

RESOLUTION OF NECESSITY
FOR CONSTRUCTION OF TOWN HIGHWAY GARAGE
TOWN OF HARDWICK

WHEREAS, at a meeting of the Selectboard of the Town of Hardwick, Vermont ("Town") held on September 17, 2026, the Selectboard determined that the public interest and necessity require that the Town construct a new town highway garage (the "Project");

WHEREAS, the estimated total cost of the Project is Six Million Dollars and Zero Cents (\$6,000,000.00);

WHEREAS, the cost of the Project, after the application of available grants-in-aid, if any, was determined to be too great to be paid out of the annual revenue and available resources of the Town;

NOW THEREFORE, BE IT RESOLVED, that general obligation bonds or notes of the Town in an amount not to exceed Six Million Dollars and Zero Cents (\$6,000,000.00); should be issued for the purpose of financing the Project and such question should be submitted to the voters at the Special Town Meeting duly warned and held on Tuesday, November 3, 2026;

BE IT FURTHER RESOLVED, that all acts relating to the proposition of incurring bonded indebtedness and the issuance of general obligation bonds or notes of the Town for the purpose of constructing said improvements within the corporate limits of the Town be in accordance with the provisions of Chapter 53 of Title 24 of the Vermont Statutes Annotated;

BE IT FURTHER RESOLVED, that the proposition of incurring general obligation bonds or notes for this purpose should be submitted to the qualified voters of the Town as follows:

Shall general obligation bonds or notes of the Town of Hardwick in an amount not to exceed Six Million Dollars and Zero Cents (\$6,000,000.00) be issued under Chapter 53 of Title 24, Vermont Statutes Annotated, payable from the Town's general fund, derived from the taxation of real property for a period not to exceed thirty years, and subject to reduction by available grants-in-aid or other funding sources, be issued to finance the cost of constructing a new town highway garage (the Project)?

BE IT FURTHER RESOLVED, that a vote on said proposition will be conducted by Australian Ballot at the Special Meeting on Tuesday, November 3, 2026 at which meeting the polls will open at 7 a.m.;

BE IT FURTHER RESOLVED, that the Town will hold a public information meeting on Thursday, October 22, 2026 at 6:00 p.m. to discuss the bond issue proposition and explain the proposed Project and the financing thereof; and

BE IT FURTHER RESOLVED, that by this Resolution of Necessity for the Project, the Selectboard hereby ratifies and confirms the necessity of the Project and confirms that the cost of the Project is too great to be paid out of the Town ordinary annual income and revenue.

Dated: SEPT 17, 2026

TOWN OF HARDWICK SELECTBOARD

By: Ceilidh Galloway-Kane
Ceilidh Galloway-Kane, Chair

By: _____
Shari Cornish, Vice Chair

By: Tim Ricciardello
Tim Ricciardello

By: Larry Fliegelman
Larry Fliegelman

By: Derek Richardson
Derek Richardson

ATTEST:

By: Tonia Chase
Tonia Chase, Town Clerk

WARNING
INFORMATIONAL MEETING – OCTOBER 22, 2026
SPECIAL TOWN MEETING – NOVEMBER 3, 2026
TOWN OF HARDWICK

The legal voters of the Town of Hardwick are hereby notified and warned to meet at the Jeudevine Memorial Library (Parker Ladd Room) located at 93 N Main Street in said Town at 6:00 p.m. on Thursday, October 22, 2026 for an informational meeting, and then to adjourn to the Town of Hardwick Memorial Building at 20 Church Street in said Town from the hours of 7:00 a.m. to 7:00 p.m. on Tuesday, November 3, 2026, to vote by Australian Ballot on Article 1 as set forth below.

ARTICLE 1: Shall general obligation bonds or notes of the Town of Hardwick in an amount not to exceed Six Million Dollars and Zero Cents (\$6,000,000.00) be issued under Chapter 53 of Title 24, Vermont Statutes Annotated, payable from the Town's general fund, derived from the taxation of real property for a period not to exceed thirty years, and subject to reduction by available grants-in-aid or other funding sources, be issued to finance the cost of constructing a new town highway garage (the Project)?

Adopted and approved at a meeting of the Selectboard of Hardwick, duly called, noticed, and held on September 17, 2026.

Dated: SEPT 17, 2026

TOWN OF HARDWICK SELECTBOARD

By: Ceilidh Galloway-Kane
Ceilidh Galloway-Kane, Chair

By: _____
Shari Cornish, Vice Chair

By: Tim Ricciardello
Tim Ricciardello

By: Larry Fliegelman
Larry Fliegelman

By: Derek Richardson
Derek Richardson

ATTEST:

By: Tonia Chase
Tonia Chase, Town Clerk

North Main Street Stormwater System Repair Bid Comparison

Bids received September 15, 2026

Bidder	Total bid	Proposed completion	References	Notes and missing information
TBC LLC	\$19,222.84	Not provided	Not provided	The bid form included price only. Completion timing and references were not provided.
Gravel Construction Co., Inc.	\$29,107.00	By December 31, 2026; substantial completion expected earlier	Town of Hardwick flood repairs, 2023-2024; Town of Wolcott.	Completion depends on the check valve, which had an estimated 12-week lead time.
Isaac's Excavating	\$29,750.00	Before November 20, 2026	Josh Karp, Town of Greensboro, 802-533-2911; Andres Toranzo, Watershed Consulting, 802-922-4871	Submitted a separate reference sheet with additional projects and contacts..
Foster Logging and Excavation, LLC	\$34,600.00	Stabilization by November 20, 2026; valve installed upon arrival	Ben Notherman, Snug Valley Farm, 207-356-7824; Kyle Hill, Town of Stannard, 802-535-9989	The bid notes an estimated 14-week lead time for the inline check valve.
EEC	\$44,500.00 stated total	Start and completion in October 2026	Rachel Tobler, Town of Shelburne Stormwater Coordinator, 802-264-5065; Andre Delco, DELCO Properties LLC	

Amounts and schedules are shown as submitted. Reference descriptions are condensed from the bid materials. The Town retains the right to seek clarification and evaluate bidder responsibility under the procurement requirements.

MEMORANDUM OF UNDERSTANDING

Between The Town of HARDWICK and HARDWICK EMERGENCY RESCUE SQUAD Regarding the Construction of a new Rescue-Fire Building

This Memorandum of Understanding (the "MOU") is made and entered into on this 28th day of August 2026, by and between the **Town of Hardwick**, a municipal corporation with an address of 20 Church St, Hardwick, VT 05843, (hereinafter "Town"), and **Hardwick Emergency Rescue Squad**, an independent non-profit corporation with an address of PO Box 837, Hardwick, VT 05843, (hereinafter "HRS"). The Town and HRS may each be referred to herein as a "Party" and collectively as the "Parties."

WHEREAS, the Parties desire to collaborate to redevelop a town owned property into an Essential Services Complex. Redevelopment will include demolishing and/or relocating three buildings and erecting two new buildings to house the town's public works department and equipment, the town fire department and equipment, and the Hardwick Emergency Rescue Squad.

WHEREAS, the parties have agreed to continue the 99 year lease of the property which will allow the new HRS building occupying a footprint of 5550 sq ft. This building will be conjoined to the HFD building with a 1970 sq ft shared meeting/training room which includes 4 storage closets and an ADA bathroom identified in the project as "shared space".

WHEREAS, the Parties believe it is to their mutual benefit and interest to define the framework for this cooperative endeavor.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the Parties agree as follows:

I. PURPOSE AND SCOPE

This MOU provides the foundation and structure for the planning, construction, and funding of the new rescue building. The scope includes, but is not limited to, the funding plan, the engineering and design of the building, the physical construction of the facility, the procurement and installation of necessary equipment and plan for the operation of the building when complete. Currently the estimated cost for the rescue building is approximately \$4.1 million, which includes site work, design, engineering and owners' costs.

II. ROLES AND RESPONSIBILITIES

Town agrees to:

- Provide temporary housing for two ambulances and supplies in the old fire station during the construction period.
- Provide access to and use of space in the old health clinic building, now Senior Center, for day and night ambulance crews.
- Provide the physical location/site for the new building,
- Cover costs of potential soil contamination.

HRS agrees to:

- Participate as needed to keep the design and construction process on track.
- Conduct a fundraising campaign to allow timely contributions to project payments.
- When complete, cover a portion of the ongoing operational costs, including utilities, supplies, upkeep and maintenance of the shared facility (see Section III. Financial Arrangements).

The Town and HRS Agree to:

- Work together on grant applications to obtain funds for project development.
- Oversee the engineering and design process.
- Oversee the construction of the building and associated infrastructure.
- Work jointly on developing the interior buildout of the shared spaces.
- Procure and maintain necessary building insurance, workers' compensation, and liability insurance for its staff and property.
- Ensure all construction meets applicable federal, state, and local building codes and permitting requirements.

III. FINANCIAL ARRANGEMENTS

- **Construction Costs:** The initial design and construction costs for the facility and equipment will be shared as follows: Town 72%, HRS 28%. During project development, a re-assessment of these percentages may be implemented if warranted by changes in project costs or project designs.
- **Operational Funding:** It is assumed that the joint Fire-Rescue building will be constructed in such a way as to separate out operational costs (such as water and electric) as much as practical. Operational costs associated with shared spaces will be shared by HRS and the Town using a mutually agreeable plan to be developed upon

completion of the construction phase and before building fit-up begins. General repairs and upkeep of the facility will likewise be separated, with HRS responsible for the rescue side of the building and the Town responsible for the Fire Department side of the building. Upkeep and maintenance of the shared space will be equally shared.

- **Billing and Payment:** Invoices for shared costs will be submitted to the non-paying party quarterly and best efforts shall be made to pay within thirty (30) days of receipt.

IV. COMMUNICATION AND GOVERNANCE

The Parties will establish a governing or advisory committee with representatives from each entity to oversee the project and operations, address issues, and make recommendations. Regular meetings will be held to discuss progress, finances, and any challenges.

V. TERM AND TERMINATION

This MOU shall become effective on 9/15/26 and shall remain in effect until the project is completed, unless it is terminated sooner with the agreement of both parties. The agreement may be extended by mutual written agreement. Either Party may terminate this MOU upon 14 days' written notice to the other Party.

VI. INDEMNIFICATION AND LIABILITY

Each Party shall be responsible for its own negligent acts or omissions and those of its officers, directors, employees, and agents in the performance of work under this Agreement. The Parties do not waive their respective sovereign or governmental immunity by entering into this MOU.

VII. ENTIRE AGREEMENT

This MOU constitutes the entire agreement between the Parties and supersedes all prior discussions or agreements. No modification or amendment of this MOU shall be binding unless in writing and signed by authorized representatives of both Parties.

IN WITNESS WHEREOF, the Parties have executed this Memorandum of Understanding by their duly authorized representatives.

TOWN OF HARDWICK	Hardwick Emergency Rescue Squad
Signature:	Signature:
Name: [Print Name]	Name: [Print Name]
Title: [Title]	Title: [Title]
Date:	Date: