

Supplement
dated July 23, 2026
to the
Preliminary Official Statement
dated July 22, 2026
relating to
TOWN OF EAST HAMPTON
SUFFOLK COUNTY, NEW YORK

\$17,699,580*
PUBLIC IMPROVEMENT SERIAL BONDS – 2026 SERIES A
(the “Bonds”)

and

\$9,933,200
BOND ANTICIPATION NOTES – 2026 SERIES A
(the “Notes”)

The Preliminary Official Statement, dated **July 22, 2026** (the “Preliminary Official Statement”), relating to the Bonds and the Notes of the Town of East Hampton (the “**Town**”) is hereby supplemented by this Supplement, dated **July 23, 2026** (the “Supplement”), to provide various updates to the section entitled “LITIGATION”.

Other than with respect to the information provided herein, this Supplement is not otherwise updating the Preliminary Official Statement, which speaks as of its date.

The section entitled “LITIGATION” on pages 12 through 16 is hereby superseded and replaced in its entirety with the following:

LITIGATION

Airport Litigation and Related Matters

The Town owns and operates the East Hampton Town Airport (the “Airport”), located on Daniels Hole Road in the Town. The Town is involved in several pending litigation matters that relate generally to the Town’s efforts to reduce noise and environmental impacts caused by users of the Airport, as summarized below.

Various constituents that use the Airport sued the Town under Article 78 of the CPLR. The litigations resulted in an injunction entered against the Town effectively requiring the Town to retain the Airport’s public use status at the current time. Before the injunction was entered, the Airport converted to private use. The Town has since converted the Airport back to public use to comply with the injunction. Before it did so, the Town was subject to contempt motions. Those contempt motions resulted in Town owing approximately \$300,000 in attorneys fees to the Petitioners. The Town appealed the awards and has taken the position that the appeal stayed the Town’s requirement to pay. Petitioners were also awarded monetary sanctions but the appellate court reversed and remanded to the lower court for factual findings, which were never made. One additional contempt application is outstanding made by Blade Air Mobility (“Blade”). The Court has not disposed of that application yet and damages associated with it are uncertain. The Town is in the process of negotiating a resolution with Blade and other Petitioners and anticipate a resolution of the attorney fee award without any affirmative payment. The Town has not paid any amounts under the contempt awards to date.

The Town has converted the Airport back to public use, which has made moot the vast majority of Airport litigation. The Town intends to negotiate a resolution with all Petitioners on the outstanding contempt awards and other issues. If a resolution is not possible, the Town intends to litigate the balance to completion, if necessary.

The likelihood that the Town will owe monies to Petitioners as a result of the contempt is high. It is likely that such amount will be under \$1 million. It is possible that negotiations can result in the Town not having to pay any money to Petitioners, but instead require the Town to reallocate contempt monies owed by investing the monies into airport projects.

The Coalition to Keep East Hampton Airport Open, Ltd. (“Coalition”), Andrew Sabin, Michael Mancuso, Edmond Chakmakian, Kelly Bloss, Jennifer Faga, Robert Aspenleiter, Thomas Griffin, Douglas Donaldson, Harry Ellis and Dr. George Dempsey v. Town of East Hampton (Suffolk County Supreme Court): Permanent injunction issued in October 2022 enjoining Town Board resolutions enacted to close and reopen the airport as private use.

Contempt order issued relating to Town's enforcement of safety rules and implementation of indemnification requirements (and other conduct that was vacated by Second Department on appeal); all monetary sanctions and fines were vacated by Second Department on appeal and the matter was remitted to Supreme Court to make a new determination of monetary sanctions in March 2024 (statutory fine of \$250 plus potential monetary sanctions, if proven at damages hearing or frivolous conduct); Supreme Court has never set a hearing or ordered briefing on this issue.

By separate order, Supreme Court ordered the Town to pay Coalition/Greenberg Traurig attorneys' fees of \$20,100. This order is the subject of a separate appeal, currently pending before the Second Department.

East End, et al v. Town of East Hampton: 602799/2022. Permanent injunction issued in October 2022 enjoining Town Board resolutions enacted to close and reopen the airport as private use. Contempt order issued relating to the Town's enforcement of safety rules and implementation of indemnification requirements (and other conduct that was vacated by Second Department on appeal); all monetary sanctions and fines were vacated by Second Department on appeal and the matter was remitted to Supreme Court to make a new determination of monetary sanctions in March 2024 (statutory fine of \$250 plus potential monetary sanctions, if proven at damages hearing or frivolous conduct); Supreme Court has never set a hearing or ordered briefing on this issue.

By separate order, Supreme Court ordered the Town to pay East End/Catterson's attorneys' fees of \$157,618. This order is the subject of a separate appeal, currently pending before the Second Department.

East End, et al v. Town of East Hampton: 05193/2023. Appeal decided. Affirmed lower court's ruling as modified. The Second Department held that the Town should not have been found in contempt for paying counsel with airport funds or based on statements by the Town's counsel. However, the Court upheld the Supreme Court's finding of contempt based on the Town "taking other steps to effectuate the closure of the airport and by enforcing new use restrictions." Also reversed Supreme Court's imposition of monetary sanctions of \$250,000 and a fine of \$1,000 per day, and remitted for determination of monetary sanctions, if any. Motion for leave to appeal the Second Department's decision on contempt to the Court of Appeals pending as of April 2024.

East End, et al v. Town of East Hampton: 09799/2023. Appeal fully briefed as of September 2024. Case awaiting calendaring for oral argument or decision without argument.

Blade Air Mobility, et al v. Town of East Hampton, et al, (Suffolk County Supreme Court): Permanent injunction issued in October 2022 enjoining Town Board resolutions enacted to close and reopen the airport as private use. Contempt motion pending for Town precluding Blade access to the ramp. TRO has been entered enjoining Town from precluding Blade's access to the ramp.

Contempt order issued relating to Town's enforcement of safety rules and implementation of indemnification requirements (and other conduct that was vacated by Second Department on appeal); all monetary sanctions and fines were vacated by Second Department on appeal and the matter was remitted to Supreme Court to make a new determination of monetary sanctions in March 2024 (statutory fine of \$250 plus potential monetary sanctions, if proven at damages hearing or frivolous conduct); Supreme Court has never set a hearing or ordered briefing on this issue.

By separate order (and after in camera inspection), Supreme Court ordered Town to pay Blade's/Gibson Dunn's attorneys' fees of \$116,621.50. This order is the subject of a separate appeal, currently pending before the Second Department.

Manny Vilar v. Town of East Hampton (Suffolk County Supreme Court): Petitioners sought an injunction to prevent the Town from closing or deactivating the Airport. Petitioners claim that the Town did not properly complete all legal

requirements to reopen the Airport as a private use Prior Permission Required (“PPR”) facility. The matter was transferred from Nassau County Supreme Court to Suffolk County Supreme Court, where it was dismissed.

Long Island Airline LLC (“LIA”) v. Town of East Hampton (Suffolk County Supreme Court): Case sought an injunction preventing the Town from defaulting LIA under the lease between the Town and LIA for the airport property known as 50 Industrial Road Wainscott, NY. The Town filed a summary judgment motion. That motion was granted and the case was dismissed. No appeal was taken and the order is final. Since the Town Board then authorized the termination of the lease, the lease was terminated and the Town obtained a warrant of eviction and monetary judgment against LIA for lost rent. LIA appealed the warrant of eviction and monetary judgment and that appeal is pending with the New York State Appellate Term 2nd Department.

Doupe Services, LLC d/b/a Curtis Air Taxi and Jobs Lane Aviation, LLC v. Town of East Hampton, New York (FAA and DOT Administrative Proceeding – 16-22-05): Town filed motion to dismiss in both the FAA and DOT proceedings (which are now consolidated into one proceeding). Per FAA rules, the Town also filed an answer. No claims for damages are at issue in the administrative proceeding. On February 20, 2024, the FAA filed a notice of extension of time, stating that “the Director’s Determination will be issued in this matter is hereby extended to and including May 20, 2024.” No such ruling has been issued yet, although a ruling is expected in the next twelve months. On April 22, 2024, the complainants in the Part 16 proceeding filed a motion to withdraw the proceeding, styled as a “notice of withdrawal,” based on the Second Department’s decisions in the Coalition, East End, and Blade matters. On May 2, 2022, the Town responded to this motion, arguing that there is no mechanism by which a complainant can withdraw a complaint as of right prior to the agency’s determination. The complainants filed a reply on May 9, 2024, to which the Town responded on May 17, 2024. On November 7, 2024, the FAA issued an order granting the complainants’ request to withdraw and dismissed the complaint without prejudice.

Leliflite Shares LLC v. Town of East Hampton: Heliflite Shares LLC commenced an Article 78 proceeding against the Town whereby it sought to annul the Town Board’s resolution authorizing the termination of the Town’s lease with Long Island Airline. The action has been sub judice since May 2025. The Town is awaiting a decision. The Town does not expect any monetary liability from this proceeding.

Pintilie v. Maidstone Gun Club et al. The Maidstone Gun Club was operated on Town-owned land pursuant to a lease with the Town. In 2022, a bullet allegedly originating from the rifle range struck a home a mile away. Several homeowners in the area sued the club and the Town for an injunction and damages. The court granted a temporary restraining order completely shutting the club down. It has not operated for months. The Town filed a dispositive motion on the grounds that, *inter alia*, petitioners failed to file a notice of claim. The motion was granted and the Town was dismissed from the case. The Court has since dismissed the case in its entirety. Appeals are pending with the Second Department, including with respect to the Order that dismissed the Town from the litigation.

Wainscott Water Contamination Litigation and Related Matters

The Town has been named as one of several defendants in a putative class action lawsuit brought by residents of Wainscott whose private drinking water wells were found contaminated with perfluorooctanoic acid (“PFOA”) and/or perfluorooctanesulfonic acid (“PFOS”). The putative class alleges that the contamination emanates from properties the Town owns. Similarly, the Town has been named as a counterclaim defendant with respect to causes of action brought by the property owners of Wainscott Commercial Center due to, among other things, detections of PFOA and PFOS in the groundwater under their property. Further, Town has entered into an administrative order on consent with the New York State Department of Environmental Conservation (“NYSDEC”) whereby Town is in the process of investigating and/or remediating contamination at and/or emanating from the NYSDEC-designated East Hampton Airport inactive hazardous waste site (NYSDEC Site No. 152250) under NYSDEC’s oversight, approval and direction. While Town has incurred and will likely continue to incur expenses in association with the foregoing actions, Town has commenced litigation against the responsible parties asserting various causes of action for, among other things, contribution, cost recovery and damages. The defendants in those litigations commenced by the Town include manufacturers of PFOA/PFOS, manufacturers of various products, including aqueous film-forming foam (“AFFF”) and certain end-users of such products including various local fire departments, the operator of the fire training facility as well as the owners of the Wainscott Commercial Center to recover the Town’s costs and other damages associated with the contamination. The litigations are pending in the multi-district litigation styled *In re Aqueous Film-Forming Foam*, 18-02873-RMG (D.S.C.). While Town will likely continue to incur expenses in accordance with NYSDEC’s direction to address the contamination and defend/settle any of the litigations mentioned above, Town is optimistic that the majority, if not all, such substantial expenses and damages may be recovered in Town’s litigations commenced against the responsible parties excluding attorneys’ fees and litigation costs or

otherwise. The Town would be authorized to issue bonds to finance any amounts related to the foregoing that are not reimbursed by insurance/litigation.

New York State Department of Environmental Conservation (“NYSDEC”) Superfund

In 2019, the NYSDEC designated the Airport as a Class 2 Inactive Hazardous Waste Site (“Superfund Site”), the East Hampton Fire Department (“EHFD”) Fire Station located at 72 Industrial Rd East Hampton, New York (“Fire Station”) and the fire training facility located at 65 Industrial Road (“Training Facility”) due to EHFD’s use of aqueous film-forming foam (“AFFF”) at each property. As a result of such use, PFAS contamination has been detected in soil and groundwater. The NYSDEC demanded that Town execute a consent order requiring the investigation and remediation of such PFAS contamination and pay NYSDEC’s costs. The Town executed the consent order and is in the process of investigating all contamination at and emanating from the properties under NYSDEC’s oversight and approval.

Prior to the designation, in 2017 and 2018, the Suffolk County Department of Health conducted sampling of private drinking water wells of Wainscott residents who live south of the Airport. PFOA/PFOS were detected in many of those wells above the then health advisory level of 70 ppt of PFOA and PFOS combined. Recently promulgated drinking water standards, which serve as safety guidelines for private wells, are substantially more stringent than this threshold and regulate additional PFAS chemicals. Immediately upon learning of the private well contamination, the Town, in conjunction with NYSDEC and the Suffolk County Water Authority (“SCWA”), engaged in numerous efforts to protect the health, safety and welfare of the Town’s residents as well as the environment. The Town, among other things, paid to provide a clean water source to impacted residents by extending the SCWA public drinking water main throughout areas in Wainscott. As a result, residents are no longer forced to rely on their contaminated private wells. After application of grants, the Town paid \$7,591,425.93 to complete this. This cost does not include the cost to connect homes to the water main – only to extend the water main itself.

Shortly after completing that project, the Town developed a program to allow property owners to connect to the water main and have the costs of that connection be assessed on their taxes over a multiple decades. The Town has also been directed by NYSDEC, under the consent order, to connect (and pay for the connection) of various properties to the water main in Wainscott.

As of December 31, 2024, the Town is in the process of conducting the remedial investigation in phases. PFAS contamination has been detected in various areas of the airport, at the EHFD fire station and the Fire Training Facility, among other locations, in both soil and groundwater.

The Town has entered into the administrative order on consent with NYSDEC and will comply with requirements thereunder.

It is likely that the Town’s ultimate liability will exceed \$1 million and potentially tens of millions, but due to the uncertainty of superfund cleanups, the amount and timing is unknown. The Town’s airport insurer initially defended the Town’s investigation in full under a reservation of rights and has since unilaterally converted its duty to defend to a duty to reimburse subject to reversing that decision. It is unclear how much the insurer will cover going forward. The Town is responsible for contingency attorney fees of 33% of insurance recoveries/payments made for consultant fees. The Town has also sued over a dozen parties for this potential liability under a 33% contingency fee arrangement with counsel. The Town is also in the process of applying for State grants. These actions may serve to significantly mitigate the Town’s liability.

The Town knows of no unasserted claims or assessments in connection with this matter.

Shipman v. 3M et al. & Related Notice of Claim

As stated above, the Suffolk County Department of Health Services detected PFAS contamination in various private wells in Wainscott. A putative class action was commenced by a class representative (Shipman) against the manufacturers of PFAS/AFFF as well as the Town. The putative class consists of anyone who drank contaminated water and property owners of the contaminated wells. The class seeks the following damages: (i) water main connection costs, (ii) medical monitoring, (iii) diminution of property value and other relief. Class counsel also submitted several notices of claim on behalf of individual residents seeking similar relief as the class.

Discovery has not proceeded and class certification has not been considered as the litigation is pending in the AFFF multi-district litigation in South Carolina where the Court stayed all cases unless designated otherwise. With respect to the notices of claim, no litigation has been filed.

The Town has answered the complaint and intends to defend the case vigorously to the extent necessary. Also, the Town has commenced litigation against the manufacturers, EHFD and others for, *inter alia*, contribution to mitigate the Town's potential liability.

Litigation is uncertain. The Town has defenses to the litigation and good contribution rights. However, it is unclear at the moment how the litigation will unwind as it is still in its early stages.

Truck Beach Litigation (Seaview)

Appellate Division Case No. 2021-09540 ("Discovery Appeal") This is an appeal from Supreme Court's pre-contempt hearing order resolving certain outstanding discovery disputes over the sufficiency of the Town's and the Town Board members' responses to Ocean Estates' subpoenas. The Town timely perfected the appeal. The matter is fully briefed and awaiting the scheduling of oral argument.

Appellate Division Case No. 2022-005504 ("Contempt Appeal"): This is an appeal of Supreme Court's finding of criminal and civil contempt against the Town and the imposition of related sanctions, including a \$239,000 penalty. The Town timely perfected the appeal. The matter is fully briefed and awaiting the scheduling of oral argument.

Appellate Division Case No. 2023-04158 ("Benson Deed Appeal"): This is an appeal of Supreme Court's dismissal of the Town and the Trustee's quiet title/declaratory judgment actions concerning the interpretation of the historic fishing rights reserved in the Benson Deed. The Town and the Trustees timely perfected their appeals. The matter is fully briefed and awaiting the scheduling of oral arguments.

Appellate Division Case No.: 2023-05377 ("Attorneys' Fees Appeal"): This is an appeal of Supreme Court's award of attorneys' fees totaling \$389,000 against the Town and the Trustees. The Town timely perfected its appeal, but the Trustees did not. The matter is fully briefed and awaiting the scheduling of oral argument.

Appellate Division Case No.2024-04770 ("Money Judgment Appeal"): This is an appeal of Supreme Court's judgment memorializing the monetary sanctions, with interest, imposed in the contempt and Pillsbury firm's portion of the attorneys' fees orders, totaling \$740,460.60. The Town timely perfected its appeal. The matter is fully briefed and awaiting the scheduling of oral argument.

Appellate Division Case No. 2024-09416 ("Second Money Judgment Appeal"): This is an appeal of Supreme Court's judgment memorializing the Esseks' firm's attorney fee order, totaling \$40,921.74. The Town and the Trustees timely perfected their appeals. The matter is fully briefed and awaiting the scheduling of oral arguments.

Pursuant to the Local Finance Law, the Town is authorized to issue bonds or notes to finance judgments and claims, if necessary.