benchmark set under the terms of the agreement; such event shall constitute a material default of the agreement, and the Town may terminate the agreement on the giving of written notice whereupon:

- (a) The right of the owner and/or lessee under the terms of the agreement shall cease and come to an end; and
 - (b) The property owner and/or lessee shall be obligated to repay the Town the amounts of all tax abatements retroactive to the due date of the first abated tax payment plus interest at the rate set and payable pursuant to the provisions of C.G.S. § 12-146, all waived fees, if any, and all actual costs to the Town in providing in-kind considerations to the property owner and/or the lessee.
- (2) In the event of failure to pay a tax when due and if such delinquency continues for six months and one day, the Town shall terminate the agreement whereupon (i) the right of the owner and/or lessee to receive the tax abatement and any other considerations granted under the terms of the agreement shall be terminated; and (ii) the property owner and/or lessee shall be obligated to repay the Town the amounts of all tax abatements retroactive to the due date of the first abated tax payment plus interest at the rate set and payable pursuant to provisions of C.G.S. § 12-146, all waived fees, if any, and all actual costs to the Town in providing in-kind considerations to the property owner and/or the lessee.

§ 278-42. Recapture terms.

It is of no benefit to East Hampton to drive an applicant in default into further economic straits by virtue of an onerous repayment plan. Terms for the recapture of abated taxes as described in § 178-41 should be calculated to ensure the recapture of the highest possible percentage of public funds, taking into account the fiscal reality of the applicant, the circumstances of the default, and the state of the project.

§ 278-43. Assignment of agreement.

The agreement between the Town and the applicant shall not be assigned by the applicant to any person(s) or business organization or entity or estate or trust without the express consent of both the Council and the EDC, 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 real property or a transfer of ownership of the business or substantially all of the assets of the business which is the subject of the agreement to a person or business organization or entity that is not owned or controlled by the applicant 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 business or of the assets of the business 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 grantor or transferor.

§ 278-44. Amendments to applicable statutes.

All references in this article to C.G.S. § 12-65b or 12-65h or 12-81 or any other section of C.G.S. made herein shall include all amendments to such statutes enacted and signed into law subsequent to the effective date of this article.

§ 278-44.1. Proposed agreement.

FORM OF AGREEMENT
TOWN OF EAST HAMPTON
AGREEMENT REGARDING REAL
PROPERTY TAX ASSESSMENT

EAST HAMPTON, CONNECTICUT

This 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 _____ of East Hampton, Connecticut ("Company"), a Connecticut corporation with a principal place of business at _____, East Hampton, Connecticut.

WITNESSETH:

WHEREAS, Company is responsible to pay all real property taxes associated with the real property known as _____ East Hampton, Connecticut ("the Real Property"); and

WHEREAS, Company intends to make improvements to the land and structures on the Real Property, including the construction of approximately _____ square feet of commercial office building and associated site improvements located on the Real Property (the "Facility"); and

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

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

WHEREAS, the Town wishes to assist Company in its plans to add real property and personal property value to the Town's tax base; and

WHEREAS, the Town wishes to assist Company to develop its _____ plans to be submitted and approved to the Planning and Zoning Commission; and

WHEREAS, in consideration of the above, the Town is willing to provide tax relief to Company pursuant to the East Hampton Business Incentive Program Ordinance as a Tier ___ tax abatement for a period of _____ 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 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 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 and obtain a Certificate of Occupancy not later than 24 months from the date of this Agreement. Company shall actively operate or cause said Facility to operate as _____ 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 ___ full-time and ___ 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 ___% reduction in its Real Property assessment such that the net effect of the reduced assessment reduces the tax liability for the Real Property in the amount of \$_____ over the _____ 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 _____ 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 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 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; b) the cost of construction (a minimum of \$_____.00); 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 _____ full-time and _____ 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 _____ 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: _____, East Hampton, CT 06424 Attention: _____. 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, 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 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) _____ [other specific terms]

In the event that the Company fails to satisfy the Conditions set forth in this Special Conditions paragraph, 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.

SIGNATURES FOLLOW

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

Witnessed By:

Witnessed By:

COMPANY:

By: _____
Its CEO, Duly Authorized

TOWN:

By: _____
Its Town Manager, Duly Authorized