

Town of Morris
Board of Selectmen
Special Meeting Agenda
May 25, 2021, 3:30 PM
Hybrid Zoom Meeting
Morris Community Hall
Morris, CT

Received
Asst. Town Clerk
Susan J. Jeanfave
MAY 24 2021
9:42 AM

Join Zoom Meeting

<https://us02web.zoom.us/j/85775929309?pwd=eXEySkJEVFF3cU16U3cxSExrMS85QT09>

Meeting ID: 857 7592 9309

Passcode: 561655

One tap mobile

+19292056099,,85775929309#,,,,*561655# US (New York)

1. Call to order
2. Regular Meeting Minutes May 4, 2021
3. Truck purchase
4. Morris Fire Company Pension Trust
5. Discuss, vote and sign Warning of Annual Town Meeting
6. Go the Distance for Scholars bike ride
7. Engineering Services approval
8. Solicitors permit
9. Dock Committee
10. April Tax Collector's Report
11. Public Comment (agenda items only)
12. Adjourn

Town of Morris

Board of Selectmen

Regular Meeting Minutes

Tuesday, May 4, 2021, 7:00 p.m.

Morris Community Hall

Board Members Present: Tom Weik, Vinnie Aiello

- I. Call to Order by Tom Weik at 7:00 p.m.
- II. **Motion** made by Vinnie Aiello to approve Special Meeting Minutes of April 27, 2021. Tom Weik seconded. **Motion carried.**
- III. **Motion** made by Vinnie Aiello to approve an Abatement/Refund of property taxes as recommended by Tax Collector, Rebecca Juchert-Derungs in the total amount of \$8.73 for Lee Kennedy and Kathryn Spallone. Tom Weik seconded. **Motion carried.**
- IV. **Motion** made by Vinnie Aiello award bid Request for Proposal for the CDBG Small Cities Application and Administration to David Berto with Housing Enterprises, Inc. Tom Weik seconded. **Motion carried.**
- V. **Motion** made by Vinnie Aiello to form an AdHoc committee for the beach marina as recommended by the Beach & Rec Commission. Tom Weik seconded. **Motion carried.**
- VI. **Motion** made by Vinnie Aiello to appoint Bridget Garritty to the Ordinance Committee with a term 3/1/21 to 2/29/23. Tom Weik seconded. **Motion carried.**

Motion made by Vinnie Aiello to add 6b. to agenda – The Tour of the Litchfield Hills. Tom Weik seconded. **Motion carried.**

Motion made by Vinnie Aiello to approve the 17th Annual Tour of the Litchfield Hills charity bicycle ride and give authorization to use Route 202 on August 1, 2021. Tom Weik seconded. **Motion carried.**

Motion made by Vinnie Aiello to add 6b. to agenda – Service Agreement for Tax Collector with Taxserv Capital Services. Tom Weik seconded. **Motion carried.**

Motion made by Vinnie Aiello to renew collection agency agreement for 3 years with Taxserv Capital Services, LLC as recommended by Tax Collector Rebecca Juchert-Derungs. Tom Weik seconded. **Motion carried.**

VII. **Motion** made by Vinnie Aiello to adjourn at 7:09 p.m. Tom Weik seconded. **Motion carried.**

Respectfully submitted,
Laurel Gillotti
Executive Assistant

Town of Morris

Equipment Committee

Special Meeting Minutes

May 13, 2021

The meeting was called to order at 7:00 PM by First Selectman Tom Weik.

Those attending were: Lew Clark, George Deacon and Rob Ebner.

Specifications and price proposals were reviewed for a Mack and a Kenworth cab, chassis, body and plow package.

A motion was made by Rob Ebner and seconded by George Deacon to recommend the Mack proposal from Gabrielli Truck Sales of Connecticut LLC with the cab and chassis cost of \$111,813.00 and body and plow cost of \$116,173.29 for a total of \$227,986.29. All voted Aye.

A motion was made by George Deacon and seconded by Rob Ebner to recommend also purchasing 5 year extended warranty for the drivetrain at a price to be determined. All voted Aye.

A motion was made by George Deacon and seconded by Rob Ebner to adjourn the meeting at 7:34 PM.

All voted Aye.

Respectfully submitted,

Tom Weik

Trust for Morris Fire Company Pension Plan

This Agreement ("Trust Agreement") is made this ____ day of _____, 2021, by and between the Town of Morris, Connecticut, a municipality ("Town") and the Town of Morris Pension Committee a Committee established pursuant to Ordinance ("Trustee"). [See memo about corporate trustee.]

WHEREAS, Town has adopted a length of service awards program specifically, the Morris Fire Company Pension Plan for the Town of Morris, which Plan was originally effective July 1, 2018, and restated January 1, 2021 ("Plan");

WHEREAS, Town has incurred or expects to incur liability under the terms of the Plan with respect to the Volunteers participating in the Plan;

WHEREAS, Town wishes to establish a trust and in accordance with Connecticut General Statutes 7-450(b), has adopted an Ordinance, authorizing such trust, (hereinafter called "Trust") and to contribute to the Trust assets that shall be held therein, subject to the claims of Town's creditors in the event of Town's Insolvency, as herein defined, until paid to Plan Participants and their beneficiaries in such a manner and at such times as specified in the Plan;

WHEREAS, it is the intention of the parties that this Trust shall constitute an unfunded arrangement and shall not affect the status of the Plan as an unfunded plan maintained for the purpose of providing deferred compensation; and

WHEREAS, it is the intention of Town to make contributions to the Trust to provide itself with a source of funds to assist in the meeting of its liabilities under the Plan.

NOW, THEREFORE, the parties do hereby establish the Trust and agree that the Trust shall be comprised, held and disposed of as follows:

1. Establishment of Trust.

(a) Town hereby deposits with Trustee in trust \$_____, which shall become the principal of the Trust to be held, administered and disposed of by Trustee as provided in this Trust Agreement.

(b) The Trust hereby established shall be revocable by Town. The Trust shall become irrevocable only upon approval by an ordinance adopted by the Town.

(c) The Trust is intended to be a Grantor Trust, of which Town is the Grantor, within the meaning of subpart E, part I, subchapter J, chapter 1, subtitle A of the Internal Revenue Code of 1986, as amended ("Code"), and shall be construed accordingly.

(d) The principal of the Trust and any earnings thereon shall be held separate and apart from other funds of Town and shall be used exclusively for the uses and purposes of Plan Participants and general creditors as herein set forth. Plan Participants and their beneficiaries shall have no preferred claim on, or any beneficial ownership interest in, any assets

of the Trust. Any rights created under the Plan and this Trust Agreement shall be mere unsecured contractual rights of Plan Participants and their beneficiaries against Town. Any assets held by the Trust will be subject to the claims of Town's general creditors under federal and state law in the event of Insolvency, as defined in Section 3(a) herein.

(e) Town, in its sole discretion, may at any time, or from time to time, make additional deposits of cash or other property in trust with Trustee to augment the principal to be held, administered and disposed of by Trustee as provided in this Trust Agreement. Neither Trustee nor any Plan participant or beneficiary shall have any right to compel such additional deposits.

(f) Within ninety days following the end of the Plan Year, as defined in the Plan, ending after the Trust has become irrevocable pursuant to Section 1(b) hereof, Town shall be required to irrevocably deposit additional cash or other property to the Trust in an amount sufficient to pay each Plan participant or beneficiary the benefits payable pursuant to the terms of the Plan as of the close of the Plan Year.

2. Payments to Plan Participants and Their Beneficiaries.

(a) Town shall deliver to Trustee a schedule (the "Payment Schedule") that indicates the amounts payable in respect of each Plan participant (and his or her beneficiaries), that provides a formula or other instructions acceptable to Trustee for determining the amounts so payable, the form in which such amounts are to be paid (as provided for or available under the Plan), and the time of commencement for payment of such amounts. Except as otherwise provided herein, Trustee shall make payments to the Plan Participants and their beneficiaries in accordance with such Payment Schedule. Town shall provide Trustee with written instructions as to the aggregate amount of any federal, state and local taxes that may be required to be withheld with respect to the payment of benefits from the Trust, and Trustee shall remit such amounts to Town for payment and reporting to the appropriate taxing authorities by Town.

(b) The entitlement of a Plan participant or his or her beneficiaries to benefits under the Plan shall be determined by the Pension Committee, and any claim for such benefits shall be considered and reviewed under the procedures set out in the Plan.

(c) Town may make payment of benefits directly to Plan Participants or their beneficiaries as they become due under the terms of the Plan. Town shall notify Trustee of its decision to make payment of benefits directly prior to the time amounts are payable to participants or their beneficiaries. In addition, if the principal of the Trust, and any earnings thereon, are not sufficient to make payments of benefits in accordance with the terms of the Plan, Town shall make the balance of each such payment as it falls due. Trustee shall notify Town where principal and earnings are not sufficient.

3. Trustee Responsibility Regarding Payments to Trust Beneficiary When Town Is Insolvent.

(a) Trustee shall cease payment of benefits to Plan Participants and their beneficiaries if the Town is Insolvent. Town shall be considered "Insolvent" for purposes of this Trust Agreement if (i) Town is unable to pay its debts as they become due, or (ii) Town is

subject to a pending proceeding as a debtor under the United States Bankruptcy Code, Chapter 9, which can only occur under Connecticut General Statutes, Section 7-566, with the consent of the Governor.

(b) At all times during the continuance of this Trust, as provided in Section 1(c) hereof, the principal and income of the Trust shall be subject to claims of general creditors of Town under federal and state law as set forth in paragraphs (c) through (g) below:

(c) The Board of Selectmen of the Town shall have the duty to inform Trustee in writing of Town's Insolvency. If a person claiming to be a creditor of Town alleges in writing to Trustee that Town has become Insolvent, Trustee shall determine whether Town is Insolvent and, pending such determination, Trustee shall discontinue payment of benefits to Plan Participants or their beneficiaries;

(d) Unless Trustee has actual knowledge of Town's Insolvency, or has received notice from Town or a person claiming to be a creditor alleging that Town is Insolvent, Trustee shall have no duty to inquire whether Town is Insolvent. Trustee may in all events rely on such evidence concerning Town's solvency as may be furnished to Trustee and that provides Trustee with a reasonable basis for making a determination concerning Town's solvency;

(e) If at any time Trustee has determined that Town is Insolvent, Trustee shall discontinue payments to Plan Participants or their beneficiaries and shall hold the assets of the Trust for the benefit of Town's general creditors. Nothing in this Trust Agreement shall in any way diminish any rights of Plan Participants or their beneficiaries to pursue their rights as general creditors of Town with respect to benefits due under the Plan or otherwise; and

(f) Trustee shall resume the payment of benefits to Plan Participants or their beneficiaries in accordance with Section 2 of this Trust Agreement only after Trustee has determined that Town is not Insolvent (or is no longer Insolvent).

(g) Provided that there are sufficient assets, if Trustee discontinues the payment of benefits from the Trust pursuant to Section 3(a) hereof and subsequently resumes such payments, the first payment following such discontinuance shall include the aggregate amount of all payments due to Plan Participants or their beneficiaries under the terms of the Plan for the period of such discontinuance, less the aggregate amount of any payments made to Plan Participants or their beneficiaries by Town in lieu of the payments provided for hereunder during any such period of discontinuance.

4. Payments to Town. Except as provided in Section 2(a) with respect to remittance to Town of withheld taxes and Section 3 hereof, after the Trust has become irrevocable, Town shall have no right or power to direct Trustee to return to Town or to divert to others any of the Trust assets before all payments of benefits have been made to Plan Participants and their beneficiaries pursuant to the terms of the Plan.

5. Investment Authority. Town, under the terms of the Plan, has the power to direct Trustee in the investment, reinvestment, or disposition of all the assets of the Trust. Trustee will invest the Trust assets and dispose of the Trust assets, only as directed in writing by Town or the designated investment manager or managers, as applicable. Town will have complete discretion

with respect to the investment of the Trust assets, and no Plan participant shall have any right to direct Trustee as to the investment of the Trust assets. Trustee will not be liable for any action taken or omitted by it pursuant to the written directions of Town. All rights associated with the assets of the Trust shall be exercised by Town or an investment manager, whichever has investment discretion over a particular asset, and shall in no event be exercisable by or at the discretion of Plan Participants. Trustee shall have no discretionary investment duties with respect to the Trust and shall not be responsible or liable for any reduction of value of any securities or other property held by the Trust.

6. Disposition of Income. During the term of this Trust, all income received by the Trust, net of expenses and taxes, shall be accumulated and reinvested.

7. Accounting by Trustee.

(a) Trustee shall keep accurate and detailed records of all investments, receipts, disbursements and all other transactions required to be made, including such specific records as shall be agreed upon in writing between Town and Trustee. Within ninety days following the close of each Town fiscal year, ending June 30, and within ninety days after the removal or resignation of Trustee, Trustee shall deliver to Town a written account of its administration of the Trust during such year or during the period from the close of the last preceding year to the date of such removal or resignation, setting forth all investments, receipts, disbursements and other transactions effected by it, including a description of all securities and investments purchased and sold with the cost or net proceeds of such purchases or sales (accrued interest paid or receivable being shown separately), and showing all cash, securities and other property held in the Trust at the end of such year or as of the date of such removal or resignation, as the case may be.

(b) All accounts, books and records relating to the Trust shall be open to inspection and audit at all reasonable times by any person designated by Town. All such accounts, books and records shall be preserved for such period as Trustee may determine consistent with applicable law, but Trustee may only destroy such accounts, books, and records after first notifying Town in writing of its intention to do so and providing Town at least ninety days to request that Trustee transfer any of such accounts, books, and records to Town.

(c) In the event of removal or resignation of Trustee, Trustee shall deliver to the successor trustee all records which shall be required by the successor trustee to enable it to carry out the provisions of this Trust Agreement.

(d) Trustee shall prepare and file such tax reports and other returns as Town and Trustee may from time to time agree in writing.

8. Responsibility of Trustee.

(a) Trustee shall act with the care, skill, prudence and diligence under the circumstances then prevailing that a prudent person acting in like capacity and familiar with such matters would use in the conduct of an enterprise of a like character and with like aims, provided, however, that Trustee shall incur no liability to any person for any action taken

pursuant to a direction, request or approval given by Town which is contemplated by, and in conformity with, the terms of the Plan or this Trust and is given in writing by Town. The Town has determined that the investment of assets in accordance with the terms of the Plan meets the requirements of the CT Uniform Prudent Investment Act as set forth in Connecticut General Statutes sections 45a-541 to 45a-511. In the event of a dispute between Town and a party, Trustee may apply to a court of competent jurisdiction to resolve the dispute.

(b) If Trustee undertakes or defends any litigation arising in connection with this Trust, Town agrees to indemnify Trustee against Trustee's costs, expenses and liabilities (including, without limitation, attorneys' fees and expenses) relating thereto and to be primarily liable for such payments. If Town does not pay such costs, expenses and liabilities in a reasonably timely manner, Trustee may obtain payment from the Trust.

(c) Trustee may consult with legal counsel (who may also be counsel for Town generally) with respect to any of its duties or obligations hereunder.

(d) Trustee may hire agents, accountants, actuaries, investment advisors, financial consultants or other professionals to assist it in performing any of its duties or obligations hereunder.

(e) Trustee shall have, without exclusion, all powers conferred on Trustees by applicable law, unless expressly provided otherwise herein, provided, however, that if an insurance policy is held as an asset of the Trust, Trustee shall have no power to name a beneficiary of the policy other than the Trust, to assign the policy (as distinct from conversion of the policy to a different form) other than to a successor trustee, or to loan to any person the proceeds of any borrowing against such policy.

(f) Notwithstanding any powers granted to Trustee pursuant to this Trust Agreement or to applicable law, Trustee shall not have any power that could give this Trust the objective of carrying on a business and dividing the gains therefrom, within the meaning of Section 301.7701-2 of the Procedure and Administrative Regulations promulgated pursuant to the Internal Revenue Code.

9. Compensation and Expenses of Trustee. Town shall pay all administrative expenses of the Trust and Trustee's fees and expenses as mutually agreed. If not so paid, the fees and expenses shall be paid from the Trust provided, however, Trustee shall not be paid out of the Trust unless either authorized to do so by Town or at least 90 days have elapsed since a claim for compensation or reimbursement was submitted to Town and Town has not objected to the claim.

10. Resignation and Removal of Trustee.

(a) Trustee may resign at any time by written notice to Town, which shall be effective thirty days after receipt of such notice unless Town and Trustee agree otherwise.

(b) Subject to modification of the Town Ordinance appointing the Trustee, Trustee may be removed by Town on thirty days' notice or upon shorter notice accepted by Trustee.

(c) Upon resignation or removal of Trustee and appointment of a successor trustee, all assets shall subsequently be transferred to the successor trustee. The transfer shall be completed within thirty days after receipt of notice of resignation, removal or transfer, unless Town extends the time limit.

(d) If Trustee resigns or is removed, a successor shall be appointed, in accordance with Section 11 hereof, by the effective date of resignation or removal under Section 10(a) or Section 10(b) of this section. If no such appointment has been made, Trustee may apply to a court of competent jurisdiction for appointment of a successor or for instructions. All expenses of Trustee in connection with the proceeding shall be allowed as administrative expenses of the Trust.

(e) In the event of such removal or resignation, Trustee shall duly file with Town a written account as provided in Section 7 for the period since the last previous annual accounting, listing Trust investments, receipts, disbursements and other transactions effected by the Trust not included in any previous account and indicating all cash, securities and other property held in Trust as of the date of such removal or resignation.

11. Appointment of Successor.

(a) If Trustee resigns or is removed in accordance with Section 10(a) or Section 10(b) hereof, Town in accordance with a duly adopted Ordinance, may appoint any third party, including a bank trust department or other party that may be granted corporate trustee powers under state law, as a successor to replace Trustee upon resignation or removal. The appointment shall be effective when accepted in writing by the new trustee, who shall have all of the rights and powers of the former Trustee, including ownership rights in the Trust assets. The former Trustee shall execute any instrument necessary or reasonably requested by Town or the successor trustee to evidence the transfer.

(b) The successor trustee need not examine the records and acts of any prior Trustee and may retain or dispose of existing Trust assets, subject to Section 7 and Section 8 hereof. The successor trustee shall not be responsible for and Town shall indemnify and defend the successor trustee from any claim or liability resulting from any action or inaction of any prior Trustee or from any other past event, or any condition existing at the time it becomes successor trustee.

12. Amendment or Termination.

(a) This Trust Agreement may be amended by a written instrument executed by Trustee and Town. Notwithstanding the foregoing, no such amendment shall conflict with the terms of the Plan or shall make the Trust revocable after it has become irrevocable in accordance with Section 1(b) hereof.

(b) The Trust shall not terminate until the date on which Plan Participants and their beneficiaries are no longer entitled to benefits pursuant to the terms of the Plan, unless sooner revoked in accordance with Section 1(b) hereof. Upon termination of the Trust any assets remaining in the Trust shall be returned to Town.

13. Indemnification.

(a) Town shall indemnify Trustee against, and agree to hold Trustee harmless from, all liabilities, damages, and costs (including reasonable attorneys' fees and expenses), relating to or arising out of the performance of Trustee's obligations under this Agreement, except to the extent resulting from Trustee's negligence, willful misconduct, lack of good faith, or breach of duties.

(b) Trustee shall indemnify Town against, and agree to hold Town harmless from, all liabilities, damages and costs (including reasonable attorneys' fees and expenses), relating to or arising out of the performance of Trustee's obligations under this Agreement resulting from Trustee's negligence, willful misconduct, lack of good faith or breach of duties.

14. Section 409A Compliance.

(a) If any provision of this Trust Agreement shall cause any amounts payable under the Plan to be subject to additional taxes and interest under Section 409A of the Code, such provision shall be ineffective without invalidating the remaining provisions hereof. Notwithstanding any provisions of this Trust Agreement or the Plan to the contrary: (i) this Trust Agreement and the Plan are intended to comply with Section 409A of the Code and the guidance issued thereunder, and shall be interpreted and construed accordingly; (ii) the assets of the Trust shall not be restricted in a manner that would result in a transfer of property under Section 409A(b)(2) or (3) of the Code; and (iii) no contribution to the Trust may be made during any "restricted period" within the meaning of Section 409A(b)(3) of the Code; provided, however, to the extent a contribution is made during any such restricted period, Trustee shall immediately return such contribution to Town upon written notice thereof from Town and take any other action requested by Town that is necessary or advisable to avoid a violation of Section 409A(b)(3) of the Code. Town shall notify Trustee in writing of the commencement of a restricted period. Trustee shall have no duty to inquire as to the existence of a change in the employer's financial health and/or a restricted period.

15. Miscellaneous.

(a) Any provision of this Trust Agreement prohibited by law shall be ineffective to the extent of any such prohibition, without invalidating the remaining provisions hereof.

(b) Benefits payable to Plan Participants and their beneficiaries under this Trust Agreement may not be anticipated, assigned (either at law or in equity), alienated, pledged, encumbered or subjected to attachment, garnishment, levy, execution or other legal or equitable process.

(c) This Trust Agreement shall be governed by and construed in accordance with the laws of Connecticut.

(d) Town and Trustee agree that no assets of Trust shall be located or transferred outside the United States.

(e) This Agreement and any related written fee agreement constitute the entire agreement with respect to the matters dealt with herein, and supersede all previous agreements, whether oral or written, and documents with respect to such matters.

(f) This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all of which together shall constitute but one and the same instrument and may be sufficiently evidenced by one set of counterparts.

(g) Any communication provided for in this Agreement must be given in writing and, unless the recipient has timely provided another address, addressed as set forth below:

If to Trustee:

ADDRESS: Pension Committee
Morris Community Hall
3 East Street
Morris, CT 06763

If to Town:

ADDRESS: First Selectman
Morris Community Hall
3 East Street
Morris, CT 06763

Such communication shall be deemed given if delivered personally, mailed (by registered or certified mail, return receipt requested), or sent by overnight courier service for next business day delivery, by facsimile transmission, or by electronic transmittal with return receipt, in each case, to the appropriate address for the applicable party. Such communication shall be effective immediately if delivered in person or by confirmed facsimile, upon the date acknowledged to have been received in return receipt, or upon the next business day if sent by overnight courier service.

(h) If one or more of the provisions of this Agreement is held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provisions had not been set forth herein.

(i) This Agreement will bind, and inure to the benefit of, Town, Trustee and their respective successors and assigns.

(j) This Agreement will not be deemed to create in any third party any rights or responsibilities with respect to the parties.

16. Effective Date. The effective date of this Trust Agreement shall be _____, 2021.

[SIGNATURE PAGE FOLLOWS]

**WARNING OF ANNUAL TOWN MEETING
TOWN OF MORRIS
Thursday, June 3, 2021 at 7:00 p.m.**

The electors of the Town of Morris and those persons eligible to vote in Town Meetings in said Town, are hereby warned and notified to meet in the Morris Community Hall, 3 East Street, Morris, Connecticut on Thursday, June 3, 2021 at 7:00 p.m. for the Annual Town Meeting for the following purposes:

1. To elect one (1) regular member to the Regional School District No. 6 Board of Education for a term of 7/1/21 – 6/30/24.
2. To elect one (1) regular member to the Regional School District No. 6 Board of Education to fill a term ending 6/30/22.
3. To elect one (1) regular member to the Morris Housing Authority for a term of 7/1/21 – 6/30/26.
4. To elect one (1) regular member to the Morris Housing Authority to complete a term ending 6/30/25.
5. To authorize the Board of Selectmen to enter into agreements with the State of Connecticut and/or Government of the United States of America to apply for and accept any grants that may become available and to expend funds for fiscal year 2021-2022; provided, however no expenditure of Town funds may be made without approval of the Board of Finance for the fiscal year commencing July 1, 2021.
6. To consider and act upon the Town Budget in the total amount of \$9,104,916 as recommended by the Board of Finance for the Fiscal Year commencing July 1, 2021.
7. As recommended by the Board of Finance, to appropriate a sum not to exceed \$231,416.29, of which \$76,416.29 shall be from Capital Non-Recurring and \$155,000.00 shall be from fund balance, for the purchase of a 2022 Mack Granite 42FR dump truck.

(Copies of the town budget are available in the Town Clerk's Office and online at the Town's website at www.townofmorrisct.com)

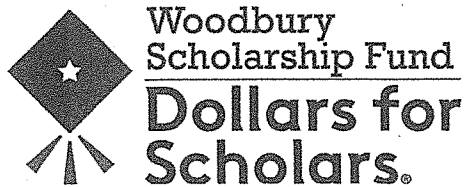
Morris, Connecticut this 25th day of May, 2021.

Thomas Weik, First Selectman

Erica Dorsett, Selectman

Vincent Aiello, Selectman

Masks will be required only of those who are both unvaccinated and cannot maintain a safe distance from others under Executive Order 12.



May10, 2021

Mr. Tom Weik
First Selectman, Town of Morris
3 East St.
Morris, CT 06763

Subject: Woodbury Scholarship Fund Dollars for Scholars Go the Distance for Scholars Bike Ride

Dear Mr. Weik,

Once again, I'm writing to ask for your approval for town road usage for our annual Go the Distance for Scholars fundraiser on September 25, 2021. This event includes bike rides in the towns surrounding Woodbury with routes including road sections in Morris; routes your office has approved since our first event in 2011.

We have two groups of riders, one group on a 50 mile course and another on a 25 mile course. Note this is a recreational ride (not a race) and has traditionally attracted less than 80 riders.

The 50-mile course enters Morris on Route 202 from Washington near the Mt. Tom State Park entrance continuing through a road section in Morris and reentering Litchfield on Rt. 202 just before turning right onto Looking Glass Hill Road. From there Looking Glass Hill Road dips south into Morris again, then back into Litchfield before turning south again onto West Morris Road. Based on typical rider speeds we predict riders will enter Morris on Route 202 as early as 10:15 A.M. and leave Morris on South St. (Rt. 61) as late as 11:15 AM.

Our 25 Mile Ride course enters Morris from Washington on Route 109 as early as 9:50 AM and leaves Morris on South St. (Rt. 61) as late as 10:35 AM.

Due to the distance from the start in Woodbury, riders passing on Morris roads will typically be in small groups having limited impact on auto traffic. Attached for your reference are a registration form with event details, a map showing the event routes, an insurance certificate naming Morris as included in our liability insurance, and a rider safety plan.

Please acknowledge your approval by signing below and returning a copy via email to cam_gardella@msn.com as soon as possible. The State DOT requires we receive town approval for use of stated town road segments prior to their approval of complementing state road segments.

Thank you for your support.

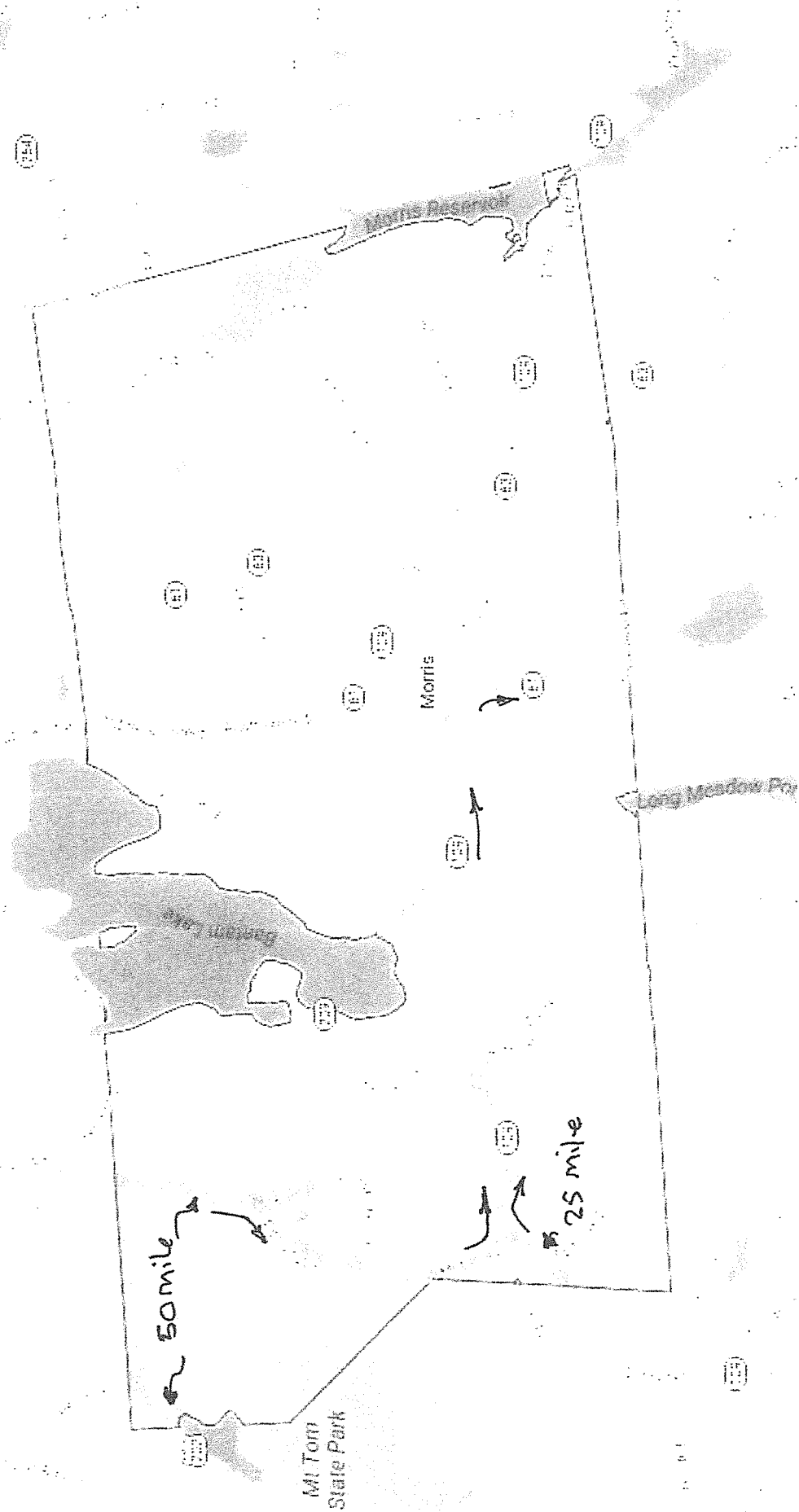
A handwritten signature in cursive script that reads "Cam Gardella".

Cam Gardella
Event Volunteer, Woodbury Scholarship Fund Dollars for Scholars
Tele; 203 263 4952 (203 233 1517) email: cam_gardella@msn.com

The undersigned approves use of roads in Litchfield noted above for the Go the Distance events on September 25, 2021

Signature _____ Title _____ Date _____

Go the Distance for Scholars
Woodbury Scholarship Fund Dollars for Scholars
50 & 25 mile Rides in Morris



ENGINEERING SERVICES FOR
EAST SHORE ROAD BRIDGE
MORRIS, CONNECTICUT

May 13, 2021

SCOPE OF SERVICES

PROJECT UNDERSTANDING AND APPROACH

This project consists of the replacement of East Shore Road Bridge. East Shore Road is located in the central portion of Morris and generally runs north-south along the east side of Bantam Lake. Bridge No. 086006 carries East Shore Road over Whittlesey Brook which then flows about 900 feet into the southeast corner of Bantam Lake. The Town Boat Launch access road is about 500 feet to the north and the Morris Town Beach access road is immediately to the south of the bridge crossing. The proposed replacement structure will consist of twin R,C,P'S with straight headwalls or headwalls with flared wingwalls. Metal beam approach guiderail, (type R-B 350), span type II will span the new culvert eliminating the need for parapets and bridge rail.

PHASE I PRELIMINARY DESIGN PHASE

TASK 1 HYDROLOGY/HYDRAULICS

A. HYDROLOGY

There are no FEMA flows computed for Whittlesey Brook in the Flood Insurance Study for the Town of Morris. The 10 to 500-year flows were computed using the United States Geological Survey (USGS) StreamStats computer program.

B. HYDRAULICS

In order to determine the flow parameters at the bridge, we will perform a hydraulic analysis of the Whittlesey Brook at the East Road Bridge crossing. A hydraulic analysis of the existing, natural and proposed conditions will be necessary for this project. Cardinal Engineering will design the proposed structure using FHWA's HY-8 computer model. A brief hydraulic report summarizing the analysis and recommendations will be prepared. The DOT design criteria require the replacement structure to pass the 100-year design flow, with one foot of freeboard at the roadway low point. There is no FEMA hydraulic model at this bridge.

TASK 2 PRELIMINARY DESIGN

Preliminary design will culminate in the submittal of a 30% design package consisting of 1" = 20' scale preliminary roadway design drawing and 1" = 20' scale structure design drawings, outlining the layout and general conditions for the preferred roadway alignment and proposed structure. The 30% design package will be submitted to the DOT in accordance with the requirements of the State Local Bridge Program. The 30% plans will also be submitted to the utility companies to verify that all existing utilities have been properly depicted on the plans and any conflicts or required relocations have been identified. It is assumed that any required utility relocations will be performed by the respective utility companies.

A. STRUCTURE

The bridge width, face of curb/rail to face of curb/rail, currently (2) 11-foot lanes, shall increase to (2) 12-foot lanes across the bridge, or as coordinated with the Town of Morris. The roadway width shall be tapered as required to match the existing roadway width at the project limits.

The preliminary design of the bridge replacement will include the preparation of the 30 percent structural plans. The designer will coordinate the design activities with the Town of Morris. Standard Connecticut Department of Transportation Details and Town of Morris Standard Details will be incorporated if applicable.

The structural design of the proposed twin R.C.P.'s assumes the use of cast in place elements for the substructure, such as headwalls and wingwalls.

The structural plans will show the proposed geometric layout, bridge cross-section, bridge elevation and proposed grading. It is assumed that standard construction methods and procedures will be sufficient and no unusual foundation designs will be required. Included with the preliminary design submission will be a preliminary construction cost estimate.

B. ROADWAY

The roadway will be reconstructed within the limits necessary to construct the new bridge, as noted in the Preliminary Engineering Report. No roadway drainage improvements are included in the proposed scope nor are any anticipated in the design. The roadway surface shall match the existing elevations.

Cardinal Engineering will prepare plan and profile drawings of the proposed horizontal and vertical alignment, including centerline geometry, pavement transitions, guide railing and cut and fill lines. A typical roadway section and a preliminary estimate of the construction quantities and cost will be developed for the roadway.

C. SOIL BORINGS AND GEOTECHNICAL EVALUATION

Cardinal Engineering will provide all services involving the field investigation of existing soils and development of design requirements of the roadway and structure. Four (4) soil borings will be performed at the bridge location and the information obtained will be used for the design. The costs of the soil borings are included as a direct cost in this proposal.

TASK 3 ENVIRONMENTAL PERMITTING

An Environmental Review Request form and supporting documents will be submitted to the DOT. Also, the State Historic Preservation Office (SHPO) and the two Tribal Historic Preservation Offices in Connecticut (THPO) will be contacted.

It is assumed that the following regulatory approvals will be required:

A. LOCAL INLAND WETLAND PERMIT

Cardinal Engineering will retain the services of a certified soil scientist to delineate State and Federal wetland boundaries which will be field located, plotted and used during the design phase. It is anticipated that wetland functions and values evaluations will be required for an ACOE permit. The costs of the wetlands delineation and evaluation are included as a direct cost in this proposal.

When the plans are approximately 30% complete and preliminary design is approved, Cardinal Engineering Associates will prepare the permit and provide one set of plans for the Town of Morris to submit the application to the Inland Wetland Commission. Cardinal will attend one IWC meeting. Any concerns brought up by the Commission will be addressed and incorporated into the design as necessary.

B. LOCAL PLANNING AND ZONING PERMIT

The Town of Morris will obtain local planning and zoning approval. Cardinal will prepare the necessary documents and one set of plans will be submitted to the Town for the Planning & Zoning permit. *A State Flood Management Certification will not be required and is not included in this Scope of Services.* Only local flood management approval will be required.

C. U.S. ACOE APPLICATION

It is assumed that this project will require a Individual Application (Category II) due to the size of the drainage area and the assumed structure type being a twin R.C.P.'s with natural infill bottom. It is also assumed that the project will be presented at the monthly DOT-DEEP-ACOE Managers' Meeting in order to qualify for the Individual Permit.

D. CT DEEP FISHERIES COORDINATION

Cardinal Engineering will coordinate the proposed design with DEEP Fisheries, as necessary. This scope assumes no special design considerations will be required.

E. NATURAL DIVERSITY DATA BASE (NDDB)

The Connecticut DEEP NDDB map dated December 2017 has been reviewed and there are no areas of concern shown in the vicinity of the proposed project. Cardinal will prepare a NDDB Review Request and submit it to CT DEEP for a final determination.

Recent regulations regarding the protection of the endangered Northern Long-Eared Bat require a Tree-Cutting Time of Year Restriction between April 15 and August 31, in the Town of Morris. Cardinal will

coordinate with US Fish & Wildlife Service to verify that the project area is not within one mile of designated bat hibernacula, which would require additional restrictions.

For the purpose of this scope of work, it is assumed that no additional studies or special design will be required by DEEP or USFWS. If additional studies are required it will be considered extra work. All permit fees will be paid for by the Town.

TASK 4 PREPARE STATE LOCAL BRIDGE FUNDING APPLICATION

COMPENSATION

The following is a breakdown of the fee estimate:

PHASE I - PRELIMINARY DESIGN PHASE

TASK 1 HYDROLOGY/ HYDRAULICS

For all services under this Section, the Lump Sum Fee of \$ 3,500.00

TASK 2 PRELIMINARY DESIGN

For all services under this Section, the Lump Sum Fee of \$ 17,500.00

TASK 3 ENVIRONMENTAL PERMITTING

For all services under this Section, the Lump Sum Fee of \$ 7,500.00

TASK 4 PREPARE STATE LOCAL BRIDGE FUNDING APPLICATION

For all services under this Section, the Lump Sum Fee of \$ 1,500.00

TOTAL \$ 30,000.00

DIRECT COST ITEMS

▪ Soil Borings and Soil Testing (est.) \$ 3,500.00

TOTAL PRELIMINARY DESIGN FEE AND ESTIMATED DIRECT COSTS \$33,500.00

Assumptions:

- 1- The proposed replacement structure will consist of twin R.C.P.'s with straight headwalls or headwalls with flared wingwalls. Metal beam approach guiderail, (type R-B 350), span type II will span the new culvert eliminating the need for parapets and bridge rail.

Very truly yours,

CARDINAL ENGINEERING ASSOCIATES, INC.


Timothy M. Cermola, Vice-President

APPROVED: TOWN OF MORRIS

By: _____

MORRIS FIRST SELECTMAN
MORRIS COMMUNITY HALL
3 East Street
Morris, Connecticut 06763

Application Form for Peddlers/Canvassers/Solicitors and Vendors
License Application Fee - \$25.00

Dates of Business/Activity: _____ to _____

Location of Business/Activity: _____

Name of Applicant: _____

Address: _____

Telephone: Home _____ Business _____

Previous Address: _____

Date of Birth: _____ Place of Birth: _____

Sex: _____ Age: _____ Height: _____ Eyes: _____ Glasses: _____

Race: _____ Mustache/Beard: _____ Hair color: _____

DRIVER'S LICENSE ID#: _____ State: _____

COMPANY INFORMATION

Firm Applicant Represents: _____

Employer: _____

Address: _____

Applicant's Supervisor: _____

Supervisor's Telephone: _____

BANK INFORMATION

Bank Account with: _____ Account #: _____

Years Associated with Bank: _____

VEHICLES INFORMATION – VEHICLES TO BE USED:

Make: _____ Model: _____ Color: _____

Make: _____ Model: _____ Color: _____

State Tax Permit #: _____ Federal Tax Permit #: _____
ZEO Approval: _____ Health District Approval: _____
State Consumer Protection Agency: _____

BOND/INSURANCE Posted: _____ Receipt #: _____
APPLICATION FEE: _____ Receipt #: _____

Property Owner Signature: _____ Date signed: _____
Signature of Applicant: _____ Date signed: _____
Signature of Police Chief: _____ Date signed: _____

Have you ever been arrested? _____ *If answer is yes, please attach a sheet to this application giving full details.

Please give a brief description of business/activity service to be rendered or goods to be sold:

** Please provide at least two notarized letters from Connecticut residents who are property owners and will be able to verify to the applicants good character. (This requirement may be waived at the discretion of the Police Chief).

PHOTOGRAPH

FINGERPRINTS

** Photograph/Fingerprints may be waived at the discretion of the Police Chief.

PERMIT FEE SCHEDULE

1. APPLICATION FEE NON-REFUNDABLE \$25.00
SECTION 8. (a) (If requirements of section 8(b)
are met a veteran's exemption may apply.)
2. PEDDLERS/HAWKERS FEE \$200.00
ONE (1) YEAR RENEWABLE \$17.00 PER MONTH
SECTION 19 (b)
3. CANVASSERS/SOLICITORS FEE \$250.00
ONE (1) YEAR RENEWABLE \$21.00 PER MONTH
SECTION 19 (c)
BOND OF \$500 REQUIRED - SECTION 4(g)
4. VENDORS FEE \$150.00
ONE (1) YEAR RENEWABLE \$ 13.00 PER MONTH
SECTION 19 (d)
5. BOND \$500.00
REQUIRED ONLY ON #3 ABOVE SECTION 4 (g) & (h)
6. WEEK-END PERMIT FEE \$ 15.00 PER WEEK-
END

Each year if you do not pay for a whole year, you must pay \$25.00 application fee.

Must meet with the First Selectman before permit will be issued.

Revised April 18, 2000)

COLLECTION INFORMATION AS OF APRIL 30, 2021
MEMO FROM TAX COLLECTOR'S OFFICE

2019 Grand List Collection Information

Beginning Tax Levy		8,529,745.74	✓
Adjusted Tax Levy (as of month end)		8,613,531.14	
Current Year Collections (as of month end)	**	8,469,665.04	
Current year collection rate - collected vs. tax levy =		98.33%	
Budgeted collections – taxes		8,365,361.00	
Budgeted collections – back taxes		75,000.00	
Budgeted collections – interest & lien fees		45,400.00	
Total budgeted collections		<u>8,485,761.00</u>	
Total collections (includes interest & taxes & fees)	***	8,619,771.47	
Collection rate - collected vs. total budgeted =		101.58%	
Refunds paid & unpaid		33,520.63	
Total collections less refunds (paid & unpaid)		8,586,250.84	
Collection rate - collected less refunds vs total budgeted		101.18%	

* Please note that I have changed
this number back to actual
starting balance is budgeted.

**FISCAL YEAR 2020/2021
TOWN OF MORRIS
TAX COLLECTOR'S REPORT
FOR YEAR TO DATE**

Grand List Year	Uncollected Taxes July 1, 2018	Current Levy	Lawful Corrections		Transfers to Suspense	Adjusted Taxes Collectible	Collections			Uncollected Taxes w/o Refunds 30-Apr-21		Prior F/Y's Refunds	Refunds			Refunds unpaid Month end
			Additions	Deductions			** Taxes	Interest	Total				Over-payments	Adjustments Generating	Writeoffs	
2019	124,888.99	8,529,745.74	96,759.35	11,538.05	-	8,614,967.04	8,469,665.04	16,736.48	8,486,401.52	145,302.00	-	-	13,531.65	2,155.81	-	1,306.38
2018	124,888.99		4.31	146.89	-	124,746.41	85,055.65	16,236.42	101,292.07	39,690.76	784.64	-	-	814.89	54.31	1,097.70
2017	38,495.54		-	-	-	38,495.54	18,577.87	5,583.69	24,161.56	19,917.67	1,769.32	-	-	-	417.70	5.22
2016	19,057.42		-	0.82	-	19,056.60	6,319.86	2,703.05	9,022.91	12,736.74	1,189.58	-	-	-	671.68	-
2015	14,367.53		0.22	125.79	-	14,241.96	2,464.23	2,157.88	3,276.26	11,777.73	619.77	-	-	-	586.04	517.90
2014	7,636.40		-	148.78	-	7,487.62	3,250.69	462.44	3,713.13	4,236.93	377.40	-	-	-	-	33.73
2013	699.38		-	133.61	1,278.79	1,844.56	1,409.14	1,081.94	2,491.08	435.42	-	-	-	-	-	377.40
2012	1,097.52		-	-	-	1,097.52	-	-	-	1,097.52	2,210.59	-	-	-	2,210.59	-
2011	4,063.99		-	-	-	4,063.99	-	-	-	4,063.99	-	-	-	-	-	-
2010	1,251.48		-	-	-	1,251.48	44.58	86.30	130.88	1,206.90	-	-	-	-	-	-
2009	1,392.32		-	-	-	1,392.32	196.92	375.52	572.44	1,195.40	-	-	-	-	-	-
2008	1,334.58		-	-	-	1,334.58	-	-	-	1,334.58	-	-	-	-	-	-
2007	413.43		-	-	-	413.43	-	-	-	413.43	-	-	-	-	-	-
2006	917.96		-	-	-	917.96	-	-	-	917.96	-	-	-	-	-	-
2005			-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total	215,616.54	8,529,745.74	96,763.88	12,093.94	1,278.79	8,831,311.01	8,586,983.98	45,423.72	8,631,061.85	244,327.03	6,951.30	13,531.65	2,970.70	3,940.32	15,484.00	4,029.33

COLLECTION FEES
MARSHAL FEES
ADMIN FEES
LIEN FEES

TOTAL COLLECTIONS TO DATE

-	44.00	44.00
-	321.00	321.00
8,586,983.98	45,788.72	8,631,426.85
(15,484.00)	Refunds	(15,484.00)
8,571,499.98	Total Coll.	8,615,942.85 ***
Taxes Only All Collections		

15,484.00 4,029.33