

RESOLUTION
Setting a
One Month Budget

WHEREAS: The Town of East Hampton is a municipal corporation formed under the Connecticut General Statutes with the authority to levy taxes;

WHEREAS: Annually, by Charter, in May the Town votes, by referendum, on an annual budget;

WHEREAS: The annual budget referendum for the general government failed leaving the Town without a complete budget;

WHEREAS: The Towns Fiscal year ends on June 30, 2018 and the Town must have a budget to operate by.

NOW, THEREFORE, BE IT RESOLVED: The Town Council approves a budget for the month of August 2018 as follows:

| | <u>2018-2019</u> | | | | | |
|--|------------------|-------------------|---------------------|-------------------------------------|-------------------------|---------------------------|
| EDUCATION (APPROVED AT REFERENDUM 5-15-18) | \$ | 30,499,668 | | | | |
| TEMPORARY BUDGET (2017-2018 Adopted Budget) | | | Adjustments | Revised Budget | July 2018 Budget | August 2018 Budget |
| TOWN OPERATIONS | | | | | | |
| ADMINISTRATION & FINANCE | \$ | 4,228,430 | \$ - | \$ 4,228,430 | \$ 911,257 | \$ 301,561 |
| PUBLIC SAFETY | | 2,499,566 | - | 2,499,566 | 208,297 | 208,297 |
| HEALTH & HUMAN SERVICES | | 422,727 | - | 422,727 | 35,227 | 35,227 |
| CULTURE & RECREATION | | 966,165 | - | 966,165 | 80,514 | 80,514 |
| REGULATORY | | 358,848 | - | 358,848 | 29,904 | 29,904 |
| PUBLIC WORKS | | 2,132,171 | - | 2,132,171 | 177,681 | 177,681 |
| TRANSFERS TO OTHER FUNDS | | | | | | |
| OTHER FUNDS | | 37,500 | | 37,500 | 37,500 | - |
| CAPITAL IMPROVEMENT | | 778,000 | (701,186) | 76,814 | - | - |
| DEBT SERVICE | | 2,789,341 | 439,045 | 3,228,386 | 1,539,750 | 263,825 |
| TOTAL TOWN OPERATIONS BUDGET | \$ | 14,212,748 | \$ (262,141) | \$ 13,950,607 | \$ 3,020,130 | \$ 1,097,009 |
| | | | | Cumulative Town Expenditures | \$ 3,020,130 | \$ 4,117,139 |

Town of East Hampton
Library Roof Repair Options
July 2018
Prepared by Ewing Associates

| ID | Description | PROs | CONs | BUDGET (1,000's) |
|----|---|---|---|------------------|
| 1 | <ul style="list-style-type: none"> Vapor retarder R-30 Insulation 2" air space Nailboard (5/8" OSB) Underlayment Shingles | <ul style="list-style-type: none"> Highly insulated (energy savings). 50 yr limited warranty Medium grade shingles can be used instead of premium shingles Same look as original designed Easy to repair Granule surface provides grip for snow retention | <ul style="list-style-type: none"> Must change dormer window height at dormers due to increased assembly thickness (10 in). Air space for venting recommended by shingle manufacturers | \$276-312 |
| 2 | <ul style="list-style-type: none"> Vapor retarder R-30 Insulation Nailboard (5/8" OSB) Underlayment Shingles | <ul style="list-style-type: none"> Highly insulated (energy savings). 50 yr limited warranty Same look as originally designed Easy to repair Granule surface provides grip for snow retention | <ul style="list-style-type: none"> Must change dormer window height at dormers due to increased assembly thickness (8 in). Premium shingles recommended due to lack of venting | \$264-300 |
| 3 | <ul style="list-style-type: none"> Vapor retarder R-30 Insulation Nailboard (5/8" OSB) High temperature underlayment Standing seam metal | <ul style="list-style-type: none"> Highly insulated (energy savings) Variety of non-fading colors 20-yr manufacturer's warranty Little snow accumulation. (Slipperness allows snow to slide off) | <ul style="list-style-type: none"> Must change dormer window height at dormers due to increased assembly thickness (8 in). Dormers should be removed Different look than existing roof on Senior Center Snow retention required Difficult to repair Can be noisy when acorns fall | \$360-420 |
| 4 | <ul style="list-style-type: none"> High temperature underlayment Standing seam metal roofing | <ul style="list-style-type: none"> Less cost for metal roof assembly Variety of non-fading colors 20-yr manufacturer's warranty Little snow accumulation. (Slipperness allows snow to slide off) | <ul style="list-style-type: none"> No added insulation Dormers should be removed Different look than existing roof on Senior Center Snow retention required Can be dented affecting appearance Difficult to repair Can be noisy when acorns fall | \$300-360 |
| 5 | <ul style="list-style-type: none"> Vapor retarder R-30 Insulation Gypsum coverboard Felt-back adhered PVC with simulated ribs (Sarnafil Décor) | <ul style="list-style-type: none"> Highly insulated (energy savings) Simulated metal ribs Variety of colors Welded seams 20-30-yr manufacturer's warranty Little snow accumulation. (Slipperness allows snow to slide off) Easy to repair | <ul style="list-style-type: none"> Must change dormer window height at dormers due to increased assembly thickness (8 in). Darker colors fade over time Different look than existing roof on Senior Center Snow retention required Adhesive has odor | \$240-300 |

AMENDMENT TO CODE ORDINANCE
BOARD OF FIRE COMMISSIONERS

BE IT ORDAINED THAT, pursuant to C.G.S. §§7-301, and 29-297 the Town of East Hampton repeals and replaces Chapter 49-2 of the Code of Ordinances to add a new code provision as §49-2.D. as follows:

§ 49-2 Powers and duties.

A. The management, discipline, and control thereof shall be vested in a Board of Fire Commissioners, which shall have powers as this chapter and statute provides. The Board of Fire Commissioners shall be subject to the purchasing requirements as outlined by the Town Charter for acquisition of all supplies and equipment necessary for its operation, and shall have the statutory power to enter into agreements with any volunteer fire company or companies within the Town for the protection thereof from fire on such conditions as to the financial assistance and the observance of the regulations as such Board of Fire Commissioners shall prescribe, subject, however, to the provision of this chapter.

B. Said Board of Fire Commissioners shall promote proper cooperation and coordinate activities among the several divisions of the Department and/or companies or other municipal agencies, boards, or commissions, public or private, whose aims are to provide protection from fire or other disaster for persons or property within East Hampton.

C. Subject to statute and Town Charter and the terms of this chapter, the Board of Fire Commissioners has the power and authority to make agreements with the State of Connecticut; other towns, municipalities, fire districts, government bodies representing them to promote mutual fire protection and provide maximum fire and other disaster protection for East Hampton. When authorized by the Town Council, expenses incurred in carrying out the foregoing shall be paid as a municipal expense by the Town of East Hampton

[NEW]

D. i. Appointment of Fire Marshal. The Board of Fire Commissioners shall appoint a local fire marshal. In making such appointment, preference shall be given to a member of the regular or volunteer fire department of the Town of East Hampton. The local fire marshal shall be sworn to the faithful performance of his duties by the clerk of the Town of East Hampton and shall continue to serve in that office until removed for cause, by the Board of Fire Commissioners in accordance with the procedure set forth in this code ordinance.

ii. Duties of Fire Marshal. The local fire marshal shall annually inspect all buildings and facilities of public service and occupancies, except one- and two-family dwellings, regulated by the state Fire Safety Code, and inspect other buildings upon receiving an authentic report that they pose a fire hazard that could endanger life. The local fire marshal shall where applicable, review plans for buildings and structures under their jurisdiction to determine compliance with the fire safety code before the building permits are issued. The local fire marshal shall investigate the cause, origin, and circumstances of all fires that caused or threatened to cause property or personal damage or deaths. The local fire marshal shall certify that residential buildings subject to the fire safety code are equipped with code-compliant smoke detection and warning equipment before they are issued a certificate of occupancy. The local fire marshal shall upon receiving a complaint, inspect one-and two-family dwellings to ensure that statutory requirements on smoke detection and warning equipment are satisfied. The local fire marshal shall issue permits for keeping, selling, using, storing, procuring, or transporting explosives. The local fire marshal shall inspect fireworks and special effects display sites. The local fire marshal shall determine the appropriate amount of fire protection and fire extinguishing equipment required at amusement parks, sporting events and carnivals. The local fire marshal shall issue open burning permits.

iii. Oversight and Reporting of Local Fire Marshal. The day-to-day reporting and determining compliance with the fulfillment of the local fire marshal's duties stated above shall be overseen by the Town Manager.

iv. Dismissal of Local Fire Marshal. If the local fire marshal fails to faithfully perform the duties of his office, the Board of Fire Commissioners shall, after proper inquiry, dismiss him and appoint another in his place. The local fire marshal shall not be dismissed unless he has been given notice in writing of the specific grounds for such dismissal and a meaningful opportunity to be heard in his own defense, personally or by counsel, at a public hearing, before the Board of Fire Commissioners, who possess the power of dismissal. This meaningful opportunity includes the production at the public hearing, by the Board of Fire Commissioners, of the person or persons whose complaints form the basis of the ground or grounds in the notification of grounds for potential dismissal and the opportunity to examine at that time any or all of these complainants should the local fire marshal decide to do so. The local fire marshal shall also be provided with a written statement indicating the reason or reasons upon which the

Board of Fire Commissioners premise dismissal, if that is the sanction imposed. Such public hearing shall be held not less than five nor more than ten days after such notice.

v. Appeal. Any person so dismissed may appeal within thirty days following such dismissal to the superior court for the judicial district of Middlesex at Middletown. Service shall be made as in civil process. Said court shall review the record of such hearing and, if it appears upon the hearing upon the appeal that testimony is necessary for an equitable disposition of the appeal, it may take evidence or appoint a referee or a committee to take such evidence as it may direct and report the same to the court with his or its findings of fact, which report shall constitute a part of the proceedings upon which the determination of the court shall be made. The court, upon such appeal, and after a hearing thereon, may affirm the action of such authority, or may set the same aside if it finds that such authority acted illegally or arbitrarily or in the abuse of its discretion or with bad faith or malice.

Adopted by the East Hampton Town Council on _____

Published in the River East on _____

The ordinance becomes effective on _____

Sirois, Cathy

From: Maniscalco, Mike
Sent: Wednesday, July 18, 2018 8:07 PM
To: Sirois, Cathy
Subject: Fwd: Air BNB
Attachments: DOCS-#1889846-v3-East_Hampton_Zoning_Regulations_for_Short-Term_Rental_P....docx; ATT00001.htm; DOCS-#1889280-v3-East_Hampton_Ordinance_for_Short-Term_Rental_Property.docx; ATT00002.htm

Hold for Council meeting

Sent from my iPhone

Begin forwarded message:

From: "Richard D. Carella" <rcarella@uks.com>
Date: July 18, 2018 at 6:36:02 PM EDT
To: "Maniscalco, Mike" <mmaniscalco@easthamptonct.gov>, "DeCarli, Jeremy" <jdecarli@easthamptonct.gov>
Subject: RE: Air BNB

Mike / Jeremy

Here are the draft "Air BNB" ordinance and zoning reg.

To summarize, the zoning regulation allows such use only in a residential zone, and only with a special permit.

The ordinance further regulates the use by making certain properties ineligible, having stringent requirements for eligible properties, requiring registration of eligible properties for such use, requires compliance with all health, building and housing codes, and allows the town to monitor such uses and enforce the health, building and housing codes. Fees for registration, and penalties for non-compliance are included.

I am sure you and Jeremy will want to discuss further, but this is a good start.
Rich

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Hartford | New Haven | Middletown | Storrs | East Haven

[Hartford](#) | [New Haven](#) | [Middletown](#) | [Storrs](#) | [East Haven](#)
(Click on link for UKS address and directions)

-----Original Message-----

SHORT-TERM RESIDENTIAL RENTAL ORDINANCE

Be it ordained by the Town Council of East Hampton, as follows:

Section 1.**1.1 Purpose**

Pursuant to the authority set forth in Conn. Gen. Statutes §7-148(b)(7)(A), the purpose of this section is to promote the safety, health, morals and general welfare of the inhabitants of the Town of East Hampton, and to provide a process through which certain Residential Units (as defined herein) may be registered with the town of East Hampton for use as Short-Term Rental Units (as defined herein).

1.2 Definitions

As used in this Article capitalized terms shall have the meaning set forth herein, and as otherwise set forth in the East Hampton Housing Code:

Booking Agent. Any person or entity that provided Booking Services or otherwise facilitates reservations or collects payment for a Short-Term Rental Unit on behalf of or for an Operator.

Booking Services. A reservation or payment service, including services provided through a Short Term Rental Platform that facilitates a short-term rental transaction between a Short-Term Rental Operator and a potential guest of a Short-Term Rental Unit.

Code. East Hampton Housing Code.

Guest. Any person renting a short-term rental unit.

Ineligible Units. Residential Units which are not registered on the Short-Term Rental Registry, or which are otherwise deemed ineligible for use as Short-Term Rental Units and identified as Ineligible Units on the Short-Term Rental Registry.

Operator. A natural person who is the owner of the Residential Unit that he or she seeks to offer as a Short-Term Rental. Only one owner may be registered as an Operator on the Short-Term Rental Registry for a Residential Unit, and it shall be unlawful for any other person, even if that person is an owner and meets the residency qualifications to offer a Residential Unit for Short-Term Residential Rental.

Operator's Primary Residence. The Dwelling Unit in which the Operator resides as his or her Primary Residence. Primary Residence is determined as of the date of registration of the Residential Unit on the Short-Term Rental Registry, by the Operator providing evidence that he or she resides in the Residential Unit for at least the past twelve months, as demonstrated by at least two of the following: utility bill, tax bill, voter registration, motor vehicle registration, deed, driver's license or state-issued identification.

Registration Number. A unique verification number generated by the Town for each single Residential Unit registered as a Short-Term Rental. Registration Numbers shall be valid for the calendar year during which they are assigned, January 1st-December 31st, and shall be associated with both a single Residential Unit and a single Operator. The Registration Number must be included on any listing or advertisement offering a unit as a Short-Term Rental.

Residential Unit. A Dwelling Unit within an Operator’s Primary Residence , but excluding: a congregate living complex; elderly housing; a group residence; a homeless shelter;; temporary dwelling structure; transitional housing. The term “Residential Unit” shall not include a hotel, motel, executive suite, or other non-residential use.

Short-Term Rental(s). The use of a Residential Unit for residential occupancy by a person or persons for a period not to exceed thirty (30) consecutive calendar days for a fee. A Short-Term Rental may be facilitated through a Booking Agent.

Short-Term Rental Unit. A Residential Unit, or any portion thereof, that is (A) offered to a guest as temporary lodging for a fee for a period not to exceed thirty (30) consecutive calendar days, and (B) not a hotel or motel.

Short-Term Rental Operator. Any Operator of a Short-Term Rental Unit who offers such property for a fee through a Short-Term Rental Platform.

Short-Term Rental Platform. Any advertising service, media, or platform, including an internet website, that (A) allows for a Short-Term Rental Operator to offer a Residential Unit, for use as a Short-Term Rental Unit, (B) allows potential guests to arrange payment for use of a Short-Term Rental Unit, whether such guest pays directly to the Short-Term Rental Operator or to a Booking Agent or through the Short-Term Rental Platform, and (C) derives revenue from providing or maintaining Booking Services for a Short-Term Rental Unit.

Short-Term Rental Registry. The database maintained by the Town that includes information on each Operator permitted to offer a Residential Unit as Short-Term Rental Unit.

Zoning Enforcement Officer. The Zoning Enforcement Officer for the Town of East Hampton or a designee, referred to herein as eth “ZEO”.

1.3 Short-Term Residential Rentals in the Town of East Hampton

No Residential Unit shall be offered as a Short-Term Rental Unit except upon receipt of a Registration Number by the Town and otherwise in compliance with all other provisions of this ordinance and the Code.

1.4 Ineligible Rental Units

- a. The following Residential Units are not eligible to be offered as Short-Term Rental Units:
 - (i) Residential Units designated as below market rate or income-restricted, that are subject to affordability covenants, or that are otherwise subject to housing or rental assistance under local, state, or federal law;
 - (ii) Residential Units subject to any requirement of local, state, or federal law or private restriction that prohibits the leasing or subleasing of the unit or use of the unit as a Short-Term Rental Unit;
 - (iii) Residential Units that are located within properties designated as “Blighted Premises” as defined in the Town of East Hampton Ordinances, Chapter 171;

- (iv) Residential Units that are the subject of 3 or more findings of violations of this section within a six-month period, or 3 or more violations of any municipal ordinance or state law or code relating to excessive noise, improper disposal of trash, disorderly conduct, or other similar conduct within a six-month period;
- (v) Residential Units located within a Dwelling which is not occupied by an Operator as his or her Primary Residence; and
- (vi) Residential Units designated as Ineligible Units on the Short-Term Rental Registry.

1.5 Requirements for Short-Term Rentals

A Short-Term Rental Operator shall register only one (1) Residential Unit per Dwelling, subject to the following provisions:

- a. *Registration.* The Operator shall register the Residential Unit in accordance with Section 1.6 of this Ordinance and obtain a Registration Number.
- b. *Local Contact.* When registering, a Short-Term Rental Operator must provide his or her name, address and telephone contact information, and, in the event the Short-Term Rental Operator is not present during the Short-Term Rental, the name, address and telephone contact information of an individual who is able to respond in person to any issues or emergencies that arise during the Short-Term Rental within two (2) hours of being notified. Contact information must include a telephone number that is active 24 hours per day and available to Short-Term Rental occupants, and the Town.
- c. *No Outstanding Violations.* The Residential Unit offered as a Short-Term Rental shall not be subject to any outstanding building, sanitary, zoning, or fire code violations, delinquent taxes, orders of abatement, or cease and desist orders, or other requirements, laws or regulations that prohibit the use of the Residential Unit as a Short-Term Rental. If a violation or other order is issued after the Residential Unit has been registered on the Short-Term Rental Registry, the ZEO shall suspend the Residential Unit's registration and list the Residential Unit as an Ineligible Unit until the violation has been abated.
- d. *Compliance and Interaction with Other Laws.* Short-Term Rental Operators shall comply with all applicable federal, state, and local laws and codes, and all other regulations applicable to residential dwellings, including the Code. The Residential Unit offered as a Short-Term Rental shall be in compliance with all Town ordinances, and shall be subject to the requirements of such ordinances, including the Code.
- e. *Retention of Records.* The Short-Term Rental Operator shall retain and make available to the Town, upon written request, records to demonstrate compliance with this ordinance, including but not limited to: records demonstrating the residency of the Short-Term Rental Operator; records showing that the Short-Term Rental Operator is the owner of Residential Unit; and records demonstrating number of days per year that Residential Unit is offered as a Short-Term Rental. The Operator shall retain such records for a period of three years from the date the Residential Unit is registered with the Town.
- f. *Notifications.*
 - (i) The Operator shall include the Registration Number issued by the Town on any listing offering the Residential Unit as a Short-Term Rental and shall post a sign on the inside of the Residential Unit providing the Registration Number, contact information for the

Operator, and information on the location of all exits from the Dwelling and the location of all fire extinguishers in the Residential Unit.

- (ii) Any Booking Agent shall permit an Operator to include the Registration Number on any listing offering the Residential Unit as a Short-Term Rental.
- (iii) The Operator shall, within thirty (30) days of approved registration, provide notice to abutters of a Resident Unit that the Residential Unit has been registered as a Short-Term Residential Rental. For the purposes of this section, an abutter shall be defined as any residential dwelling located within one-hundred (100) feet of said Residential Unit.

1.6 Short-Term Rental Registration Process; Certifications; Fee.

- a. *Registration Process.* An Operator who wishes to offer his or her Residential Unit as a Short-Term Rental shall register with the town, online or in paper form prescribed by the Town, to be listed on the Short-Term Rental Registry. A registration shall be valid for a one-year term, from January 1st through December 31st of each year or for such alternative twelve-month period as the Town shall determine. The information to be listed on the Short Term Rental Registry shall include: the Operator name, address and telephone contact information, the address of Residential Unit, and Operator's relationship to the unit. The Operator shall certify that the Residential Unit is not an Ineligible Unit, and that the Operator and with Residential Unit shall comply with the requirements of this ordinance. An Operator who successfully registers his or her Residential Unit as a Short-Term Rental Unit shall be issued a Registration Number.
- b. *Fees.* There is established an annual registration fee for Short-Term Rental Units in an amount of \$100 annually, and may be annually amended by the Town Council.
- c. *Re-Registration Upon Unit Turnover.* A registration shall be personal to both to the Residential Unit and the Operator and will not automatically transfer upon the sale or transfer of the Residential Units. A new Operator is responsible for ensuring that he or she re-registers with the Town to obtain a new Registration Number if they wish to continue to list the Residential Unit on the Short-Term Rental Registry.
- d. *Amending Registration Upon Change in Primary Residence.* If an Operator offering a registered Residential Unit ceases to be a Primary Resident of the Residential Unit, the Operator shall immediately notify the Town to remove the Residential Unit from the Short-Term Rental Registry.
- e. *Bulk Registration by Booking Agent.* Noting herein shall prohibit a Booking Agent from entering into an agreement with the Town to provide registration services for Short-Term Rental Operators.

1.7 State Room Occupancy Tax.

A Residential Unit subject to the provisions of this Ordinance that is also subject to the Room Occupancy Tax under Conn. Gen. Stat. § 12-407 and 12-411, or any other excise or surcharge pertaining to Short-Term Rentals or transient occupancy and shall comply with the provisions of said statutes.

Notwithstanding any provision or requirement to the contrary, an Operator may use a Booking Agent for purposes of collecting and remitting the applicable room occupancy tax to the State, and said Booking Agent may enter into an agreement with the Town for the collection and remittance of such tax. If an

Operator does not use a Booking Agent to collect payment for a Short-Term Rental, the Operator shall be responsible for collecting and remitting the applicable room occupancy excise tax to the State.

1.8 Complaint Process; Violations.

- a. *Complaint.* A complaint alleging that a Residential Unit is in violation of this section or any applicable law, code or regulation may be filed with the ZEO. The complaint must contain the Residential Unit's address, unit number, date and nature of alleged violation(s), and name and contact information of the complainant.
- b. *Review of Complaint.* Within thirty (30) days after receipt of a complaint, the ZEO or a designee shall investigate the complaint and shall determine whether there may be a violation. If the alleged violation is under the jurisdiction of another city or state or federal agency, the ZEO shall refer the complaint to such agency for further action. Upon a finding of a potential violation, the ZEO or a designee shall serve notice of the violation upon the Operator of the Residential Unit at issue, if such unit is listed on the Short-Term Rental Registry, and upon the owner or resident agent of record of the Residential Unit at issue, if such unit is not listed on the Short-Term Rental Registry, and if not abated within seven (7) days of receipt of such notice of violation, the ZEO shall issue a cease and desist order in accordance with Conn. Gen. Statutes §8-7. *Right to Hearing.* A person upon whom a cease and desist order has been served may appeal such order to the Town Zoning Board of Appeals in accordance with the provisions of Conn. Gen. Statute §§8-7 and 8-12.

1.9 Penalties.

- a. *Offering an Ineligible Unit as a Short-Term Rental Unit.* Any person who offers an Ineligible Unit as a Short-Term Rental Unit, or any Booking Agent who accepts a fee for booking a Ineligible Unit as a Short-Term Rental Unit, shall be fined three hundred dollars (\$300) per violation per day. Each day's failure to comply with a notice of violation or any other order shall constitute a separate violation. The ZEO or a designee may also seek an injunction from a court of competent jurisdiction prohibiting the offering of the Ineligible Unit as a Short-Term Rental Unit.
- b. *Failure to Register.* Any person who offers a Residential Unit as a Short-Term Rental without registering with the Town, or any person who offers a Residential Unit as a Short-Term Rental while the unit's registration on the Short-Term Rental Registry is suspended, shall be fined one hundred dollars (\$100) per violation per day. Each day's failure to comply with a notice of violation or any other order shall constitute a separate violation.
- c. *Failure to Comply with Notice of Violation.* Any person who fails to comply with any notice of violation or other order issued pursuant to this section by the Commissioner or a designee for a violation of any provision of this section shall be fined one hundred dollars (\$100) per violation per day. Each day's failure to comply with a notice of violation or any other order shall constitute a separate violation.
- d. *Collection of Citation Penalties.* The Town may collect the fines imposed by this ordinance in accordance with the provisions of Conn. Gen. Stat. §7-152c.

1.10 Enforcement.

- a. *Enforcement by Town.* The provisions of this section may be enforced by the Zoning Enforcement Officer, in accordance with applicable local or state law, and may include, if applicable, seeking to restrain a violation by injunction.
- b. *Enforcement by Booking Agent.* The Town may enter into agreements with Booking Agents for assistance in enforcing the provisions of this ordinance , including but not limited to an agreement whereby the Booking Agent agrees to remove a listing from a Short Term Rental Platform for exceeding the maximum number of days a Residential Unit may be offered as a Short-Term Rental, or whereby the Booking Agent agrees to remove a listing from a Short Term Rental Platform that is deemed to be an Ineligible Unit under the provisions of this ordinance, or whereby the Booking Agent agrees to prohibit a Short Term Rental Platform from listing Short Term Rental Unit without a valid Registration Number from the Town.

1.11 Data Sharing.

A Booking Agent shall provide to the Town, on request, an electronic report, in a format determined by the Town, of the listings maintained, authorized, facilitated or advertised by the Booking Agent within the Town for the applicable reporting period. The report shall include a breakdown of where the listings are located, whether the listing is for a room or a whole unit, and shall include the number of nights each unit was reported as occupied during the applicable reporting period.

Section 2. The provisions of this ordinance shall take effect on _____.

Short-Term Rental Units

This Section of the regulations is intended to allow for the offering of Short-Term Residential Rentals as defined in the Short Term Rental Ordinance, including so-called “Air BnB” rentals, in residential areas.

Capitalized terms in this section are defined in the Short Term Rental Ordinance. It is the intent of this Section to insure that Short-Term Residential Rental operations do not infringe upon the privacy, peace and tranquility of surrounding residents nor decrease the aesthetic or real value of surrounding properties.

Short-Term Residential Rental operations may be permitted only in Residential Zones as a Special Permit, under Section 9.2 of these regulations provided that in addition to these regulations the following requirements must be met.

1. The applicant shall provide written confirmation from the Health Official, Building Official, and Fire Marshal that all requirements of the applicable Health, Building and Fire Codes, as they apply to the Short-Term Residential Rentals, can be met.
2. Only one owner may offer his or her Residential Unit as a Short-Term Rental. The owner is known as a Short-Term Rental Operator for this purpose.
3. A Short-Term Rental Operator must register the Short-Term Rental Unit with the Town to be listed on the Short-Term Rental Registry and must obtain a Registration Number in order to operate his or her Residential Unit as a Short Term Rental Unit.
4. The Short-Term Rental Unit shall not be subject to any outstanding building, sanitary, zoning, or fire code violations, delinquent taxes, orders of abatement, or cease and desist orders, or other requirements, laws, or regulations that prohibit the Operator from offering the Short-Term Rental Unit.
5. A Short-Term Rental Operator may only offer one Short Term Residential Unit per Dwelling.
6. The Short-Term Rental Unit shall be considered as an accessory use of a residential property, and shall comply with all requirements of the zoning regulations for accessory uses.
7. The Short-Term Rental Unit shall be contained within the existing footprint of the residence.
8. No more than 50% of the floor area of the residence shall be used as a Short Term Rental Unit.
9. No building addition or free standing building shall be constructed in order to accommodate or otherwise make room for the Short-Term Rental Unit, except for additions for structures required under local or State Health and Safety codes. An existing outbuilding may accommodate a Short Term Rental Unit, but shall not be added on to or enlarged..
10. There shall be a maximum of two (2) adult guests per each bedroom of the Short Term Rental Unit.
11. Complete bathrooms shall be provided at a rate of one per two bedrooms of the Short Term Rental Unit.
12. Access to a Short Term Rental Unit shall be via a main entrance or foyer within the Dwelling. No Short Term Rental Unit shall have a separate exterior access except as may be required by fire or building code or where an outbuilding is to be used.
13. The lot shall be of adequate size and shape to provide one parking spot for each Short Term Rental Unit bedroom and screened from public view and preferably located to the rear of the residence where possible.

14. The Commission may require fencing, earth berms, evergreen vegetation or other buffers to reduce visual conflicts with neighbors.
15. A waiver for any of these provisions may be allowed with a $\frac{3}{4}$ vote of all of the members of the Commission, where the Commission determines both that i) allowing for such a waiver will implement the purposes of this regulation, and ii) will not negatively impact abutting property owners.

Town of East Hampton, Connecticut Business Incentive Program Ordinance

A. 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:

- (1) to assist in the creation of jobs for local residents,
- (2) to create long term tax base growth through the appropriate replacement, reconstruction, expansion or remodeling of existing business facilities,
- (3) 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
- (4) to encourage substantial investment in new machinery, equipment and other personal property subject to taxation within the Town.

B. Business Incentive Program Ordinance; Authority

Subject to Connecticut General Statutes (CGS) Sec. 12-65b and Sec. 12-65h the Town of East Hampton (the Town) shall may, 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 a Office use; retail use; permanent residential use; transient residential 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 ~~manufacturing facility~~ as defined in subdivision (72) of CGS Sec. 12-81, fixing the assessment of the real property and all improvements to be constructed thereon ~~and therein or of the personal property located in the manufacturing facility~~, which is the subject of the agreement in accordance with the provisions of Section I of this Ordinance.

C. Economic Development Commission

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), 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 CGS Sec. 12-65b and who is considering replacement, reconstruction, expansion, or remodeling of existing business facilities located or to be located in East Hampton.

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.

D. General Requirements

Applications properly filed with the Town will be considered for the Program, provided:

- 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.
- The proposed use is located in an appropriate zone as defined by East Hampton's Zoning Regulations.
- 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.
- 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.
- 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.
- The project must have a clear economic benefit to East Hampton, as described by the Applicant on the application.

Notwithstanding the results of any scoring under Section H, 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.

E. Application Procedure

All tax incentive requests shall be made in writing on a form referred to as 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 Ordinance is submitted.

The following timeframes for action are not mandatory, but the EDC and the Council should strive to meet them: From 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. Provide the Applicant has submitted all of the information required in the Application, by the Ordinance, 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 [First Selectman](#) [Town Manager](#) and the Applicant shall enter into a written agreement (~~Consistent with the proposed agreement in section subject to an affirmative vote~~), by the Board of Finance and the Town Meeting) which agreement accompanied by the report will be referred to the Board of Finance for review and action. If the Board of Finance approves the financial terms of the agreement, the Council shall place the agreement on the agenda of the next Town Meeting for its review and action.

F. Assessment of the Property Subject to the 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.

G. Guidance for Scoring Applications and Implementing this Ordinance

The purpose of this ordinance 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 Section H of this Ordinance.

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.

Only the EDC ~~shall~~ may 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 ordinance requires a blend of

quantitative and qualitative reasoning; the Commission to strive to make that reasoning plain.

DRAFT

H. Scoring Criteria Category Definitions

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 Ordinance. 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 7 points.

Maximum points: 10

2. 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, healthcare and medical services, high-technology businesses, retail, and dining. Projects for these uses may be awarded 5 points. At the EDC’s discretion, “high needs” uses under these categories may be awarded up to 10 points.

Maximum points: 10

3. Brownfields: 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 ~~greenspaces~~ green spaces and working lands – all of which are goals of East Hampton’s POCD.

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.

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

4. ~~Revitalization of an existing, inhabited structure, such revitalization defined as at least:~~

- a. ~~Facade improvement: Substantial investment in improving the outward appearance of the structure or to restore non-trivial deterioration as determined by the Commission, or~~
- b. ~~Rehabilitation: Significant alteration of the interior and/or exterior of a property that would result in a greater than 25% increase in its valuation, or~~
- c. ~~Historical: Additional points may be awarded to either of the forgoing categories where the property is designated as "historic" by recognized Town, State or National authorities (including the Connecticut Trust for Historic Preservation), or lies within a Town designated historic district, and such designation or location requires the adoption of techniques or design elements.~~

~~The Commission may award between 5 and 10 points for any project that falls into one of these three categories. Placement in the range is at the discretion of the Commission and will take into account such things as the cost and difficulty of the work.~~

Maximum points: 10

- 5. Use of a Vacant Property: The applicant may be awarded 5 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

- 6. Number of Jobs Created: Points may be awarded based upon the number of non-seasonal Full Time Equivalent positions (FTEs) the business will generate:

- 1-5 FTEs: 5 points
- 5-10 FTEs: 7 points
- More than 10 FTEs: 10 points

Maximum points: 10

- 7. Cost of Services to the Town: A project or use proposed by an applicant may require the Town to assume an extraordinary cost ~~beyond beyond normal maintenance and upkeep, those costs~~ beyond beyond normal maintenance and upkeep ~~contemplated by an impact fee~~. 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.

If no such cost exists, 5 points may be awarded.

The Commission may ask the Applicant to pay for a Fiscal Impact Analysis, to be conducted by a consultant approved by the Commission.

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

8. Design of the Building or Renovation: The Commission may award 10 points when applicant can show that the design of ~~the renovation brings~~ the structure is into compliance with current Town Building Design Guidelines for its zone.

~~The Commission may award 5 points when an applicant can show that the design of a new structure complies with current Town Building Design Guidelines for its zone.~~

Maximum points: 10

9. Sustainable Building: The Commission may award 2 points for each of the following and up to 10 points total:
 - If the investment will result in the business generating at least 20% of its own energy requirements.
 - If the investment will result in the business feeding energy back into the grid.
 - If the project meets at minimum LEED Gold standard or equivalent. (As of this writing, LEED is the dominant evaluation system in the US market and the one favored for use by the GSA.)
 - If the project requires a public transportation node such as a bus stop.
 - If the project supplies a recharge station for electric vehicles.
 - Water-saving fixtures throughout.

“Sustainability” characteristics and measures are constantly evolving and the Commission may update this list periodically as it sees fit.

Maximum points: 10

10. Amount Invested

| | |
|------------------------|---|
| 1510 points | \$3M or larger investment in construction or renovations |
| 149 points | \$1M or larger investment in construction or renovations |
| 138 points | \$800k or larger investment in construction or renovations |
| 127 points | \$500k or larger investment in construction or renovations |
| 116 points | A business new to that parcel investing over \$300k or a business existing on that parcel investing at least \$250k in construction or renovations |
| 105 points | 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: ~~150~~
Total Available Points: ~~905~~

I. Tax Incentive Tiers and Implementation

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:

Fewer than 24 points: Denied

25-44 points: Third tier benefit: 70% of fixed assessment abated for two years, or 50% of fixed assessment abated for four years.

45-69 points: Second tier benefit: 70% of fixed assessment abated for three years, or 50% of fixed assessment abated for five years.

More than 70 points: 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.

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.

The fixed assessment period shall commence the first fiscal year for which a tax list is prepared on the October 1 ~~[DATE]~~ 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 Ordinance, 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.

On a case by case basis, the Town may provide other incentives in addition to the incentives provided by CGS Sec. 12-65b and Sec. 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.

Machinery and equipment defined in subdivision (72) of CGS Sec. 12-81 and intended to qualify for tax relief pursuant to Sec. 12-65h shall have for federal income tax purposes a depreciable useful life of five or seven years.

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 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 local, state or national declared state of emergency.

J. Default by the Owner or Lessee Under the Terms of the Agreement; Recapture

Abatement of taxes under this ordinance 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 CGS 12-146~~equal to the rate of inflation~~ as of the date of default.

In addition to the specific timing benchmarks noted in Section I, 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.

In the event the owner or lessee of the real property:

1. At any time fails pay real estate and/or personal property taxes when due and payable;
2. Fails to commence or complete on time the construction of all improvements upon the property which is the subject of the agreement;
3. Within 10 years of the date of the Agreement 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 and writ of execution or becomes the subject of foreclosure proceedings;

4. 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 Section K of this Ordinance; or,
5. 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 provisions of CGS Sec. 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.

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 CGS Sec. 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.

K. Workout 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 Section J 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.

L. Assignment of the 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 eighty or more percent owned by the grantor or transferor.

M. Amendments to Applicable Statutes

All references in this Ordinance to CGS Sec. 12-65b or Sec. 12-65h or Sec. 12-81 or any other section of CGS made herein shall include all amendments to such statutes enacted and signed into law subsequent to the effective date of this ordinance.

N. Proposed AgreementEffective Date

~~This ordinance shall become effective fifteen days after publication in a newspaper having circulation in the Town. Adopted _____, [date]. Published [paper], [date]/~~

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 foot 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 (6)
months, and not prior, to this Agreement and complete construction and obtain a
Certificate of Occupancy not later than twenty-four (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 and 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 thirty (30) days from such notice within which to cure such default. In the event Company fails to cure the default with thirty (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 eighteen percent (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 attorney's 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 eighty or more percent 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.

REMAINDER OF PAGE INTENTIONAL LEFT BLANK
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: COMPANY:

By:
Its CEO, Duly Authorized

Witnessed By: TOWN:

_____ By: _____
_____ Its Town Manager, Duly Authorized

DRAFT



July 24, 2018

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 is one refund totaling \$128.89.

Respectfully Submitted,

Kristy L. Merrifield, CCMC
Collector of Revenue

| | | |
|-----|--------|-----|
| | 0. | (C) |
| | 128.89 | (H) |
| 001 | 128.89 | (L) |

**BOARD AND COMMISSION SUMMARY
JUNE 2018****Arts & Culture Commission**

No meeting

Board of Finance

On Monday June 18th, the Regular Meeting of the Board of Finance was held at the Town Hall Meeting Room:

- a) Approval of Tax Collector Suspense List - Upon a motion from Ms. Moore, seconded by Ms. McLennan, the Board approved the Tax Collector to move forward with the provided suspension list. Vote: 5-0. Motion Passed.
- b) ECS Fund Discussion - Mr. Jylkka projected a brief presentation on ECS funding to further help Board members and public present to understand how the ECS funding impacts the overall budget(s).
- c) Discuss and possible recommendation on the 2018-2019 budget for Town Council (Town Operations only) – 3rd referendum - Due to the absence of the Chair and Vice-Chair, the Budget discussion was tabled until such time that the full Board can be in attendance (Regular meeting of the BOF scheduled for July 16th, 2018 or a Special Meeting to take place before July 16th, 2018).

Brownfields Redevelopment Agency

No meeting

Clean Energy Task Force

The Clean Energy Task Force met on June 5th. John Greeno, a former member of the Task Force, was present to review Green Energy Programs and other opportunities for the Task Force to consider. The Clean Energy Facebook page is now live. A Green Car Show will be held on September 8th.

Commission on Aging

The Commission on Aging met on June 14th. Tax Assessor Gail Gwiazdowski provided an overview of the property tax relief programs available for veterans, seniors and disabled persons. Activities at the Senior Center were reviewed. The latest Advocacy meeting was reviewed where they worked on a mission statement and possible name. The recent Round Table meeting was a success. Marlborough will host the next Round Table in the fall. The Commission will begin working on an Aging in Place series of seminars.

Conservation-Lake Commission

The Conservation Lake Commission met on June 14, 2018. The members reviewed the budget for the commission and received a communication and liaison report. They were presented with a plan review to build platforms for future developers and/or buyers. They made their concerns over water drainage into the lake and had suggestions for the civil engineer on how to better maintain the drainage water. They made sure to keep the health of the lake in the forefront of the discussion. They discussed their new brochure and made sure to have them ready to pass out at Old Home Day. The members also discussed their booths at Old Home Day and had some members volunteer to pass the handouts around and talk about the Lake Smart Program. The commission briefly discussed the topic of

unregistered boats on the lake. A suggestion was made to have the police monitor the boats when they could to ensure only registered boats were going into the lake. The kayak stuck in the dam was brought up and was suggested to have a grate installed to prevent future incidents from occurring. A member briefly updated the commission on the progress of the core drilling and samples that were taken and brought to UMASS to be tested.

Design Review Board

No meeting

Economic Development Commission

The Economic Development Commission met on Tuesday, June 19, 2018. They discussed a new idea to get more tourism and revenue into the town by offering package deals when doing business within the town. For instance, if a couple stays at the Bevin House they could get a coupon or a percentage off to go kayaking on the lake. This could increase the business in the town and gain more tourism in the process. The members discussed the businesses being showcased in the Business of the Month and which business will get the EDC banner in the coming months. The commission members also voted to use most of their budget to order copies of a town business brochure. The brochures could gain more tourism and business for the local business owners in town. A new idea for a town wide scavenger hunt was proposed and discussed with the attending members. There is a solid plan in place for its launch and the different locations for the hunt. An event featuring the EDC and the Arts & Culture Commission was briefly discussed.

Ethics Commission

No meeting

Fire Commission

The Fire Commission met on June 11, 2018. They received the Chief's Report and Fire Marshal's Report. Purchase orders were issued for the new budget year. A special meeting is scheduled for June 19th to discuss the budget and the hiring of a Board of Fire Commissioner's secretary.

The Fire Commission held a special meeting on June 19, 2018. A discussion of the end of year budget was conducted. A motion was approved unanimously for the purchase of A/C units not to exceed \$9,000. An executive session was held to discuss the hiring of a Fire Commission part time secretary.

High School Building Committee

June report will be included with July

Inland Wetland Watercourses Agency

The Inland Wetlands Watercourses Agency met on June 27, 2018 and took action on the following applications:

Application IW-18-011, Dennis Jenks, 23 Bay Rd., to demolish the existing building. 1200 sq. ft. house in Upland Review Area. Map 09A/Block 70/Lot 2. Unanimous vote for Agent Approval.

Application IW-18-012, WPCA, Lake Dr., to install backup generator at the existing Princess Pocotopaug and Hawthorne pump stations. Map 9A/Block 70B/Lot 14. Unanimous vote to continue to the next regularly scheduled meeting on July 25, 2018.

Application IW-18-013, WPCA, 26 Emerson Road, to install backup generator at the existing Princess Pocotopaug and Hawthorne pump stations. Map 10A/Block 82/Lot 3. Unanimous vote for Agent Approval

Joint Facilities

No meeting

Library Advisory Board

The Library Advisory Board met on June 4th in the Library Community Room. They discussed the Director's Report on how well the library is doing and were updated on the staff vacancies that may be filled in the coming weeks. They discussed briefly the 120th anniversary celebration that is being planned and the float that the Friends of the Library are hoping to get volunteers for. The float will promote the Library's 120th anniversary at Old Home Day. The 2018/2019 library goals list was discussed at length. Adding more children's, teens, and adult programs and activities was briefly discussed. The committee had a lengthy discussion about the library website and how it will be beneficial for the library, the town, and the community.

Middle Haddam Historic District Commission

The Middle Haddam Historic District Commission met on June 28, 2018. They were presented with two applications and the applicants described the changes they want to make to their property. Both applicant's applications were approved by the commission. There was a letter sent from Jeremy DeCarli about an unapproved driveway and grading at 48 Long Hill Road. Commissioner Starolis brought to the attention of the commission that a resident wants to install a new driveway. She will come before the commission with her plans. The hazardous tree on Knowles Road was briefly discussed. The limbs were removed by the town but the whole tree remains.

Parks & Recreation Advisory Board

The Parks & Recreation Advisory Board met on June 5, 2018. Jeremy Hall provided an update on the Seamster Park fundraising and reviewed the budget for the department. All summer staff have been hired and training is being completed.

Planning & Zoning Commission

The Planning & Zoning Commission met on June 6, 2018 and took action on the following applications:

PZC-18-005 – Dean Brown – 26 Barton Hill, Amendment to Zoning Regulation: Section 8.4, I (B&B). Map 02A/Block 47/Lot 40. Applicant requested an extension. The application was continued until the next regularly scheduled meeting on July 11, 2018. Vote: 7-0

PZC-18-009 – Jill and Karin Bromley, 19 Flanders Rd., for a Special Permit for a 60' x 100' Commercial Stable. Map 26/Block 85/Lot 29. The application was approved with conditions. Vote: 7-0

PZC-18-014 – Aaron Tyler, 13 North Main St., for a Special Permit for a Café - Sec. 5.2.C. Map 01A/Block 39A/Lot 28B. The application was continued until the next regularly scheduled meeting on July 11, 2018. Vote: 7-0

PZC-18-015 – Global Self Storage, LLC. Wayne Rand, 182 East High St., Special Permit for excavation, filling and grading of 4.88 acres of commercial property. Map 32/Block 85/Lots 7B & 7C. A public hearing was set for the regular meeting on August 1, 2018. Vote 7-0

Town Facilities Building Committee

The Town Facility Building Committee met on Thursday, June 7, 2018. They discussed the DD estimate and received an update on the progress of the estimate. The timeline was also briefly discussed. The changes being made to the building plans was brought up but the committee will be discussing those changes at length at the next meeting. The changes were presented to the committee to inform them and to prepare them for the lengthy discussion. The members approved, and revised, the invoices that were to be paid. There was a brief conversation about the articles in Events Magazine. It was agreed there should be more sent to the magazine to keep the community up to date and aware of the progress of the project.

Another meeting was held on June 19th. The Committee met with Amenta Emma Architects and Newfield Construction to review the design development estimates line by line to confirm if the items were Recommended; Recommended as an Add Alternate; or Not Recommended/Rejected. The Committee accepted the revised design development cost estimates.

Water Pollution Control Authority

The Water Pollution Control Authority Committee held their regular meeting on Tuesday June 5th at 6:00 P.M. A Public Hearing was held on June 5, 2018 to announce the proposed 2018-19 water budget and recommended water rates for the customers of the Village Center, Royal Oaks and Hampton Woods Water Systems. No public attended. Committee approved two resolutions. 1: Management recommends the Water rate for FY 18/19 is \$40 / Meter fee and \$9.25 / 1000 gals. Commodity charge. This is no change from the current rates. 2: Management recommends the annual DPH Safe Drinking Water Fee (PA17-2 effective October 2017) of \$2.57 (per customer) and will be added to the 1st billing in July. Mr. Smith will be attending the June 12th Town Council meeting to address the second and final approval. Mr. Smith and Mr. Maniscalco recently met with MDC about a potential interconnection via Portland and with the possibility of a 50% grant from the DPH. WPCA has official taken ownership of the Hampton Woods lift station.

Zoning Board of Appeals

No meeting