

# TOWN OF ELMORE, VT

## Meeting of the Elmore Select Board

Meeting Date: **Wednesday, March 11, 2026 @6:00pm**

Meeting Type: Regular

Agenda Version Number: FINAL Rev #2

ESB Members: Glenn Schwartz, Sharon Fortune, Trevor Braun

Elmore Road Commissioner: Michel Lacasse

Meeting will be held at the Elmore Town Office and by Zoom.

**JOIN ZOOM MEETING:** <https://bit.ly/ElmoreZoom>

Meeting ID: 677 090 6765 Passcode: 8888 | Phone: +16465588656 Meeting ID: 677 090 6765 Passcode: 8888

**NOTE: SELECTBOARD MAY ENTER EXECUTIVE OR DELIBERATIVE SESSION(S)**

*Agenda:*           \*Requester should be the same individual as the presenter.  
                      \*3<sup>rd</sup> party or representative presentations are discouraged.  
                      \*Request agenda slot to Select Board - minimum 1 week prior

*Time Allocations:*

ITEM TYPE	1 <sup>st</sup> Speaker	Next Speaker	Max total time
1. Special Topics	Assigned by Select Board		Set by SB
2. New	5 Min	2 Min ea.	10 Min total
3. Active	5 Min	2 Min ea.	10 Min total
4. Completed	2 Min	1 Min ea.	5 Min total
5. Non-Agenda	5 Min	2 Min ea.	10 Min total

### AGENDA

CALL TO ORDER: Chairman

- Review/approve previous meeting's minutes, Review additions or deletions to today's agenda- Conflict of Interest review for agenda items

#### 1. SPECIAL TOPICS (Note: Topic will be addressed for time noted with follow-up as needed and noted by the SB.)

- a. **APPOINTMENTS:** SB Chair, Secretary; Officials, Appointment of DRB and EPC board positions will take place at the April 8 meeting (10 min)
- b. **DISCUSSION:** Review any budget adjustments from Town Meeting (All as needed 10 min)
- c. **DISCUSSION:** Approach to appropriations following Town Meeting (All – 10 min)
- d. **DISCUSSION:** Sen. Welch's portal for submitting FY27 Congressionally Directed Spending (CDS) (All – 10 min)
- e. **DISCUSSION:** Municipal Planning Grant (All – 10 min)
- f. **ANNUAL REVIEW:** Conflict of Interest; Open Meeting Law (All 20 min)
- g. **DISCUSSION:** Fire Department Discussion - Adam Audet (All 20 min)
  - EFD equipment replacement schedule, Fundraiser idea for the FD filling swimming pools in the summer and a waiver to keep EFD clear of any liability or damages and Town ordinance that would authorize the FD to charge auto insurance companies for automobile accident response.

#### 2. ACTIVE ITEMS

- a. **UPDATE:** Advisory Board for Capital Equipment Planning; 15+ year outlook (10 min)

#### 3. CONTINUING ACTIVE ITEMS (Update status by primary owner)

- a. **UPDATE:** Road Commissioner's Report (10 min)
- b. **UPDATE:** Zoning Administrator's Report (10 min)

#### 4. NON-AGENDA/OTHER ITEMS (Time Available and As Needed)

- a. Routine Administrative, operations items and payment approvals.

#### 5. EXECUTIVE SESSION: Not planned for 3/11/25 meeting

**TOWN OF ELMORE, VT**  
**Meeting of the Elmore Select Board**

Next meeting: April 8, 2025 @ 6:00pm. Requests to be on the SB agenda must be received by the Chair before the last Friday of the preceding month.

# Work Plan and Budget

**INSTRUCTIONS**

**Project Approach.** Outline the project approach by listing the major tasks and associated costs in the work plan and budget table (below).

- Successful applications and projects invest time and focus on the work plan and budget.
- Include all tasks and costs that will be paid for by the Municipal Planning Grant and match funds; if your application is selected for funding, the following work plan and budget will become Attachment A to the Grant Agreement and will be the official description of the work you are expected to accomplish with project funding.
- Break out the project’s tasks into pieces that aren’t overly broad or too specific, showing the flow of the project’s major activities and associated costs.
- Projects that involve regulatory oversight by other State agencies (such as the Agency of Transportation) must be identified for coordination in the work plan.
- Some plans and bylaws go unadopted because resources are not available for consulting assistance for hearings. Do not list an "adopted" deliverable, since adoption is not guaranteed, but do allocate consulting resources for the hearing process if not proposed as a larger project over multiple MPG cycles.

- **After you complete the task table, enter the State Grant Funds (Grant Amount Requested) and click **SAVE**. The Total Project Cost, Total Match Funds, Minimum Required Match Funds, and Additional Match Funds will automatically calculate in the online form.**
- Municipalities may apply for any grant award dollar amount between **\$2,500** (minimum), **\$30,000** (maximum), **\$45,000** (maximum Consortium), with a minimum cash match requirement of 10%.
- Match funds beyond the minimum 10% may be included to demonstrate additional community support.
- Please note that in-kind contribution or contribution of staff or others’ time **cannot** be offered as a match.

I certify that the Municipality has existing zoning bylaws. \*

Yes

No

Task Name	Description of Task	Paid Personnel	If Other, please specify	Hours	Hourly Rate	Personnel Cost	Material Description	Material Cost	Total Cost
Elmore – Initial Meeting with PC	Meet with PC to review requirements of S.100 and other recent statutory changes. Discuss other local priorities	Regional Planning Staff		5	\$80.00	\$400		\$	\$400
Wolcott –Initial Meeting PC	Meet with PC to review requirements of S.100 and other recent statutory changes. Discuss other local priorities	Regional Planning Staff		5	\$80.00	\$400		\$	\$400
Elmore –Draft S.100 Updates	Review and revise regulations as needed to meet requirments of S100 and other recent statutory changes	Regional Planning Staff		35	\$80.00	\$2,800		\$	\$2,800
Elmore – Other local priorities	Revise regulations to address other local priorities identified in initial meeting	Regional Planning Staff		10	\$80.00	\$800		\$	\$800

Wolcott--Draft S.100 Updates	Review and revise regulations as needed to meet requirements of S100 and other recent statutory changes	Regional Planning Staff		35	\$80.00	\$2,800		\$	\$2,800
Wolcott-- Other local priorities	Revise regulations to address other local priorities identified in initial meeting	Regional Planning Staff		55	\$80.00	\$4,400		\$	\$4,400
Wolcott -- Community Rating System Edits	Revise regulations to include additional activities to enhance CRS eligibility	Regional Planning Staff		20	\$80.00	\$1,600		\$	\$1,600
Elmore -- Adoption Process	Prepare hearing notices and report. Attend two Public Hearings	Regional Planning Staff		8	\$80.00	\$640	Hearing notices	\$360	\$1,000
Wolcott--Adoption Process	Prepare hearing notices and report. Attend two Public Hearings	Regional Planning Staff		8	\$80.00	\$640	Hearing Notices	\$360	\$1,000

**\$14,480** **\$720** **\$15,200**

After entering the amount of STATE GRANT FUNDS being requested, click **SAVE** - all other fields will automatically calculate based on the information entered into the table above.

**Total Project Cost: \$15,200**

**State Grant Funds (Grant Amount Requested): \$13,680.00\***

The required 10% match is based off the Total Project Cost.

**Total Match Funds: \$1,520.00**

**Minimum Required Cash Match Funds:  
(10% of Total Project Cost) \$1,520**

**Additional Cash Match Funds:  
(Optional) \$0**

**BUDGET DOCUMENTATION**

**Describe source(s) of match funds: \***

**Contribution of municipal staff or volunteer's time cannot be offered as a match. Other contributions, while not required, may be documented here as well.**

*Each Town will contribute cash match from their general fund.*

**Explain how you developed a realistic work plan and budget. \***

*The budget and work plan was developed in consultation with the Lamoille County Planning Commission.*  
**Upload or email supporting documents that show the work plan and budget is based on realistic information. Please provide a letter or other documentation from a consultant with cost estimates for tasks, including hourly rate.**

**Upload Budget Documents**

*Budget Justification Letter.pdf*

Emailed to DHCD

**ACCOUNTING**

Responses to the following questions are used for administrative purposes only and will not impact the competitiveness of your application.

Please remember that state funds cannot be awarded to municipalities who are (a) suspended or debarred by the Federal Government; (b) delinquent in submitting their subrecipient annual reports; and (c) delinquent in submitting their Single Audit Reports (if required).

**What type of accounting system does your municipality use? \***

automated

manual

combination of both

**Does your organization have an accounting system that will allow you to completely and accurately track the receipt and disbursements of funds related to the award? \***

Yes

No

**Please be sure to return to the top of this page and click SAVE before moving on.**

# **AGREEMENT FOR PLANNING SERVICES**

*By and Between*

**Lamoille County Planning Commission**

*And*

**Town of Elmore**

## **I. AGREEMENT FOR SERVICES**

- A. It is agreed by and between the Lamoille County Planning Commission (hereafter referred to as LCPC) and the Town of Elmore (hereafter referred to as the Town) that the LCPC shall assist the Town in providing planning services for the Town in accordance with the steps outlined in Attachment A: Work Plan and Budget Summary.
- B. This Agreement consists of the body and Attachment A, which is incorporated herein.

## **II. GENERAL TERMS AND CONDITIONS**

- A. The maximum dollar amount for all services performed under this Agreement shall not exceed \$15,200 unless amended.
- B. The period of performance under this Agreement shall commence on January 1, 2026 and run through April 30, 2027, unless amended.
- C. Ownership of all data and materials collected under this Agreement shall remain with the Town.
- D. Changes, modifications, or amendments in the terms, conditions, and fees of this Agreement shall be written and signed by the duly authorized representatives of the LCPC and the Town.
- E. The parties agree that the LCPC, and any agents and employees of the Commission, shall act in an independent capacity and not as officers or employees of the Town.
- F. The Town, by any authorized representative, shall have the right at all reasonable times, to inspect or otherwise evaluate the work performed or being performed under this Agreement.

- G. Reasonable extensions of time for completing the work may be granted in writing by the Town, if the LCPC can demonstrate that it was unavoidably delayed by circumstances beyond its control.
- H. The Town shall appoint one person as the principal contact for the project as outlined in the Scope of Services. That person is: Caroline DeVore
- I. If, through any cause, the LCPC shall fail to fulfill in a timely and proper manner its obligations under this Agreement, the Town shall have the right to terminate this Agreement by giving written notice to the LCPC and specifying the effective date thereof, at least thirty days prior to the effective date of such termination. All costs and fees earned prior to the date of termination shall be reimbursed to the LCPC by the Town.
- J. The fees charged for services for the duration of this agreement will be actual costs up to the maximum limit as described in Section II.B. of this agreement..

### **III. OBLIGATIONS OF THE LCPC**

- A. LCPC staff will work with, and be responsible to the Town Selectboard in providing the services listed in Attachment A.
- B. The LCPC shall maintain all books, documents, payrolls, papers, accounting records and other evidence pertaining to costs incurred under this Agreement and make them available at reasonable times during the period of this Agreement.
- C. The LCPC shall invoice the Town on a periodic basis (usually monthly) for costs incurred on this project. This agreement will be billed on an hourly basis up to the agreement maximum. A Progress Report will be provided to the Town with each invoice.
- D. The LCPC shall provide to the Town copies of all documents generated under this project.

### **IV. OBLIGATIONS OF THE TOWN**

- A. In consideration of the services to be provided by the LCPC, the Town shall pay the LCPC after review and approval of invoices submitted in accordance with the provisions of Section III. C.
- B. The Town agrees to participate in meetings with LCPC staff, as necessary.

- C. The Town will make available any information, data, reports, plans, maps, or drawings to the LCPC to carry out the tasks in this project. All materials belonging to the Town will be returned.
- D. The Town agrees to cooperate with and administratively assist the LCPC, without charge, in carrying out its tasks.
- E. The Town shall provide a 10% cash match of \$1,520. \$520 will be provided in Town Funds. The Town of Elmore will invoice the Town of Wolcott for the remaining \$1,000.

**V. GENERAL TERMS AND CONDITIONS**

- A. Changes, modifications and amendments in the terms, conditions, and fees of this Agreement shall be in writing and be signed by the duly authorized representatives of LCPC and the Town.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed this \_\_\_\_ day of February 2026.

**For Town of Elmore**

**For Lamoille County Planning Commission**

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Town Selectboard Board Chair

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R. Tasha Wallis, Executive Director

  BIG SPLASH FUNDRAISER!   

# NEED YOUR POOL FILLED FOR SUMMER?!

## Serving Elmore and the Surrounding Area!

Let the **ELMORE FIRE DEPARTMENT** bring the water!

We're raising money to replace critical department equipment — and you can cool off while supporting your local firefighters!

 Pool water delivery

 Fast & reliable service

 100% of donations go toward our Equipment Replacement Fund

**\$ Suggested Minimum Donation: \$200 per load**

Don't wait for summer heat — get your pool ready NOW and support the department that protects your home and family!

 17 Schedule Your Delivery Today!

 Call or Email:

**Chief Adam Audet**

 802-279-4980

 [aaudet45@yahoo.com](mailto:aaudet45@yahoo.com)

Every drop helps.

Every donation supports your fire department.

Thank you for backing the Elmore Fire Department!  

# TOWN OF ELMORE, VERMONT

## ORDINANCE NO.

### AN ORDINANCE AUTHORIZING THE ELMORE FIRE DEPARTMENT TO BILL FOR SERVICES AT MOTOR VEHICLE ACCIDENTS

WHEREAS, the Town of Elmore (“Town”) recognizes that responses by the Elmore Fire Department (“Department”) to motor vehicle accidents and other emergency incidents involve substantial labor, equipment, and administrative costs; and

WHEREAS, the Town desires to ensure that the costs of providing specialized emergency services are appropriately charged to responsible parties and their insurers to offset the financial impact on the Town;

NOW, THEREFORE, BE IT ORDAINED BY THE SELECTBOARD OF THE TOWN OF ELMORE, VERMONT:

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#### Section 1. Authority to Charge Fees

1. The Town of Elmore hereby authorizes the Elmore Fire Department to bill motor vehicle owners and their insurance providers for fire, rescue, and emergency response services rendered at motor vehicle accidents and other incidents where vehicles are disabled, overturned, or otherwise require rescue, extrication, or fire-related services.
2. Charges may be levied for emergency response services provided by the Department’s personnel, vehicles, apparatus, and equipment in accordance with the rates established in Section 2 of this Ordinance.

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#### Section 2. Rates for Services

The following rates (“Standard Billing Rates”) shall be used when billing insurance providers or responsible parties for services provided by the Elmore Fire Department:

##### A. Apparatus and Equipment

Description	Rate per Hour
Rescue Truck	\$350 per hour
Fire Engine	\$400 per hour

##### B. Personnel Time

Personnel Category	Rate per Hour
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<b>Personnel Category</b>	<b>Rate per Hour</b>
Company Officer (Asst. Chief/Captain)	\$50 per hour
Chief/Incident Commander	\$50 per hour

Personnel time shall be calculated in 15-minute increments, with a minimum billing period of one hour per responder on scene.

### **Section 3. Billing and Collection**

1. The Fire Chief or designee shall prepare and submit bills to responsible insurance companies or other payors within 45 days after the incident.
2. Bills shall include itemized descriptions of services provided, apparatus and personnel used, time on scene, and total charges.
3. Unpaid bills shall be pursued by the Town Treasurer or designee in accordance with Town and State law, including collections efforts and placement of liens where applicable.
4. All revenues received under this Ordinance shall be deposited in a designated fund to support the Department's operations and equipment maintenance.

### **Section 4. Waivers and Adjustments**

1. The Fire Chief, in consultation with the Selectboard, may waive or adjust fees in cases of undue hardship, uninsured motorists unable to pay, or other extenuating circumstances, provided that such waiver or adjustment is documented and reported to the Selectboard.
2. Adjustments to the Standard Billing Rates may be made annually by the Selectboard based on cost of living, equipment replacement cost, and review of comparable municipal rates.

### **Section 5. Effective Date**

This Ordinance shall take effect upon adoption by the Elmore Selectboard and publication as required by law.

**Adopted this \_\_\_ day of \_\_\_\_\_, 2026**

# ELMORE FIRE DEPARTMENT

## Swimming Pool Water Delivery

### Waiver of Liability & Acknowledgment of Risk

Name: \_\_\_\_\_

Address of Delivery: \_\_\_\_\_

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Phone Number: \_\_\_\_\_

Email (optional): \_\_\_\_\_

Date of Delivery: \_\_\_\_\_

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### Acknowledgment and Agreement

I, the undersigned, request water delivery services from the Elmore Fire Department for the purpose of filling a swimming pool at the address listed above.

I understand and agree to the following:

1. **No Guarantee of Water Potability**

The Elmore Fire Department does not guarantee that the delivered water is potable or safe for human consumption. The water is intended for swimming pool use only. It is the responsibility of the property owner to properly treat, test, and maintain the water after delivery.

2. **Release of Liability for Property Damage**

I acknowledge that water delivery involves hoses, apparatus, and equipment that may come into contact with driveways, lawns, walkways, landscaping, pool liners, and other property.

I agree that the Elmore Fire Department, its members, officers, and volunteers shall not be held responsible for any damage to:

- Pool liners
- Pools or pool equipment
- Driveways or pavement
- Lawns, landscaping, or underground utilities
- Any other property damage that may occur during water delivery

3. **Access and Site Responsibility**

I confirm that the delivery site is accessible and suitable for fire apparatus. I assume responsibility for any damage resulting from inadequate access, soft ground, hidden obstacles, or underground utilities.

**4. Hold Harmless & Indemnification**

I agree to release, waive, and hold harmless the Elmore Fire Department, its officers, members, and volunteers from any and all claims, demands, damages, or causes of action arising out of or related to the water delivery service.

**5. Donation Acknowledgment**

I understand this service is provided as part of a fundraiser, and my payment is considered a voluntary donation to support equipment replacement for the Elmore Fire Department.

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I have read this waiver, understand its contents, and voluntarily agree to its terms.

**Printed Name:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_