Utilitronics, Corp.

P.O. BOX 1616 PLAINVILLE, MA 02762 PH 508-809-6250 FX 508-809-6249

New! Replace our equip.

QUOTATION

March 27, 2019

Mr. John Lazelle Town of Wilmington WWTP Ph 802-464-3862 Email jlazelle@wilmingtonvt.us

Thank you for the opportunity to provide you with following pricing information:

Model#	Description	Unit Price
63583	Ridgid Standard Seesnake Includes: 325' push cable, self-leveling camera head	\$9427.00
57133	Ridgid CS65x Digital Reporting Monitor includes 18V Li-on rechargeable battery and charger.	6145.00
19238	Ridgid Navitrack Scout Locator.	1594.00

FOB: Plainville, MA

Lead time: Within 30 days ARO

Terms are Net 30 days.

Price validity is 30 days.

Please feel free to contact me should you have any questions or require further information.

Sincerely,

Pamela Silva General Manager

Utilitronics, Corp.

P.O. BOX 1616 PLAINVILLE, MA 02762 PH 508-809-6250 FX 508-809-6249

Upgrade, repair our equip.

QUOTATION

February 28, 2019

Mr. John Lazelle Town of Wilmington WWTP Ph 802-464-3862 Email jlazelle@wilmingtonvt.us

Thank you for the opportunity to provide you with following pricing information:

Model#	Description	Unit Price
57133	Ridgid CS65x Digital Reporting Monitor includes 18V Li-on	\$6145.00
	rechargeable battery and charger.	
15803	Ridgid Self-leveling color camera head, reconditioned.	1147.25

FOB: Plainville, MA

Lead time: Within 30 days ARO

Terms are Net 30 days. Price validity is 30 days.

Please feel free to contact me should you have any questions or require further information.

Sincerely,

Pamela Silva General Manager

STATE OF VERMONT AGENCY OF TRANSPORTATION UTILITY RELOCATION AGREEMENT

OWNER: Town of Wilmington
PROJECT NUMBER: Wilmington-Stratton STP PS19(7)
EXPENDITURE ACCOUNT/SUBJOB NO.: PS19007-300
CONTRACT NUMBER: UT0208

THIS AGREEMENT, made and concluded by and between the State of Vermont, acting through its Agency of Transportation, hereinafter referred to as the STATE, and the Town of Wilmington duly organized and existing in the State of Vermont with its principal place of business at 2 East Main Street, PO Box 217, Wilmington, Vermont 05363 hereinafter referred to as the OWNER:

WITNESSETH:

WHEREAS, the STATE has programmed a highway project identified as Wilmington-Stratton STP PS19(7) which shall provide certain highway improvements on VT 100 in Wilmington, Dover, and Stratton; and

WHEREAS, it is evident that adjustment to, and replacement of the OWNER's facilities, hereinafter referred to as RELOCATION WORK, are required by proposed construction of said highway improvements.

THE STATE AND THE OWNER MUTUALLY AGREE:

Scope of the Work

That the RELOCATION WORK, estimates of which are attached hereto and made a part hereof, consists of:

- a. Construction work to be accomplished by the OWNER, described as follows:

 None
- b. Construction work to be accomplished for the OWNER by the STATE acting through its highway prime contractor, described as follows:

Adjust Sewer Manholes to accommodate VTrans project Wilmington-Stratton STP PS19(7).

c. Quality control and on-the-job inspection of the work described in paragraph (b) above, by the OWNER or a representative employed by the OWNER, shall be provided to assure the installation meets with the OWNER's approval. However, it should be expressly understood that the OWNER, or its representative, shall at all times work through the STATE's Engineer and not directly with the STATE's Contractor.

Payment

- a. Reimbursement by the OWNER to the STATE will be based on unit bid prices and actual quantities installed. A corresponding estimate of **\$12,000** is attached hereto and made a part hereof.
- b. Increases or changes in the scope and cost of the RELOCATION WORK shall only be authorized by a Supplementary Agreement, fully executed by the parties to this Agreement. Such Supplementary Agreement shall be supported by a detailed estimate of the cost changes.

Termination

That upon completion of the RELOCATION WORK and final payment of any money due under the terms of this agreement, this agreement shall terminate and become void. Upon termination of the agreement, the relationship between the STATE and the OWNER with respect to the OWNER's facilities shall be in accordance with applicable State and Federal laws and regulations governing the operation of Utility Facilities.

THE STATE AGREES:

That acting through its highway prime contractor, it shall perform the RELOCATION WORK described in the "Scope of Work" section (b) in accordance with the plans and specifications.

That the OWNER has the right to delete any or all of the proposed RELOCATION WORK and perform the work with its own forces.

That it shall require the highway construction project to be prosecuted at all times with reasonable care in accordance with the <u>Standard Specifications for Construction</u>, as modified by such special provisions as may be attached to the highway construction contract.

That the OWNER and its agents shall be granted access within the limits of the highway construction projects at all times during the life of the project for the purpose of quality control, operating, maintaining, relocating or reconstructing its facilities.

That the OWNER shall be notified at least twenty-four (24) hours in advance of a planned interruption to the normal usage of the OWNER's facilities.

THE OWNER AGREES:

That the plans for the RELOCATION WORK are based on standards which conform to or exceed the minimum requirements of all applicable National, State and Local codes and regulations and that the OWNER is solely responsible for the operation and maintenance of utility plant covered by or completed under this agreement in conformity with such standards.

To notify the STATE within three (3) weeks of receipt of bid prices of their intent to delete work from the STATE contract. If notification is not made within this time period, the OWNER will accept the actual costs based on bid prices.

To provide quality control and on-the-job inspection of materials and construction methods used in the RELOCATION WORK described in the "Scope of Work", at no cost to the STATE, and to save the STATE free and harmless from any responsibility therefore, except where the STATE shall disregard written exceptions filed with the STATE by the inspector for the OWNER.

To notify the STATE of any substantial changes in the scope or character of the RELOCATION WORK as soon as the need for such change becomes apparent.

To maintain in good and safe condition its plant and facilities located within the project limits and to repair any property damage resulting from such maintenance to the satisfaction of the STATE.

To accept facilities constructed in the RELOCATION WORK described in the "Scope of Work" section (b) immediately upon completion and demonstrated capability of the system to function as intended.

This agreement shall be bind respective parties hereto:	ding upon the successors and assigns of the
	parties to this agreement have executed the same TE, by its Secretary of Transportation, and the
IN WITNESS WHEREOF:	OWNER:
<u></u>	BY: (AUTHORIZED AGENT)
	(TITLE)
	STATE OF VERMONT AGENCY OF TRANSPORTATION
	BY: SECRETARY OF TRANSPORTATION
APPROVED AS TO FORM: Dated:	
ASSISTANT ATTORNEY GENERAL	

Town of Wilmington
Project: Wilmington-Stratton STP PS19(7)

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Number	Description	Unit	Quantity	Unit Quantity Cost/Unit	Amount
604.42	Adjust Elevation of Sewer Manholes	EA	12	\$1,000.00	\$12,000
629.20	Adjust Elevation Gate Valve	EA	•	\$275.00	\$
			Total Estir	Total Estimated Cost	\$12,000

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The Vermont Statutes Online

Title 24: Municipal And County Government

Chapter 075: Economic Development

Subchapter 002 : Aid To Business; Publicity

(Cite as: 24 V.S.A. § 2741)

§ 2741. Municipal corporations; property values fixed by contract

- (a) A municipal corporation, as hereinafter provided, may enter into a contract with owners, lessees, bailees, or operators of agricultural, forestland, open space land, industrial or commercial real and personal property, and alternate-energy generating plants for the purpose of:
 - (1) fixing and maintaining the valuation of such property in the grand list;
 - (2) fixing and maintaining the rate or rates of tax applicable to such property;
 - (3) fixing the amount in money which shall be paid as an annual tax upon such property; or
 - (4) fixing the tax applicable to such property at a percentage of the annual tax.
- (b) A municipal corporation, by vote of a majority of those present and voting at an annual or special meeting warned for that purpose for a contract relating to agricultural or forest property, open space land, or to alternate-energy generating plants, or by a vote of two-thirds of those present and voting at annual or special meeting warned for that purpose for a contract relating to commercial or industrial property, may either:
- (1) provide general authority to its legislative branch to enter into such contracts as application is made; or
- (2) provide limited authority to its legislative branch to negotiate contracts, which shall be effective upon ratification by a majority of those present and voting at an annual or special meeting warned for that purpose.
 - (c) Any contract entered into pursuant to this section:
- (1) shall not be for a period in excess of ten years except for a contract to stabilize taxes for an alternate-energy generating plant, in which case the term shall not exceed the term of any license, permit, or other approval required to operate such a plant;
- (2) shall be filed with the clerk of the municipal corporation and shall be available for public inspection;
- (3) may be with existing or new owners, lessees, bailees, or operators of such property, or with persons who intend to become owners, lessees, bailees, or operators of such property; and
- (4) may be applicable to existing agricultural or forest property or open space land; renovations of or additions to existing agricultural, commercial, or industrial property, or open space land; or to new agricultural, forest, commercial, or industrial property, or open space land.
 - (d) For purposes of this section:
- (1) "Renewable energy source" means any inexhaustible, continuous, or readily replaceable supply of energy, including solar, wind, hydroelectric, and geothermal. "Renewable energy source" does not mean any biomass, fossil, or mineral supply of energy, including wood, organic waste, oil,

4/6/2018 Vermont Laws

coal, or uranium.

(2) "Alternate-energy generating plant" means real and personal property that is built at an existing or new site after July 1, 1980, including any equipment, structure, or facility, used for or directly related to the generation or production of electricity from renewable energy sources with a nameplate capacity of not more than 25 million watts.

- (3) "Farmland" means real estate, exclusive of any housesite, which is actively and exclusively devoted to farming and is operated or leased as a farm enterprise by the owner.
- (4) "Forestland" means any land, exclusive of any housesite, which is under active forest management for the purpose of growing and harvesting repeated forest crops.
 - (5) "Housesite" means the two acres of land surrounding any house, mobile home, or dwelling.
- (6) "Open space land" means any land, exclusive of any housesite, that does not fall under the definition of "farmland" and "forestland," is not used for commercial or industrial purposes, and does not have structures thereon. (Amended 1961, No. 16; 1967, No. 359 (Adj. Sess.), eff. March 26, 1968; 1969, No. 16, § 6, eff. March 11, 1969; 1973, No. 183 (Adj. Sess.), § 1, eff. March 30, 1974; 1977, No. 105, § 26; 1979, No. 170 (Adj. Sess.), § 1; 1993, No. 104, §§ 1-4, eff. June 21, 1993.)

Tax Stabilization Policy

Updated December 18, 2014

The Town of Wilmington has enacted a Tax Stabilization Policy in order to encourage businesses to build or expand in Wilmington. This Policy was approved by the Wilmington voters on March 4, 2014 (per Title 24, V.S.A. 2741) and allows the Town to offer the following tax stability for new or existing businesses.

This tax policy is effective for municipal taxes only and does not include the state education tax.

New construction: Tax on the land with incremental increases on construction

-	Year One	current assessment (Land value) @ tax rate
_	Year Two	current assessment plus 20% of new construction assessment
-	Year Three	current assessment plus 40% of new construction assessment
-	Year Four	current assessment plus 60% of new construction assessment
-	Year Five	current assessment plus 80% of new construction assessment
-	Year Six	Full valuation.

Existing Businesses with expansion or renovation of a current building:

-	Year One	current value @ tax rate
-	Year Two	current value plus 20% of completed building assessment
-	Year Three	current value plus 40% of completed building assessment
-	Year Four	current value plus 60% of completed building assessment
-	Year Five	current value plus 80% of completed building assessment
_	Year Six	Full assessment

The Select Board will decide on tax stabilization requests based on the following criteria:

- Does the applicant create jobs that pay wages equal to or greater than the State's average wage? Do the jobs include vacation pay, sick time, health benefits?
- Does the applicant's business place a burden on the Town's infrastructure, the police, fire, and emergency services, or wastewater capacity?
- Does the applicant's business produce hazardous materials or cause pollution byproducts?
- Are there other conditions that would negatively affect the Town?
- The applicant must be current on all Town taxes and fees.
- The Select Board can waive any criteria if they deem it in the best interest of the Town to do so.

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