**Select Board Members**
___Liz Scharf, Chair
___Zara Vincent, Vice Chair
___ Stacey Skadberg
___ Larry Rooney
___ Paul Cerminara

# Middlesex Select Board Meeting

**5:00 PM**
**Tuesday, October 6, 2026**
**Middlesex Town Hall and via Zoom***
**5 Church Street**
**Middlesex, Vermont 05602**
**(802) 223-5915**

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5:00PM
Call to order and welcome guests Approving the minutes of the September 15, 2026 Regular Select Board meeting. Approving Agenda for the October 6, 2026, and considering any amendments to the agenda. Action Likely.

5:05 Highway report and FEMA roadwork update. Updates on FEMA from Zara. Update on Box Culvert stonework repair schedule per ANR directives. Action Possible.
- Re-signing Town Road and Bridge Standards that was approved on April 7, 2026 (as reflected in the minutes for April 7, 2026). Document is not on file with the VTRANS, board to sign another copy; action likely

5:15 Review and Approve CVRPC-designed RFP for Emergency Watershed Protection-5042 projects (2024 flood), Lincoln Frasca from CVRPC to attend. Action likely

5:30 Discussion regarding website administration and assigning 2-4 positions within the Town to have access to Town Website. Final approval of migrating emails from middlesexvermont.org to middlesexvt.gov Action possible

5:45 Town Clerk Update, no action

5:55 Treasurer update; no action Consider Treasurer's email suggestion to purchase scanner capable of scanning large documents (maps, old property books, etc); action possible

6:20 Select Board to approve Municipal Resolution form to add Laim Abbate, Town Administrator, as an authorized signing official for the Town of Middlesex GEARS state grant portal; Action Likely

6:25 Russ Bennett of Planetary Matters LLC requesting letter of support from Select Board for the Northern Boarders Regional Commission grant for a 53-child capacity childcare center, letter due 10/14/26. Action Possible
Russ Bennett to discuss changing the route of Colby Road on the Galaxy of Yes Property, Action Unlikely

6:45 Adjourn Meeting

## OTHER BUSINESS

- Orders
- Correspondence-any correspondence between board members and the public
- Any other matters that come before the Board

- **ZOOM INSTRUCTIONS**

**To attend this meeting via Zoom, go to:**
**https://us02web.zoom.us/j/86303217560**
**Meeting ID: 863 0321 7560 One tap mobile OR 1-646-931-3860**

## *Select Board Goals for 2026-27 term*

- Future of Town Hall and municipal offices and Town Garage

- Personnel policy
- An ordinance to address litter/illegal dumping in the Town's right of way
- Updating and correcting the Town's speed ordinance
- Updating Town's website
- Town Hall Next steps for heating system

# TOWN OF MIDDLESEX
# EMERGENCY WATERSHED PROGRAM 2026

Contract Documents and Technical Specifications

October 8, 2026

Owner:

Selectboard
Town of Middlesex
5 Church Street
Middlesex, Vermont 05602

DRAFT

Engineer:




**U.S. Department of Agriculture**
**Natural Resources Conservation District**
**356 Mountain View Drive, Suite 105 Colchester, VT 05446**

**ADVERTISEMENT FOR BIDS**

TOWN OF MIDDLESEX
(Owner)

5 CHURCH STREET
(Address)

MIDDLESEX, VERMONT 05602

BIDS for the construction of the Town of Middlesex, Emergency Watershed Program, including the construction of streambank stabilization and debris removal activities along Brook Road.

Will be received by:

Town of Middlesex, Vermont
(Owner)

at the office of:

Central Vermont Regional Planning Commission
29 Main Street, Suite #4
Montpelier, Vermont 05602
(Agent of Owner)

And via email to:

frasca@cvregion.com
(Agent of Owner)

until 3:30 P.M. Local Time on October 27, 2026 and then at said office publicly opened and read aloud.

A Pre-Bid Meeting is scheduled at Middlesex Town Hall, 5 Church Street, Middlesex, Vermont 05602 at 10:00 A.M., local time, on October 15, 2026. All prospective bidders are requested to attend this meeting.

Each BID must be accompanied by a CERTIFIED CHECK made payable to the OWNER for FIVE PERCENT (5%) of the total amount of the BID. A BID BOND may be used in lieu of a certified check.

The CONTRACT DOCUMENTS may be examined at the following locations:

- Natural Resources Conservation Service 356 Mountain View Drive, Suite 105 Colchester, Vermont 05446
- Town of Middlesex, Town Hall, 5 Church Street Middlesex, Vermont 05602

## INFORMATION FOR BIDDERS

BIDS will be received by the Central Vermont Regional Planning Commission (herein called the "AGENT OF OWNER"), at 29 Main Street, Suite #4, Montpelier, Vermont until 3:30 p.m. local time on October 27, 2026, and then at said office publicly opened and read aloud.

Each BID must be submitted in a sealed envelope OR via email.

Electronic submissions must be sent to Lincoln Frasca (frasca@cvregion.com) with the subject, "BID FOR MIDDLESEX EMERGENCY WATERSHED PROTECTION PROGRAM". All electronic bids must be submitted as a single PDF attachment. Bidders are responsible for ensuring attachments are received, complete, and accessible prior to the deadline. The required bid security must be delivered in original form by or before the bid deadline. Bid bonds and certified checks will not be accepted electronically. Any sealed envelope containing a BID must be plainly marked on the outside as BID FOR MIDDLESEX EMERGENCY WATERSHED PROTECTION PROGRAM and the envelope should bear on the outside the name of the BIDDER, their address, their license number if applicable, and the name of the project for which the BID is submitted. If forwarded by mail, the sealed envelope containing the BID must be enclosed in another envelope addressed to:

Lincoln Frasca
Central Vermont Regional Planning Commission
29 Main Street, Suite #4
Montpelier, VT 05602

All BIDS must be made on the required BID form. All blank spaces for BID prices must be filled in, in ink or typewritten, and the BID form must be fully completed and executed when submitted. Only one copy of the BID form is required.

The OWNER may waive any informalities or minor defects or reject any and all BIDS. Any BID may be withdrawn prior to the above scheduled time for the opening of BIDS or authorized postponement thereof. Any BID received after the time and date specified shall not be considered. No BIDDER may withdraw a BID within ninety (90) days after the actual date of the opening thereof. Should there be reasons why the CONTRACT cannot be

examine any form, instrument, or documents shall in no way relieve any BIDDER from the obligation in respect to their BID.

The OWNER shall provide to BIDDERS prior to BIDDING, all information which is pertinent to, and delineates and describes, the land owned and rights-of-way acquired or to be acquired.

The CONTRACT DOCUMENTS contain the provisions required for the construction of the PROJECT. Information obtained from an officer, agent, or employee of the OWNER or any other person shall not affect the risks or obligations assumed by the CONTRACTOR or relieve them from fulfilling any of the conditions of the CONTRACT DOCUMENTS.

The party to whom the contract is awarded will be required to execute the Agreement within ten (10) calendar days from the date when NOTICE OF AWARD is delivered to the BIDDER. The NOTICE OF AWARD shall be accompanied by the necessary Agreement. In case of failure of the BIDDER to execute the Agreement, the OWNER may, at their option, consider the BIDDER in default, in which case the BID BOND or certified check accompanying the proposal shall become the property of the OWNER.

The OWNER, within ten (10) days of receipt of acceptable Agreement signed by the party to whom the Agreement was awarded, shall sign the Agreement and return to such party an executed duplicate of the Agreement. Should the OWNER not execute the Agreement within such period, the BIDDER may by WRITTEN NOTICE, withdraw their signed Agreement. Such notice of withdrawal shall be effective upon receipt of the notice by the OWNER.

The NOTICE TO PROCEED shall be issued within ten (10) days of the execution of the Agreement by the OWNER. Should there be reasons why the NOTICE TO PROCEED cannot be issued within such period, the time may be extended by mutual agreement between the OWNER and CONTRACTOR. If the NOTICE TO PROCEED has not been issued within the ten (10) day period or within the period mutually agreed upon, the CONTRACTOR may terminate the Agreement without further liability on the part of either party.

The OWNER may make such investigations as they deem necessary to determine the ability of the BIDDER to perform the WORK, and the BIDDER shall furnish to the OWNER, all such information and data for this purpose as the OWNER may request. The OWNER reserves

# BID FORM

Proposal of _____
(hereinafter called "BIDDER"), organized and existing under the laws of the State of _____ doing business as

_____
(a corporation, a partnership or an individual)

To the TOWN OF MIDDLESEX (hereinafter called "OWNER".)

In compliance with your Advertisement for BIDS, BIDDER hereby proposes to perform all WORK for the construction of:

MIDDLESEX EMERGENCY WATERSHED PROTECTION PROGRAM

in strict accordance with the CONTRACT DOCUMENTS, within the time set forth therein, and at the prices stated below.

By submission of this BID, each BIDDER certifies, and in the case of a joint BID, each party thereto certifies as to their own organization, that their BID has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this BID with any other BIDDER or with any competitor.

BIDDER hereby agrees to commence WORK under this contract on the date of issuance of the NOTICE TO PROCEED and to fully complete the PROJECT by August 31, 2027. BIDDER further agrees to pay as liquidated damages, the sum of $500 for each consecutive calendar day thereafter as provided in Section 15 of the General Conditions.

BIDDER acknowledges receipt of the following ADDENDUM:

_____

_____

_____

_____

_____

_____.

BIDDER agrees to perform all the WORK described in the CONTRACT DOCUMENTS for the following lump sum:

5. All entries in the Schedule of Prices must be made clearly and in ink or typewritten.

6. The Statement of Compliance with Bid Conditions (Page BID-10) Must be completed by the BIDDER.

The undersigned understands that it is the intention of the OWNER not to award a Contract for this work under this or any other PROPOSAL if the BIDDER cannot furnish satisfactory evidence that they have the ability and experience to perform this class of work, and that they have sufficient capital and equipment to enable them to prosecute the work successfully and to complete it within the time named in the CONTRACT DOCUMENTS, and that the OWNER reserves the right to reject this or any other PROPOSAL or to award the CONTRACT as is deemed to be in the best interest of said OWNER. The undersigned understands further that the quantities given in the Schedule of Prices of this PROPOSAL are approximate only, and are given as a basis for the comparison of the PROPOSALS, that the OWNER does not agree, expressly or by implication, that the actual amount of work will correspond even approximately therewith; but reserves the right to increase or decrease the amount of any item of the work listed as may be found desirable or necessary during the carrying out of the construction work.

IMPORTANT: The undersigned must fill in all of the below information.

Name and residences of all persons and parties interested in this proposal as Principals are as follows:

Note: Give first and last names in full. In case of corporation, give names of officers and directors; in case of partnership, give names of all partners.

_____

_____

_____

_____

_____

_____

_____

_____

3. How many years has your organization been in business as a General Contractor under the name in which you propose to execute this Contract? _____

4. What projects have your present organization completed of character similar to that proposed? Give information indicated by following tabulation.

| Name, Address, & Number for Whom Work was Done | Work Done as Contractor | Description of Work | Approximate Amount of Contract | Approximate Date Work was Done |
|---|---|---|---|---|
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5. Has your present organization ever failed to complete any work awarded to it? If so, state when, where, and why.

_____
_____
_____
_____
_____
_____
_____
_____
_____

ACKNOWLEDGMENT OF PRINCIPAL, IF A CORPORATION

State of _____}

SS:

County of _____}

On this _____ day of _____ 2026 before me personally came and appeared

_____

to me known, who being duly sworn, did depose and say that they reside at _____ that they are the _____ of _____, corporation described in and which executed foregoing instrument; that the know seals of said corporation, that one of impressions affixed to said instrument is an impression of such seal; that it was so affixed by order of directors of said corporation, and that they signed their name thereto by like order.

(SEAL) _____

Notary Public

ACKNOWLEDGMENT OF PRINCIPAL, IF A PARTNERSHIP

State of _____}

SS:

County of _____}

On this _____ day of _____ 2026 before me personally came and appeared to me known and known to me to be one of the members of the

_____ firm of

_____, described in and who executed the foregoing instrument and acknowledged to me that they executed the same as and for the act and deed of said firm.

(SEAL) _____

Notary Public

DRAFT

Town of Middlesex

Emergency Watershed Protection Program

COST SCHEDULE

Bidders shall complete the cost schedule below and provide it with their Bid. The schedule is provided for information only.

| **Site** | **Bidders Approximate Total Cost** |
|---|---|
| 255 Brook Road | |
| 203 Brook Road | |
| 77 Brook Road | |
| **Total Lump Sum:** | |

DRAFT

**AGREEMENT**

THIS AGREEMENT, made this _____ day of _____, 2026 by and between the TOWN OF MIDDLESEX hereinafter called "OWNER" and _____ doing business as (an individual, a partnership or a corporation) hereinafter called "CONTRACTOR".

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

1. The CONTRACTOR will commence and complete the construction of _____.

2. The CONTRACTOR will furnish all the material, supplies, tools, equipment, labor and other services necessary for the construction and completion of the PROJECT described herein. The CONTRACTOR shall be responsible for providing their own survey equipment to ensure the improvements are installed at the correct grade, elevation and location as shown on the drawings. Upon completion, the CONTRACTOR shall provide an "as-built" survey to the NRCS for final drawings.

3. The CONTRACTOR will commence the WORK required by the CONTRACT DOCUMENTS on the date of issuance of the NOTICE TO PROCEED and will complete by August 31, 2027 unless the period for completion is extended otherwise by the CONTRACT DOCUMENTS. The CONTRACTOR acknowledges that the date of beginning and the time for completion of the WORK are essential conditions of the CONTRACT DOCUMENTS and the CONTRACTOR further agrees to pay as liquidated damages, the sum of $ 500 for each consecutive calendar day that the CONTRACTOR shall be in default after the time specified in the Agreement and as provided in Section 15 of the General Conditions.

4. The CONTRACTOR agrees to perform all the WORK described in the CONTRACT DOCUMENTS and comply with the terms therein for the sum of $ _____ or as shown in the BID schedule.

5. The term "CONTRACT DOCUMENTS" means and includes the following:

   (A) ADVERTISEMENT FOR BIDS

   (B) INFORMATION FOR BIDDERS

   (C) BID

Typed Name:

Title: _____ (SEAL)

ATTEST: _____

Typed Name: _____

Title: _____

CONTRACTOR: _____

BY: _____

Typed Name: _____

Title: _____ (SEAL)

Address: _____

ATTEST: _____

Typed Name: _____

Title: _____

DRAFT

**CHANGE ORDER**

CHANGE ORDER #_____

Project # _____ Date: _____

Contract #_____ Agreement Date: _____

CONTRACT TITLE:_____

ORIGINAL PRICE:$_____

OWNER (GRANTEE):_____

CONTRACTOR:_____

The following changes are hereby made to the CONTRACT DOCUMENTS:

DESCRIPTION:

JUSTIFICATION:

PRICE: This C.O.(1) will (not change/increase/decrease) the

Contract Price By: $ _____

Current Contract Price per most recent C.O.: $

_____

The new Contract Price including this C.O. is: $_____

TIME: Current Contract Calendar Days as per most recent C.O.:

DAYS _____

This C.O. will (not change/increase/decrease) the Contract Calendar Days by:

DAYS _____

The new Contract Calendar Days including this C.O. is:

DAYS _____

The new Contract Completion Date is, therefore:_____

## GENERAL CONDITIONS


1. Definitions
2. Additional Instructions & Detail Drawings
3. Schedules, Reports and Records
4. Drawings and Specifications
5. Shop Drawings
6. Materials, Services and Facilities
7. Inspection and Testing
8. Substitutions
9. Patents
10. Surveys, Permits, Regulations
11. Protection of Work, Property, Persons
12. Supervision by Contractor
13. Changes in the Work
14. Changes in Contract Price
15. Time for Completion & Liquidated Damages
16. Correction of Work
17. Subsurface Conditions
18. Suspension of Work, Termination & Delay
19. Payments to Contractor
20. Acceptance of Final Payment as Release
21. Insurance
22. Contract Security
23. Assignments
24. Indemnification
25. Separate Contracts
26. Subcontracting
27. Engineer's Authority
28. Land and Rights-of-Way
29. Guaranty
30. Taxes


### 1. DEFINITIONS

1.1 Wherever used in the CONTRACT DOCUMENTS, the following terms shall have the meanings indicated which shall be applicable to both the singular and plural thereof:

an extension of the CONTRACT TIME, issued by the ENGINEER to the CONTRACTOR during construction.

1.14 NOTICE OF AWARD - The written notice of the acceptance of the BID from the OWNER to the successful BIDDER.

1.15 NOTICE TO PROCEED - Written communication issued by the OWNER to the CONTRACTOR authorizing him to proceed with the WORK and establishing the date of commencement of the WORK.

1.16 OWNER - A public or quasi-public body or authority, corporation, association, partnership, or individual for whom the WORK is to be formed.

1.17 PROJECT - The undertaking to be performed as provided in the CONTRACT DOCUMENTS.

1.18 RESIDENT PROJECT REPRESENTATIVE - The authorized representative of the ENGINEER who is assigned to the PROJECT site or any part thereof.

1.19 SHOP DRAWINGS - All drawings, diagrams, illustrations, brochures, schedules and other data which are prepared by the CONTRACTOR, a CONTRACTOR, manufacturer, SUPPLIER or distributor, which illustrate how specific portions of the WORK shall be fabricated or installed.

1.20 SPECIFICATIONS - A part of the CONTRACT DOCUMENTS consisting of written descriptions of a technical nature of materials, equipment, construction systems, standards and workmanship.

1.21 SUBCONTRACTOR - An individual, firm or corporation having a direct contract with the CONTRACTOR or with any other SUBCONTRACTOR for the performance of a part of the WORK at the site.

1.22 SUBSTANTIAL COMPLETION - That date as certified by the ENGINEER when the construction of the PROJECT or a specified part thereof is sufficiently completed, in accordance with the CONTRACT DOCUMENTS, so that the PROJECT specified part can be utilized for the purposes for which it is intended.

including dates at which they will start the various parts of the WORK, estimated date of completion of each part and, as applicable:

3.2.1 The dates at which special detail drawings will be required; and

3.2.2 Respective dates for submission of SHOP DRAWINGS, the beginning of manufacture, the testing and the installation of materials, supplies and equipment.

3.3 The CONTRACTOR shall also submit a schedule of payments that they anticipate to earn during the course of the WORK.

## 4. DRAWINGS AND SPECIFICATIONS

4.1 The intent of the DRAWINGS and SPECIFICATIONS is that the CONTRACTOR shall furnish all labor, materials, tools, equipment, and transportation necessary for the proper execution of the WORK in accordance with the CONTRACT DOCUMENTS and all incidental work necessary to complete the PROJECT in an acceptable manner, ready for use, occupancy or operation by OWNER.

4.2 In case of conflict between the DRAWINGS and SPECIFICATIONS, the SPECIFICATIONS shall govern. Figure dimensions on DRAWINGS shall govern over scale dimensions, and detailed DRAWINGS shall govern over general DRAWINGS.

4.3 Any discrepancies found between the DRAWINGS and SPECIFICATIONS and site conditions or inconsistencies or ambiguities in the DRAWINGS or SPECIFICATIONS shall be immediately reported to the ENGINEER, in writing, who shall promptly correct such inconsistencies or ambiguities in writing. WORK done by the CONTRACTOR after their discovery of such discrepancies, inconsistencies or ambiguities shall be done at the CONTRACTOR'S risk.

## 5. SHOP DRAWINGS

5.1 The CONTRACTOR shall provide SHOP DRAWINGS as may be necessary for the proper execution of the WORK as required by the CONTRACT DOCUMENTS. The ENGINEER shall promptly review all SHOP DRAWINGS. The ENGINEER'S approval of any

SUBCONTRACTOR subject to a chattel mortgage or under a conditional sale contract or other agreement by which an interest is retained by the seller.

## 7. INSPECTION AND TESTING

7.1 All materials and equipment used in the construction of the PROJECT shall be subject to adequate inspection and testing in accordance with generally accepted standards, as required and defined in the CONTRACT DOCUMENTS. The source of any riprap material shall be disclosed to the ENGINEER.

7.2 The OWNER shall provide all inspection and testing services not required by the CONTRACT DOCUMENTS.

7.3 The CONTRACTOR shall provide at their expense the testing and inspection services required by the CONTRACT DOCUMENTS.

7.4 If the CONTRACT DOCUMENTS, laws, ordinances, rules, regulations or orders of any public authority having jurisdiction require any WORK to specifically be inspected, tested, or approved by someone other than the CONTRACTOR, the CONTRACTOR will give the ENGINEER timely notice of readiness. The CONTRACTOR will then furnish the ENGINEER the required certificates of inspection, testing or approval.

7.5 Inspections, tests or approvals by the engineer or others shall not relieve the CONTRACTOR from their obligations to perform the WORK in accordance with the requirements of the CONTRACT DOCUMENTS.

7.6 The ENGINEER and his representatives will at all times have access to the WORK. In addition, authorized representatives and agents of any participating federal or State agency shall be permitted to inspect all work, materials, payrolls, records of personnel, invoices of materials, other relevant data and records. The CONTRACTOR will provide proper facilities for such access and observation of the WORK and also for any inspection, or testing thereof.

7.7 If any WORK is covered contrary to the written instructions of the ENGINEER it must, if requested by the ENGINEER, be uncovered for their observation and replaced at the CONTRACTOR'S expense.

## 9. PATENTS

9.1 The CONTRACTOR shall pay all applicable royalties and license fees. They shall defend all suits or claims for infringement of any patent rights save the OWNER harmless from loss on account thereof, except that the OWNER shall be responsible for any such loss when a particular process, design, or the product of a particular manufacturer or manufacturers is specified, however, if the CONTRACTOR has reason to believe that the design, process they product specified is an infringement of a patent, they shall be responsible for such loss unless they promptly gives such information to the ENGINEER.

## 10. SURVEYS, PERMITS, REGULATIONS

10.1 The OWNER shall furnish all boundary surveys and establish all base lines for locating the principal component parts of the WORK together with a suitable number of bench marks adjacent to the WORK as shown in the CONTRACT DOCUMENTS. From the information provided by the OWNER, unless otherwise specified in the CONTRACT DOCUMENTS, the CONTRACTOR shall develop and make all detail surveys needed for construction such as slope stakes, batter boards, stakes for pile locations and other working points, lines, elevations and cut sheets. Upon completion the CONTRACTOR shall provide "as-built" surveys to the NRCS for final drawings.

10.2 The CONTRACTOR shall carefully preserve bench marks, reference points and stakes and, in case of willful or careless destruction, they shall be charged with the resulting expense and shall be responsible for any mistake that may be caused by their unnecessary loss or disturbance.

10.3 Permits and licenses of a temporary nature necessary for the prosecution of the WORK shall be secured and paid for by the OWNER unless otherwise stated in the SUPPLEMENTAL GENERAL CONDITIONS. Temporary permits and licenses include Department of Environmental Conservation Stream Alteration and United States Army Corp of Engineer permits. Permits, licenses and easements for permanent structures or permanent changes in existing facilities shall be secured and paid for by the OWNER, unless otherwise specified. The CONTRACTOR shall give all notices and comply with all

11.2 The CONTRACTOR will comply with all applicable laws, ordinances, rules, regulations and orders of any public body having jurisdiction. They will erect and maintain, as required by the conditions and progress of the WORK, all necessary safeguards for safety and protection. They will notify owners of adjacent utilities when prosecution of the WORK may affect them. CONTRACTOR will remedy all damage, injury or loss to any property caused, directly or indirectly, in whole or in part, by the CONTRACTOR, any CONTRACTOR or anyone directly or indirectly employed by any of them or one for whose acts any of them be liable, except damage or loss attributable to the fault of the CONTRACT DOCUMENTS or to the acts or omissions of the OWNER or the ENGINEER or anyone employed by either of them anyone for whose acts either of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of the CONTRACTOR.

11.3 In emergencies affecting the safety of persons or the WORK or property at the site or adjacent thereto, the CONTRACTOR, without special instruction or authorization from the ENGINEER or OWNER, shall act to prevent threatened damage, injury or loss. They will give the ENGINEER prompt WRITTEN NOTICE of any significant changes in the WORK or deviations from the CONTRACT DOCUMENTS caused thereby, and a CHANGE ORDER shall thereupon be issued covering the changes and deviations involved.

## 12. SUPERVISION BY CONTRACTOR

12.1 The CONTRACTOR will supervise and direct the WORK. They will be solely responsible for the means methods, techniques, sequences and procedures of construction. The CONTRACTOR will employ and maintain on the WORK a qualified supervisor or superintendent who shall have been designated in writing by the CONTRACTOR as the CONTRACTOR'S representative at the site. The supervisor shall have full authority to act on behalf of the CONTRACTOR. All communications given to the supervisor shall be as binding as if given to the CONTRACTOR. The supervisor shall be present on the site at all times as required to perform adequate supervision and coordination of WORK.

## 15. TIME FOR COMPLETION AND LIQUIDATED DAMAGES

15.1 The date of beginning and the time for completion of the WORK are essential conditions of the CONTRACT DOCUMENTS and the WORK embraced shall be commenced on a date specified in the NOTICE TO PROCEED.

15.2 The CONTRACTOR will proceed with the WORK at such rate of progress to ensure final completion within the CONTRACT TIME. It is expressly understood and agreed, by and between the CONTRACTOR and the OWNER, that the CONTRACT TIME for the completion of the WORK described herein is a reasonable time, taking into consideration the average climatic and economic conditions and other factors prevailing in the locality of the WORK.

15.3 If the CONTRACTOR shall fail to complete the WORK within the CONTRACT TIME, or extension of time granted by the OWNER, then the CONTRACTOR will pay to the OWNER the amount for liquidated damages as specified in the BID for each calendar day that the CONTRACTOR shall be in default after the time stipulated in the CONTRACT DOCUMENTS.

15.4 The CONTRACTOR shall not be charged with liquidated damages or any excess cost when the delay in completion of the WORK is due to the following, and the CONTRACTOR has promptly given WRITTEN NOTICE of such delay to the OWNER or ENGINEER.

15.4.1 To any preference, priority or allocation order duly issued by the OWNER;

15.4.2 To unforeseeable causes beyond the control and without the fault or negligence of the CONTRACTOR, including but not restricted to, acts of God, or of the public enemy, acts of the OWNER, acts of another CONTRACTOR in the performance of a CONTRACT with the OWNER, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and abnormal and unforeseeable weather; and

15.4.3 To any delays of SUBCONTRACTORS occasioned by any of the causes specified in paragraphs 15.4.1. and 15.4.2 of this article.

## 18. SUSPENSION OF WORK, TERMINATION AND DELAY

18.1 The OWNER may suspend the WORK or any portion thereof for a period of more than ninety (90) days or such further time as agreed upon by the CONTRACTOR, by WRITTEN NOTICE to the CONTRACTOR and the ENGINEER which notice shall fix the date on which WORK shall be resumed. The CONTRACTOR shall resume the WORK on the date so fixed. The CONTRACTOR will be allowed increase in the CONTRACT PRICE or an extension of the CONTRACT TIME, or both, directly attributable to any suspension.

18.2 If the CONTRACTOR is adjudged as bankrupt or insolvent, or if they make a general assignment for the benefit of their creditors, or if a trustee or receiver is appointed for the CONTRACTOR or for any of their property, or if they file a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or applicable laws, or if they repeatedly fail to supply sufficient skilled workers or suitable materials or equipment, or if they repeatedly fail to make prompt payments to SUBCONTRACTORS or for labor materials or equipment or if they disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction of the WORK, or if they disregards the authority of the ENGINEER, or if they otherwise violate any provision of the CONTRACT DOCUMENTS, then the OWNER may, without prejudice to any other right or remedy and after giving the CONTRACTOR and their surety a minimum of ten (10) days from delivery of a WRITTEN NOTICE, terminate the services of the CONTRACTOR and take possession of the PROJECT and of all materials, equipment, tools, construction equipment and machinery thereon owned by the CONTRACTOR, and finish the WORK by whatever method they may deem expedient. In such case the CONTRACTOR shall not be entitled to receive any further payment until the WORK is finished. If the unpaid balance of the CONTRACT price exceeds the direct and indirect costs of completing the PROJECT, including compensation for additional professional services, such excess SHALL BE PAID TO THE CONTRACTOR. If such costs exceed such unpaid balance, the CONTRACTOR will pay the difference to the OWNER. Such costs incurred by the OWNER will be determined by the ENGINEER and incorporated in a CHANGE ORDER.

## 19. PAYMENTS TO CONTRACTOR

19.1 The CONTRACTOR may submit partial payment requests on a monthly basis to the EGINEER and OWNER. Requests shall be signed and dated by the CONTRACTOR and include a description of the WORK performed during the period covered as specified (with start and end dates) in the partial payment request. The ENGINEER shall inspect the WORK and, if the WORK has been completed and accepted in accordance with the CONTRACT DOCUMENTS, shall transmit approval of the payment request in writing to the OWNER. The OWNER shall pay the CONTRACTOR the amount due within thirty (30) days after the OWNER's receipt of the ENGINEER's approval.

19.2 Upon completion of the WORK, and before equipment leaves the site, a final inspection of the site shall be conducted including the OWNER, ENGINEER, CONTRACTOR and LANDOWNER. The CONTRACTOR shall submit a final payment request to the ENGINEER, together with such supporting documentation as the ENGINEER or OWNER may reasonably require. If the WORK has been completed and accepted in accordance with the CONTRACT DOCUMENTS, the ENGINEER shall issue a certificate of completion and acceptance and transmit the approved payment request to the OWNER. The OWNER shall pay the CONTRACTOR the amount due under the CONTRACT DOCUMENTS within thirty (30) days after the OWNER's receipt of the ENGINEER's certificate of completion and acceptance and approved final payment request, less any amounts the OWNER may lawfully withhold under the CONTRACT DOCUMENTS or applicable law.

## 20. ACCEPTANCE OF FINAL PAYMENT AS RELEASE

20.1 The acceptance by the CONTRACTOR of final payment shall be and shall operate as a release to the OWNER of all claims and all liability to the CONTRACTOR other than claims in stated amounts as may be specifically excepted by the CONTRACTOR for all things done or furnished in connection with this WORK and for every act and neglect of the OWNER and others relating to or arising out of this WORK. Any payment, however, final or otherwise, shall not release the CONTRACTOR or their sureties from any legations under the CONTRACT DOCUMENTS or the Performance BOND or Payment BONDS.

insurance having all major divisions of coverage including, but not limited to:

Premises - Operations
Products and Completed Operations
Personal Injury Liability
Contractual Liability

The policy shall be on an occurrence form and limits shall not be less than:

$1,000,000 Each Occurrence
$2,000,000 General Aggregate
$1,000,000 Products/Completed Operations Aggregate
$1,000,000 Personal & Advertising Injury

Automotive Liability: The CONTRACTOR shall carry automotive liability insurance covering all motor vehicles, including hired and non-owned coverage, used in connection with the CONTRACT. Limits of coverage shall not be less than $500,000 combined single limit. If performance of this CONTRACT involves construction, or the transport of persons or hazardous materials, limits of coverage shall not be less than $1,000,000 combined single limit.

Additional Insured. The General Liability and Property Damage coverages required for performance of this CONTRACT shall include the OWNER and its agencies, departments, officers and employees as Additional Insureds. If performance of this CONTRACT involves construction, or the transport of persons or hazardous materials, then the required Automotive Liability coverage shall include the OWNER and its agencies, departments, officers and employees as Additional Insureds. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

21.3.2 The CONTRACTOR shall acquire and maintain, if applicable, Fire and Extended Coverage insurance upon the PROJECT to the full insurable value thereof for the benefit of the OWNER, the CONTRACTOR, and SUBCONTRACTORS as their interest may appear. This provision shall in no way release the CONTRACTOR or CONTRACTOR'S surety from obligations under the CONTRACT DOCUMENTS to fully complete the PROJECT.

Department Circular Number 570. The expense of these BONDS shall be borne the CONTRACTOR. If at any time a surety on any such BOND is declared bankrupt or loses its right to do business in the state in which the WORK to be performed or is removed from the list of Surety Companies accepted for Federal BONDS, CONTRACTOR shall within ten (10) days after notice from the OWNER to do so, substitute an acceptable BOND (or BONDS) in such form and sum and signed by such other surety or sureties as may be satisfactory the OWNER. The premiums on such BOND shall be paid by the CONTRACTOR. No further payments shall be deemed due nor shall be made until the new surety or sureties shall have furnished an acceptable BOND to the OWNER.

## 23. ASSIGNMENTS

23.1 Neither the CONTRACTOR nor the OWNER shall sell, transfer, assign or otherwise dispose of the CONTRACT or any portion thereof, or of their right, title or interest therein, or their obligations thereunder, without written consent of the other party.

## 24. INDEMNIFICATION

24.1 The CONTRACTOR will indemnify and hold harmless the OWNER and the ENGINEER and their agents and employees from and against all claims, ages, losses and expenses including attorney's fees arising out of or resulting from the performance of the WORK, provided that any such claims, age, loss or expense is attributable to bodily injury, sickness, disease death, or to injury to or destruction of tangible property including the loss of use resulting therefrom; and is caused in whole or in part by any negligent or willful act or omission of the CONTRACTOR, and SUBCONTRACTOR, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.

24.2 In any and all claims against the OWNER or the ENGINEER, or any of their agents or employees, by any employee of the CONTRACTOR, any SUBCONTRACTOR, anyone directly or indirectly employed by any of them, or one for whose acts any of the may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount type of damages, compensation or benefits payable by or for the CONTRACTOR or any SUBCONTRACTOR under

26.1 The CONTRACTOR may utilize the services of specialty SUBCONTRACTORS for those parts of the WORK which under normal contracting practices, are performed by specialty SUBCONTRACTORS.

26.2 The CONTRACTOR shall not award WORK to SUBCONTRACTOR(S), in excess of fifty (50) percent of the CONTRACT PRICE, without prior written approval of the OWNER.

26.3 The CONTRACTOR shall be fully responsible to the OWNER for the acts and omissions of his SUBCONTRACTORS, and of persons wither directly or indirectly employed by them, as they are for the acts and omissions of persons directly employed by them.

26.4 The CONTRACTOR shall cause appropriate provisions to be inserted in all subcontracts relative to the WORK to bind SUBCONTRACTORS to the CONTRACTOR by the terms of the CONTRACT DOCUMENTS insofar as applicable to the WORK of SUBCONTRACTORS and to give the CONTRACTOR the same power as regards terminating any subcontract that the OWNER may exercise over the CONTRACTOR under any provision of the CONTRACT DOCUMENTS.

26.5 Nothing contained in this CONTRACT shall create any contractual relation between any SUBCONTRACTOR and the OWNER.

## 27. ENGINEER'S AUTHORITY

27.1 The ENGINEER shall act as the OWNER'S representative during the construction period. He shall decide questions which may arise as to quality and acceptability of materials furnished and WORK performed. He shall interpret the intent of the CONTRACT DOCUMENTS in a fair and unbiased manner. The ENGINEER will make visits to the site and determine if the WORK is proceeding in accordance with the CONTRACT DOCUMENTS.

27.2 The CONTRACTOR-will be held strictly to the intent of the CONTRACT DOCUMENTS in regard to the quality of materials, workmanship and execution of the WORK. Inspections may be made at the factory or fabrication plant of the source of material supply.

Performance BOND shall remain in full force and effect through the guarantee period.

## 30. TAXES

30.1 The CONTRACTOR will pay all sales, consumer, use and other similar required by the law of the place where the WORK is performed.

DRAFT

DRAFT

EXCEPTIONS AS TO GUARANTEES AND WARRANTIES:

ATTACHMENTS:

## CERTIFICATE OF FINAL COMPLETION OF WORK

CONTRACT NO. _____ AGREEMENT DATE: _____

CONTRACT DESCRIPTION: _____

_____

COMPLETION DATE PER AGREEMENT AND CHANGE ORDERS: _____

## FINAL CERTIFICATION OF CONTRACTOR

I hereby certify that the WORK as identified in the Final Estimate of Payment for construction CONTRACT WORK dated _____, represents full compensation for the actual value of WORK completed. All WORK completed conforms to the terms of the AGREEMENT and authorized changes.

CONTRACTOR: _____

DATE: _____

SIGNATURE: _____

TITLE: _____

## FINAL CERTIFICATION OF ENGINEER

**I have reviewed the CONTRACTOR'S Final Payment Request dated** _____ and hereby certify that to the best of my knowledge, the cost of the WORK identified on the Final Estimate represents full compensation for the actual value of WORK completed and that the WORK has been completed in accordance with

# SPECIAL CONDITIONS

## 1. TECHNICAL SPECIFICATIONS

The CONTRACTOR shall follow the Vermont Agency of Transportation 2026 Standard Specifications for construction for all work. The Vermont Agency of Transportation 2026 Standard Specifications and Standard Details are hereby incorporated into the CONTRACT DOCUMENTS by reference.

## 2. UNANTICIPATED UTILITY CONFLICTS

The OWNER reserves the right to make any repairs or other construction with the OWNER's forces, to resolve conflicts with utilities that are not identified in the CONTRACT DOCUMENTS or otherwise included in the WORK.

## 3. FEDERAL CONTRACT REQUIREMENTS

This Project is funded in whole or in part through federal financial assistance provided by the United States Department of Agriculture, Natural Resources Conservation Service, under the Emergency Watershed Protection Program. The Contractor shall comply with all federal requirements applicable to the Project, whether expressly set forth in these Contract Documents or incorporated by operation of law, including all requirements imposed by the NRCS project agreement, cooperative agreement, grant documents, and applicable federal statutes and regulations.

Without limiting the foregoing, the Contractor shall comply with all contract provisions required by 2 C.F.R. Part 200, Appendix II, as applicable to the Project, including provisions relating to administrative, contractual, and legal remedies; termination for cause and convenience; equal employment opportunity; Davis-Bacon Act and Copeland Anti-Kickback Act requirements, if applicable; Contract Work Hours and Safety Standards Act requirements; Clean Air Act and Federal Water Pollution Control Act requirements; debarment and suspension; Byrd Anti-Lobbying Amendment certification; procurement of recovered materials; domestic preference and Build America, Buy America requirements, if applicable; prohibition on certain telecommunications and video-surveillance services or equipment; access to records; record

# Municipal Resolution Form

**WHEREAS,** the Municipality of Middlesex is applying for funding as provided for in the FY25 & FY26 Budget Act and may receive an award of funds under said provisions; and

**WHEREAS,** the Department of Housing and Community Development may offer a Grant Agreement to this Municipality for said funding; and

**WHEREAS,** the municipality is maintaining its efforts to provide local funds for municipal and regional planning purposes or that the municipality has voted at an annual or special meeting to provide local funds for municipal and regional planning purposes,

**Now, THEREFORE, BE IT RESOLVED**

**1.** That the Legislative Body of this Municipality enters into and agrees to the requirements and obligations of this grant program including a commitment to match funds.

**2.** That the Municipal Planning Commission recommends applying for said Grant;

Sandra Levine _____

*(Name of Planning Commission Chair)* *(Signature)*

**3a.** That (Name) Liam Abbate Title Town Administrator

who is either the Chief Executive Officer (CEO), as defined by 10 VSA §683(8), or is a Select Board Member, the Town Manager, the City Manager, or the Town Administrator, is hereby designated to serve as the Municipal/Authorizing Official (M/AO) for the Grant Electronic Application and Reporting System (GEARS), and to execute the Grant Agreement and other such Documents as may be necessary to secure these funds.

# TOWN ROAD AND BRIDGE STANDARDS

(January 21, 2026)

## MUNICIPALITY OF Middlesex , VERMONT

The Legislative Body of the Municipality of Middlesex hereby adopts the following Town Road and Bridge Standards which shall apply to the construction, repair, and maintenance of town roads and bridges.

The standards below are considered minimums. Municipalities that have construction standards / specifications in place that meet or exceed the minimum standards: indicate adoption date and include as Appendix C. **Date of Adoption:** 4/7/2026

Municipalities must comply with all applicable state and federal approvals, permits and duly adopted standards when undertaking road and bridge activities and projects.

Any new road regulated by and/or to be conveyed to the municipality shall be constructed according to the minimum of these standards.

Circle **YES** or **NO** below to indicate town adoption of that section of the Standards

| Road and Bridge Standards Sections | Hydrologically-connected road segments* | Non-hydrologically-connected road segments** |
|---|---|---|
| Section 1 – Municipal Road Standards | YES (Required by MRGP) | YES NO |
| Section 2 – Class 4 Road Standards | YES (Required by MRGP) | YES NO |
| | **Town wide** | |
| Section 3 - Perennial stream- bridge and culvert standards | YES (Required by DEC Stream Alteration Standard) | |
| Section 4 – Intermittent stream crossings | YES NO | |
| Section 5- Drainage crossings | YES NO | |
| Section 6 - Roadway construction standards | YES NO | |
| Section 7 - Guardrail standard | YES NO | |
| Section 8 - Driveway access standard | YES NO | |

**Road segments –** ANR Resources Atlas includes a map layer of all of Vermont's municipal roads divided into 100-meter (328 foot) segments, each with a unique identification number.

***Hydrologically-connected road segments** - are those municipal road segments and catch basin outlets, Class 1-4, as shown on the ANR Natural Resources Hydrologically-connected municipal road segment layer (http://anrmaps.vermont.gov/websites/anra5/ ) or the Road Erosion Inventory Scoring (MRGP Implementation Table portal) layer (https://anrweb.vt.gov/DEC/IWIS/MRGPReportViewer.aspx?ViewParms=True&Report=Portal).

****Adoption of standards on non-hydrologically-connected road segments** does not indicate that these road segments are then subject to the Municipal Roads General Permit (MRGP).

Municipalities may also find additional resources in the latest version of the *Vermont Better Roads Manual*. https://vtrans.vermont.gov/sites/aot/files/Better%20Roads%20Manual%20Final%202024.pdf

### Road and Bridge Standards Sections

**Section 1 – Municipal Road Standards** - See Appendix A

These standards are required by Act 64 and the DEC Municipal Roads General Permit (MRGP) for hydrologically-connected roads only.

Municipalities may adopt Section 1 Road standards by road type for non-hydrologically-connected roads/segments/catch basins.

**Section 2 – Class 4 Road Standards** - See Appendix A

# Appendix A

## MUNICIPAL ROAD STANDARDS

The following standards constitute the minimum required Best Management Practices (BMPs) for municipal roads. These standards shall apply to the construction, repair, and maintenance of all town roads and bridges.

It is the municipality's responsibility to maintain all practices after installation. Roads not meeting these standards must implement the BMPs listed below in order to meet the required town's standards.

### Feasibility

Municipalities shall implement these standards to the extent feasible. In determining feasibility, municipalities may consider the following criteria: The implementation of a standard listed in Part 6 of this general permit does not require the acquisition of additional state or federal permits[3] or noncompliance with such permits, or noncompliance with any other state or federal law. The implementation of a standard does not require the condemnation of private property; impacts to significant environmental and historic resources, including historic stone walls, historic structures including structures registered on either the Vermont State Register of Historic Places or the National Register of Historic Places, or removing vegetation within 250 feet of a lakeshore; impacts to buried utilities; and excessive hydraulic hammering of ledge. Additionally, the implementation of any standard shall not be required if it would render the road unsafe for travel.

Municipalities shall document in the REI Reassessment each instance where feasibility affects implementation of the standards.

### Standards for All Construction and Soil Disturbing Activities

Following construction and soil disturbance on a hydrologically-connected road segment, all bare or unvegetated areas shall be revegetated with seed and mulch, hydroseeded, or stone lined within 5 days of disturbance of soils, or, if precipitation is forecast, sooner. Projects authorized under the Construction General Permit (CGP 3-9020) or Individual Construction Stormwater Permit (INDC) shall instead comply with the terms and conditions of that permit.

### Standards for Open Drainage Roads (Not Class 4)

The following are the required standards for all non-compliant hydrologically-connected open drainage roads. To maintain compliance with the requirements of this General Permit, municipalities shall apply these standards to all new construction, general BMP maintenance, and significant upgrades of stormwater treatment practices.

#### A. Roadway/Travel Lane Standards

##### 1. Roadway Crown

a. Gravel roads shall be crowned, in or out-sloped:

Minimum: ¼" per foot

Recommended: ¼" – ½" per foot or 2% - 4%.

---

[3] Self-verification under a non-reporting permit category does not constitute a permit for purposes of this section.

b. For slopes greater than 10%: minimum 6-8" minus stone. Recommended 12" minus fractured stone or the equivalent. Recommended 2-foot ditch depth from top of stone-lined bottom.

4. If appropriate, bioretention areas, level spreaders, armored shoulders, and sub-surface drainage practices may be substituted for the above road drainage standards.

## C. Drainage Outlets to Waters & Turnouts

Roadway drainage shall be disconnected from waterbodies and defined channels, since the latter can act as a stormwater conveyance, and roadway drainage shall flow in a distributed manner to a grass or forested filter area. Drainage outlets and conveyance areas shall be stabilized as follows:

1. Turn-outs - all drainage ditches shall be turned out to avoid direct outlet to surface waters.
2. There must be adequate outlet protection at the end of the turnout, based upon slope ranges below. Turnout slopes shall be measured on the bank where the practice is located and not based on the road slope.

   a. For turnouts with slopes of 0% or greater but less than 5%: stabilize with grass at minimum. Alternatively, stabilize using the practices identified in Sub-parts (b)-(c), below, when possible.

   b. For turnouts with slopes 5% or greater: stabilize with stone.

   c. For slopes greater than 5% but less than 10%: minimum 6"-8" minus stone or the equivalent for new construction.

   d. For slopes greater than 10%: minimum: 6-8" minus stone or equivalent for new construction. Recommended 12" minus fractured stone or the equivalent.

## D. Municipal Cross Culverts and Intermittent Stream Culverts

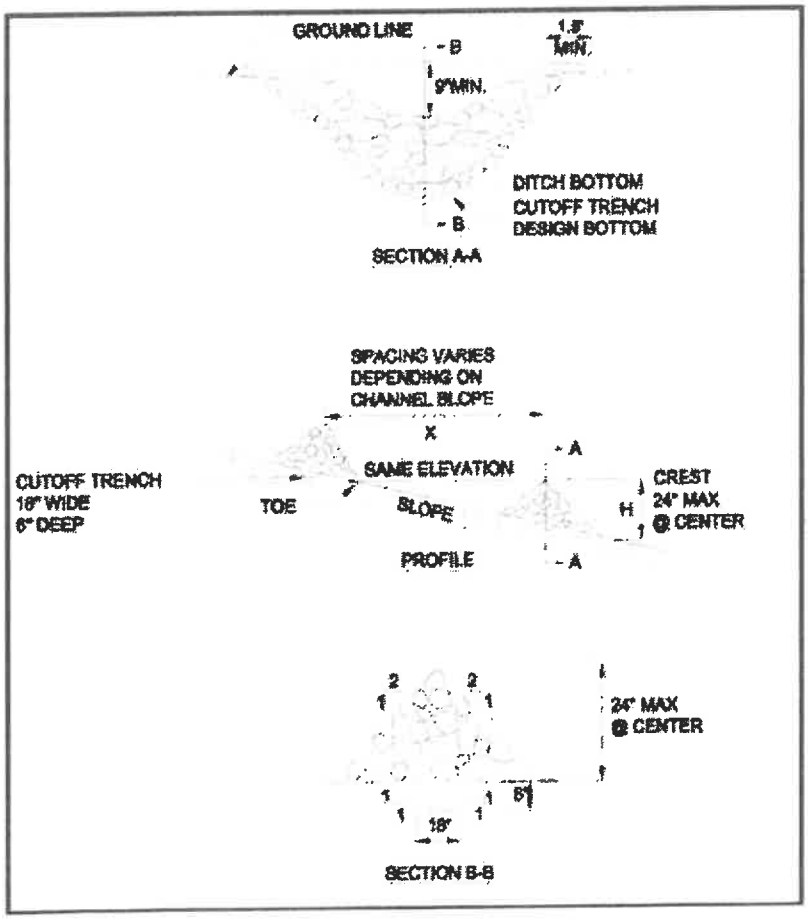
1. All municipal culverts- Culvert end treatment or headwall required for areas with slopes 5% or greater, if erosion is due to absence of these structures. End treatment or headwall is required for new construction on road segment slopes 5% or greater.
2. All municipal culverts- Stabilize outlet such that there will be no scour erosion, if erosion is due to absence or inadequacy of outlet stabilization. Stone aprons or plunge pools required for new construction on road segment slopes 5% or greater.
3. Cross culverts- Upgrade to 18" culvert (minimum), if erosion is due to inadequate size or absence of structure.
4. In instances where intermittent streams enter the municipal road drainage network, the Secretary requires culvert sizing based on in-field and mapping techniques described in the Intermittent Stream Crossing Sizing Guidance, found in Appendix B.
5. Drainage culverts conveying perennial waters are subject to coverage under the DEC Stream Alteration General Permit. MRGP Standards do not apply to culverts conveying perennial waters.

## Stone Check Dam Specification

- Height: No greater than 2 feet. Center of dam should be 9 inches lower than the side elevation
- Side slopes: 2:1 or flatter
- Stone size: Use a mixture of 2 to 9 inch stone
- Width: Dams should span the width of the channel and extend up the sides of the banks
- Spacing: Space the dams so that the bottom (toe) of the upstream dam is at the elevation of the top (crest) of the downstream dam. This spacing is equal to the height of the check dam divided by the channel slope.

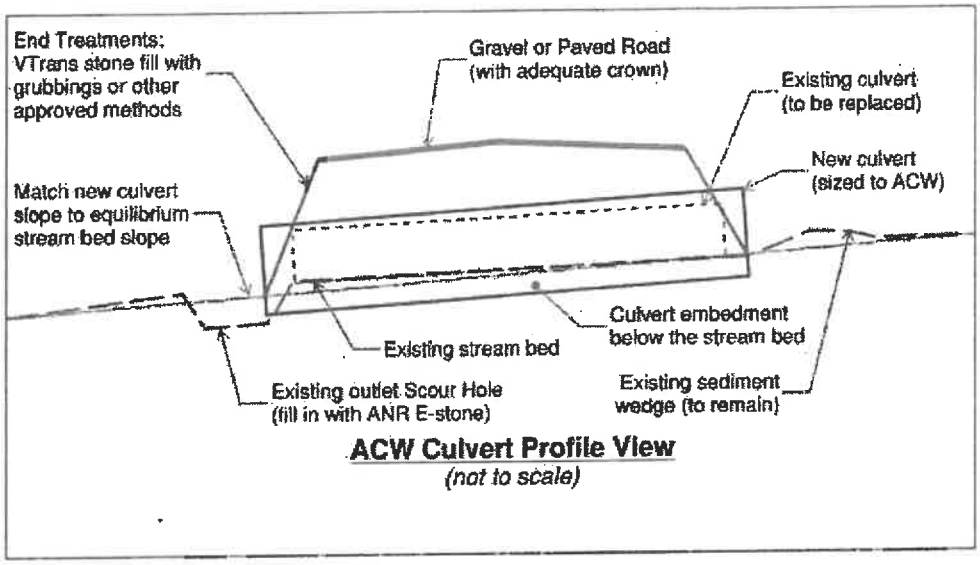
$$\text{Spacing (in feet)} = \frac{\text{Height of check dam (in feet)}}{\text{Slope in channel (ft/ft)}}$$

- Maintenance: Remove sediment accumulated behind the dam as needed to allow channel to drain through the stone check dam and prevent large flows from carrying sediment over the dam. If significant erosion occurs between check dams, a liner of stone should be installed.

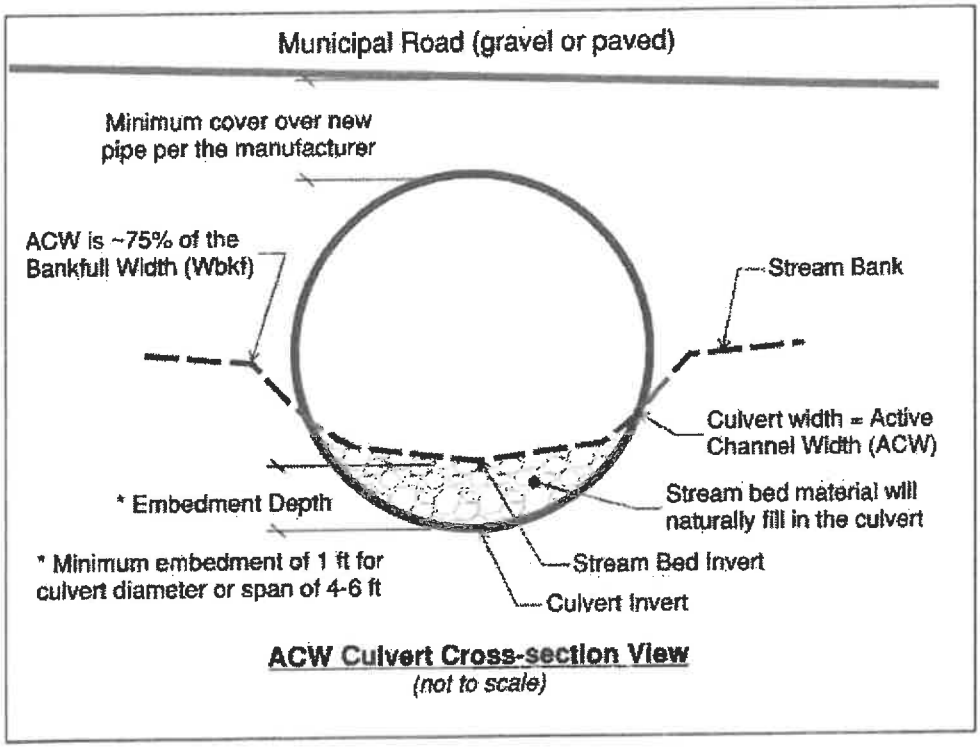


## Culvert Sizing for Crossings on Intermittent Streams:

Determine the ACW through field measurements, ***the culvert sizing will meet or exceed the Active Channel Width***. * To obtain the measurements, go to a typical crossing location and obtain several upstream and downstream Active Channel Width measurements in riffles or straighter sections which are often the narrower channel width locations. * The selected active channel width for the structure will be a representative average of these field measurements.




**ACW Culvert Profile View**
*(not to scale)*




**ACW Culvert Cross-section View**
*(not to scale)*

# Discussion

**administrator@middlesexvermont.org** A
10/1/2026 11:09 AM-

Hi Hollend,

I updated that. It gave me a disclaimer that says "The name servers for this domain have been updated. Note that DNS changes could take anywhere from a few minutes to 48 hours to propagate across the internet."

Liam Abbate | Town Administrator
Town of Middlesex, Vermont
5 Church St, Middlesex, VT 05602

---

**Hollend Ritondale** HR
10/1/2026 11:05 AM-

Hello,

Please update the nameservers on the domain registrar account to reflect the following. **cheryl.ns.cloudflare.com** and **jonah.ns.cloudflare.com**
Let me know when that is done.

Thank you,
Hollend

---

**Hollend Ritondale** HR
10/1/2026 11:03 AM-

My apologies. That was a comms error on my part. I'll update the domain in Cloudflare and try again.

Hollend

---

**Hollend Ritondale** HR
10/1/2026 11:01 AM-12:42 PM

Hello,

The domain middlesexvt.gov was added into Cloudflare successfully. I was able

**levine@together.net** A
10/1/2026 10:48 AM

I hope that is just a typo. The URL the Select Board approved is middlesexvt.gov, not the one you wrote.

Mobile keyboard may result in typos.

On Oct 1, 2026, at 10:36 AM, Hollend Ritondale <support@rbtechvt.com> wrote:

---

**Hollend Ritondale** HR
10/1/2026 10:23 AM-10:35 AM

Hello,

Liam called me back. We checked the .gov domain registrar site and reviewed the settings for the middlesexvermont.gov domain. The nameservers are configured correctly and DNS Security DNSSEC is turned off per Cloudflare instructions for adding and verifying a domain for their DNS management.

Next steps:
check on Cloudflare domain verification of middlesexvermont.gov
add domain into M365 tenant after Cloudflare verifies the nameservers and activates the domain
add security@middlesexvermont.gov shared inbox iin M365 and have it forward to Liam at administrator@

Thank you,
Hollend

---

**Hollend Ritondale** HR
10/1/2026 9:00 AM-9:18 AM

Hello,

I have started the process of adding the new domain middlesexvermont.gov to both the Cloudflare DNS account and M365. The domain is not quite verified in Cloudflare yet. I can't add it into M365 until it is fully up in the Cloudflare dashboard.

I can't create a security@middlesexvermont.gov shared inbox until the domain

<selectboard@middlesexvermont.org>; treasurer <treasurer@middlesexvermont.org>
**Subject:** Re: Ticket#135112/354/MiddlesexVermont.org to MiddlesexVT.gov Transition -- has been updated

I just went through the application with the Town Administrator. We should hear back within 10 business days.

-MBH

On Thu, Sep 10, 2026, 11:47 a.m. rbTechnologies Support <support@rbtechvt.com> wrote:

---

**lamanyana@gmail.com** A
9/22/2026 2:02 PM

I just went through the application with the Town Administrator. We should hear back within 10 business days.

-MBH

On Thu, Sep 10, 2026, 11:47 a.m. rbTechnologies Support <support@rbtechvt.com> wrote:

---

**lamanyana@gmail.com** A
9/15/2026 9:20 AM

Thanks. I need to set up a time to go though the registration with our treasurer so it is coming from her account as you suggested. I should be able to handle the nameservers, but I'll look you in if I have any issues.

- Michael (BH)

On Tue, Sep 15, 2026, 9:15 a.m. Hollend Ritondale <support@rbtechvt.com> wrote:

---

**Hollend Ritondale** HR
9/15/2026 9:15 AM

Hello,

I am just following up on registration of the new .gov domain name. I will need access to the account to setup DNS access or you can point the nameservers in

**levine@together.net** A
9/9/2026 4:09 PM-

When will I hear back on moving the.gov project along?

Mobile keyboard may result in typos.

On Sep 3, 2026, at 2:47 PM, rbTechnologies Support <support@rbtechvt.com> wrote:

**hollend** H
9/3/2026 2:47 PM-

Hello Hollend.

Michael BH and I are part of the volunteer committee working with a company called Revize to develop our new website. In the process of that I looked into switching to a .gov domain for the town and discovered there is a program with funding to help that process-the State and Local Cybersecurity Grant Program (SLCGP).

From your email on Tuesday, it sounds like RB is already helping other Vermont towns with a similar transition so you are probably familiar with the process.

The first step will be to register the new domain. The steps are laid out here. On Tuesday, the Select Board approved the domain middlesexvt.gov

Michael BH has a better understanding to the technical end of this than I do so mostly you will be working with him. Please let us know what you will need from us to prepare and send the domain request. Once the domain is registered, the SLCGP team will set up a two hour meeting with reps from RB Tech, the Select Board, the website committee, and others. They have funding for about 15 different programs related to cybersecurity and after they complete a cyber audit they will recommend the best ones for Middlesex to start with.

Looking forward to working together.

Michael

On 9/3/26 12:29 PM, treasurer wrote:
Good Afternoon Hollend,

The Selectboard has approved Michael Levine and Michael Braun Hamilton to

Markdig.Syntax.Inlines.HtmlEntityInlineclerk@middlesexvermont.orgMarkdig.Syntax.Inlines.HtmlEntityInline; Michael Braun Hamilton Markdig.Syntax.Inlines.HtmlEntityInlinelamanyana@gmail.comMarkdig.Syntax.Inlines.HtmlEntityInline

Subject: Reminder

Liz,

A quick reminder to send an email introducing Michael Braun Hamilton and myself to the RB connection. This will allow us to move forward on step one of registering the domain name.

Thanks,

M

--

Levine

95 S. Bear Swamp Rd

Middlesex, VT 05602

\--
Levine
95 S. Bear Swamp Rd
Middlesex, VT 05602

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**Cheryl Grandfield** CG
9/3/2026 12:29 PM

Good Afternoon Hollend,

The Selectboard has approved Michael Levine and Michael Braun Hamilton to begin working with RB Tech on the process of transitioning the Town's domain from MiddlesexVermont.org to MiddlesexVT.gov.

I have cc'd Michael and Michael Braun Hamilton so that everyone involved can connect directly and discuss the steps, timing, and requirements for making this transition. We are hoping to coordinate the domain transition with the launch of the Town's new Middlesex website.

There are also funding opportunities available to help offset the Town's costs associated with the domain acquisition and transition. Michael Levine is currently working to identify and secure any available funding.

# Who Posts What

## Middlesex Website and Open Meeting Law

Prepared by Brigid M. Browning, Town Clerk, Town of Middlesex

September 22, 2026

### The rule

**Every board, commission and committee in Middlesex is its own public body under Vermont's Open Meeting Law, and each one is responsible for noticing its own meetings and posting its own agendas and minutes.**

The definition is broad. 1 V.S.A. § 310(6) covers any board, council or commission of a political subdivision, "or any committee or subcommittee of any of the foregoing." Subcommittees included.

That responsibility does not move because someone else does the typing. When the Town Clerk has posted on a chair's behalf, that has been a service, not a transfer of the legal duty. The same will be true of the Town Administrator after the new site goes live.

**There is no posting duty on the Town Clerk anywhere in the Open Meeting Law.** Every posting duty in the statute runs to the public body. The clerk's office appears in the law as a *location* — "in or near the municipal clerk's office" — not as the responsible party. And where § 312(b)(2) says minutes shall be kept by "the clerk or secretary of the public body," that means the body's own clerk or secretary, which is not necessarily the Town Clerk.

This matters now because the new site lets chairs post directly. The risk in any handover is not that nobody can post — it is that two people each assume the other is doing it. This page exists so that nobody has to assume.

### What has to be posted, and when

| Item | Deadline | Where it has to go | Citation |
|---|---|---|---|
| Agenda, regular meeting | at least **48 hours** before | The body's official website, if one exists, **and** in or near the municipal office, **and** at least two other designated public places in the municipality or a neighboring municipality | § 312(d)(1) |
| Agenda, special meeting | at least **24 hours** before | Same three locations | § 312(d)(1) |
| Notice of a special meeting (time, place, | at least **24 hours** before | Publicly announced; posted in or near the **municipal clerk's office** and at least two other designated public places; **and** notice | § 312(c)(2) |

### The two habits worth adopting

**Send it, don't assume it.** A chair who wants someone else to post should send it with the date it must be up by, and should get a confirmation back. No confirmation means it is not posted.

**Check your own posting.** Whoever is legally responsible should look at the page and see the agenda there. Thirty seconds, and it is the only real protection against a missed posting.

## Posting is not keeping

**Minutes are permanent records. The website is not where they live.** These are two separate obligations, and the website transition is exactly the moment towns lose track of the difference.

| | Publication | The record |
|---|---|---|
| What | Posting minutes to the official website | The minutes as a public record |
| Deadline | Within 5 calendar days | Kept from creation onward |
| How long | Must stay up **at least one year** | **Permanent** |
| Authority | 1 V.S.A. § 312(b)(2) | VSARA General Record Schedule GRS-2084.1102.59; destruction barred except under an approved schedule, 1 V.S.A. § 317a(b) |

The one-year rule is a floor on how long minutes stay *published*. It says nothing about the record, and nothing in the Open Meeting Law authorizes destroying anything. A town that took minutes off the website at thirteen months and kept no other copy would not have violated § 312 — it would have violated § 317a(b), which is worse.

Useful corollaries from the same schedule: **agendas are temporary** (calendar year end plus one year, then destroy), and **audio or video recordings of meetings are temporary** as well. The minutes are the permanent record, not the recording.

### The gap nobody has closed

Here is the part that matters for this office. The common belief is that the clerk keeps all town minutes forever. The permanence is right. The custody is not automatic.

- **§ 312(b)(2) assigns custody to "the clerk or secretary *of the public body*"** — the planning commission's own secretary, not the Town Clerk.
- **Only the DRB and ZBA must file with the clerk.** 24 V.S.A. § 4461(a) requires their minutes and records of official actions to be "filed immediately in the office of the clerk of the municipality as a public record." That is the one clear statutory deposit duty.

elsewhere — is a record that disappears when that site is switched off. Before go-live, someone should walk the old site and pull down anything without a counterpart in the clerk's files.

Website migrations are one of the most common ways small towns quietly lose a decade of records. It is worth an hour.

## Six things to settle before go-live

These are motions the board can pass, and they close the gaps that otherwise get argued about after a complaint.

1. **Designate the two public places.** Agendas must go up in at least two designated public places beyond the municipal office. The statute never says who designates them or how, which is precisely why it should be done by vote and written down rather than left to custom. VLCT recommends every municipality do this explicitly.
2. **Set the go-live date.** One date, announced in advance, after which the old site is no longer the place to look.
3. **Post the § 314(e) material.** Separate from all of the above, 1 V.S.A. § 314(e) requires a municipality that maintains a website to post an explanation of how to submit notice of an Open Meeting Law violation, and a copy of the text of § 314. This duty is on the municipality. Worth confirming it is on the new site before launch — it is a recent addition and easy to miss.
4. **Adopt this page, or something like it.** A written statement of who posts what, circulated to every chair, so the answer exists before anyone needs it.
5. **Adopt a minutes-deposit policy.** Direct every board, commission and committee to deliver approved minutes to the Town Clerk, and state that the website is publication rather than the record copy. This is the Selectboard's to do under 24 V.S.A. § 872(a), and it is what keeps the permanent record whole once chairs are posting for themselves.

### Also worth doing, though not a board vote

- Train every chair on the new site before go-live.
- Keep the old site reachable and clearly marked as an archive for a few months, rather than switching it off.
- Check the annual Open Meeting Law training requirement under § 312(k), which runs to the chair of the legislative body.

## If a posting is missed

It is fixable, and the process has a shape worth knowing before you need it. Under 1 V.S.A. § 314(b), someone files a written notice of an alleged violation; the body has **10 calendar days** to respond, and silence counts as a denial. If the body acknowledges the violation, it then has **14 calendar days from that acknowledgment** to cure it at an open meeting by doing two things, not one:

1. Ratifying or declaring void the action taken at the affected meeting, **and**

# Washington Central Unified Union School District

***WCUUSD exists to nurture and inspire in all students the passion, creativity and power to contribute to their local and global communities.***

1130 Gallison Hill Road
Montpelier, VT 05602
Phone (802) 229-0553
Fax (802) 229-2761

**Washington Central Unified Union School Board Meeting**
**10.7.26**
**6:30-9:15 PM**
**(In-Person & Virtual)**
**East Montpelier Elementary School**
**665 Vincent Flats Rd.**
**East Montpelier, VT**

**Virtual Meeting Information**
**https://tinyurl.com/mt67nx3u**
**Meeting ID: 814 4689 7166**
**Password: 672065**
**Dial by Your Location: 1-929-205-6099**

1. Call To Order

2. Welcome and Invitation for Community Engagement — 90 minutes
   2.1. Collaborative Conversation

3. Board Operations (Discussion/Action) — 45 minutes
   3.1. Discussion about Board Budget Parameters
   3.2. CVCC Lease ( Discussion Only)
   3.3. November 3 Vote Counting Process

4. Executive Session: Personnel — 30 minutes

5. Proposed Executive Session: Negotiations

6. Public Comments: Time limit strictly enforced, see note — 15 minutes

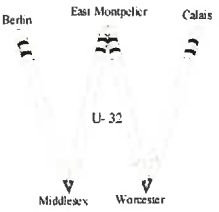
7. Adjourn

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1130 Gallison Hill Road
Montpelier, VT 05602
Phone (802) 229-0553
Fax (802) 229-2761




**WCUUSD Education Quality Committee**
**Meeting Agenda**
**10.7.26**
**5:00-6:00 PM**
**In Person /Virtual**
**East Montpelier Elementary School**
**665 Vincent Flats Rd.**
**East Montpelier, VT**

**Virtual Meeting Information**
**https://tinyurl.com/5n7a386h**
**Meeting ID: 814 4717 8845**
**Password: 158348**
**Dial by Your Location: 1-929-205-6099**

1. Call to Order
2. Welcome
3. Public Comments
4. Approve Minutes of 9.2.26
5. Discussion/Action
   - **5.1.** Presentation: Student Monitoring Report Spring 2026, Part 2
   - **5.2.** Revised Making Meaning Protocol
6. Future Agenda Items
   - **6.1.** Presentation: Post-Secondary Outcomes
   - **6.2.** Review and Approval of Student Monitoring Report, Spring 2026
7. Adjourn

**Town of Middlesex**
**Facilities Improvement Team (FIT)**
Regular Meeting
Wednesday October 7, 2026
5:00 PM

**AGENDA**

5:00 : Welcome

- Approve minutes of September 2, 2026 meeting – Action Likely
- Approve or Amend Agenda for October 7, 2026 meeting – Action Likely

5:05: Updates and Work Plans

At the September 15 meeting of the Select Board the following priority order was approved:

**FIT's priorities continue to focus on projects that address:**

Life safety concerns
Code compliance
Building failures or reliability issues
Equipment reliability
Cost-effective opportunities to address important town needs

**Over the coming months, FIT will:**

- Finalize estimates for repairs to the existing Highway Garage. Present these cost estimates to Select Board by early December. Eric to give overview as of today.

- Continue Town Hall improvements. Aim to present these cost estimates to Select Board by early December or sooner if possible. Kevin to give overview as of today.

- Define the space and operational requirements for a future Highway facility. Evaluate multiple options for location. It is important that the community be engaged in this discussion.

- Explore grant funding opportunities. Zara to give overview as of today.

- Engage the community in discussions regarding long-term municipal facility needs

Discussion: For working on each of these priorities we should assure that there is a fair distribution of work load.

**ZOOM INSTRUCTIONS**

**To attend this meeting via Zoom, go to:**

**https://us02web.zoom.us/j/86303217560**

**Meeting ID: 863 0321 7560  One tap mobile OR 1-646-931-3860**

**NOTE: FIT members should use the above number and not the Select Board number.**