

Town of Morris
Board of Selectmen
Regular Meeting Agenda

May 2, 2023, 4:30 PM

Hybrid Meeting
Morris Community Hall
Morris, CT
Join Zoom Meeting

<https://us02web.zoom.us/j/84766117005?pwd=TTRiNGNhUWUwTnhYNmhFazZVNk81QT09>

Meeting ID: 847 6611 7005
Passcode: 440546

Dial by your location
+1 929 205 6099 US (New York)

1. Call to order
2. Regular Meeting Minutes April 4, 2023
3. Regular Meeting Minutes April 18, 2023
4. Small Cities Program Resolution
5. Waive permits and fees
6. MOU – NW Hills Regional Opioid Response Fund
7. DOT Master Municipal Agreement
8. Appointments
9. Refunds/Abatements
10. Correspondence
11. Public Comment
12. Adjourn

Town of Morris
Board of Selectmen
Hybrid Meeting
Regular Meeting Minutes
Tuesday, April 4, 2023
Morris Community Hall

Board Members Present: Tom Weik, Erica Dorsett

- I. Call to Order by Tom Weik at 4:33 p.m.
- II. **Motion** made by Erica Dorsett to approve Regular Meeting Minutes of March 21, 2023. Tom Weik seconded. **Motion carried.**
- III. **Motion** made by Erica Dorsett for solar array tax exemption. (see statute attached). Tom Weik seconded. **Motion carried.**
- IV. **Motion** made by Erica Dorsett to approve the following Abatement/Refund of property taxes as recommended by Tax Collector, Rebecca Juchert-Derungs in the total amount of \$670.71 to the following: Adilji Adilj - \$580.61; Ronald Petronis - \$90.10. Tom Weik seconded. **Motion carried.**
- V. **Motion** made by Erica Dorsett to adjourn at 4:37 p.m. Tom Weik seconded. **Motion carried.**

Respectfully submitted,
Laurel Gillotti, Executive Assistant

Town of Morris

Board of Selectmen

Hybrid Meeting

Regular Meeting Minutes

Tuesday, April 18, 2023

Morris Community Hall

Board Members Present: Tom Weik, Vinnie Aiello

- I. Call to Order by Tom Weik at 4:30 p.m.
- II. It was agreed to table Regular Meeting Minutes of April 4, 2023 until next meeting.
- III. **Motion** made by Vinnie Aiello to approve the 20th Annual Tour of the Litchfield Hills charity bicycle ride and give authorization to use Route 202 on Sunday, August 6, 2023. Tom Weik seconded. **Motion carried.**
- IV. **Motion** made by Vinnie Aiello to reappoint Susan Vontell to Torrington Area Health District for a term 4/6/23 – 4/5/26. Tom Weik seconded. **Motion carried.**
- V. **Motion** made by Vinnie Aiello to add 5a. Sandy Beach lease extension and 5b. Homeland Security Grant Resolution to agenda. Tom Weik seconded. **Motion carried.**

Motion made by Vinnie Aiello to allow First Selectman to sign Sandy Beach Lease Extension until 6/30/23 to allow for approval of the IMA and agreement on the terms of a new lease. Tom Weik seconded. **Motion carried.**

Motion made by Vinnie Aiello to approve resolution authorizing the First Selectman to apply for the State of Connecticut Department of Emergency Services and Public Protection, Division of Emergency Management and Homeland Security grant. Tom Weik seconded. **Motion carried.**
- VI. **Motion** made by Vinnie Aiello to adjourn at 4:39 p.m. Tom Weik seconded. **Motion carried.**

Respectfully submitted,
Laurel Gillotti, Executive Assistant

CERTIFIED RESOLUTION OF APPLICANT

SMALL CITIES PROGRAM

Certified a true copy of a resolution adopted by the Town of Morris at a meeting of its Board of Selectmen on May 2, 2023 and which has not been rescinded or modified in any way whatsoever.

Laura Halloran, Town Clerk

(Date) _____

(SEAL)

WHEREAS, Federal monies are available under the Connecticut Small Cities Community Development Block Grant Program, administered by the State of Connecticut, Department of Housing pursuant to Public Law 93 -3 83, as amended; and,

WHEREAS, pursuant to Chapter 127c, and Part VI of Chapter 130 of the Connecticut General Statutes, the Commissioner of Housing is authorized to disburse such Federal monies to local municipalities; and,

WHEREAS, it is desirable and in the public interest that the Town of Morris make application to the State for up to \$500,000.00 in order to undertake a Small Cities Community Development Program and to execute an Assistance Agreement therefore, should one be offered.

NOW, THEREFORE, BE IT RESOLVED BY THE Board of Selectmen of the Town of Morris:

1. That it is cognizant of the conditions and prerequisites for State Assistance imposed by Part VI of Chapter 130 of The Connecticut General Statutes; and,
2. That the filing of an application by the Town of Morris in an amount not to exceed \$500,000.00 is hereby approved, and that the First Selectman of the Town of Morris is hereby authorized and directed to file such Application with the Commissioner of the Department of Housing, to provide such additional information, to execute such other documents as may be required by the Commissioner, to execute an Assistance Agreement with the State of Connecticut for State financial assistance if such an Agreement is offered, to execute any amendments, rescissions, and revisions thereto, and to act as the authorized representative of the Town of Morris.

MEMORANDUM OF UNDERSTANDING

NORTHWEST HILLS REGIONAL OPIOID RESPONSE FUND

The Northwest Hills Planning Region will establish a Regional Opioid Response Fund (RORF) that will be funded by National Opioid Settlement dollars that have been received by participating member towns. This Memorandum of Understanding (MOU) is to enable implementation of the Regional Opioid Response Fund in the towns of _____ (collectively "Towns") and is made this _____ day of March 2023 by and between the Towns and the NHCOG.

1. Fund

The fund will be used to collectively achieve a greater impact to mitigate the negative effects of the opioid epidemic by facilitating a sustainable and equitable regional approach to financing and implementing evidence-based strategies and harm-reduction programs, as well as providing financial assistance to individuals and families seeking opioid treatment and interventions.

2. Location of Fund

The fund will be located at NHCOG.

3. Responsibilities

As host of the fund, NHCOG will administer funding for approved opioid response-related services, as well as maintain general accounting practices of the fund. NHCOG will convene a committee of mental health and substance use providers to ensure that requests for project or service funding align with evidence-based strategies and/or identified best practices.

4. Resolution of Disputes

The NHCOG shall be responsible for resolving any disputes over the terms of this MOU.

5. Meetings

The participating towns agree to meet as needed to discuss issues as they arise.

6. Obligation to Use Fund

The participating municipalities shall not be obligated to use the RORF. This MOU does not impose any limitations on the participating town's right to purchase or contract for any opioid response services.

7. Termination

If a municipality decides to withdraw from the RORF, the municipality shall give the NHCOG thirty days written notice of their intent to terminate this MOU and withdraw from the RORF.

8. Amendment

The terms of this Agreement may be amended from time to time as deemed necessary by the NHCOC, and towns participating in the RORF.

9. Counterparts

This Agreement may be executed in any number of counterparts and by the different parties hereto in separate counterparts, each of which shall be an original but all of which shall together constitute one and the same instrument.

The undersigned Chief Elected Official and NHCOC member hereby agrees to the terms and conditions of this Memorandum of Understanding, and agrees to participate in the Northwest Hills Regional Opioid Response Fund. The term of this Agreement shall be in effect from July 1, 2023 through June 30, 2025 and may be extended upon approval of the participating towns.

**AMENDMENT NO. 1
TO THE
MASTER MUNICIPAL AGREEMENT FOR CONSTRUCTION PROJECTS**

THIS AMENDMENT NO.1 TO THE MASTER MUNICIPAL AGREEMENT FOR CONSTRUCTION PROJECTS ("Amendment No. 1") is entered into by and between the STATE OF CONNECTICUT DEPARTMENT OF TRANSPORTATION ("DOT") and the TOWN OF MORRIS ("Municipality"). The DOT and the Municipality may each be referred to individually as a "Party," and collectively as the "Parties").

WHEREAS, the Parties entered into Agreement No. 05.14-03(13) dated June 24, 2013 ("Master Agreement") setting forth the responsibilities of the Parties relative to the ongoing administration and funding of municipal projects to construct roadways and other transportation-related facilities and structures that are eligible for government financial assistance over the duration of a ten-year term, expiring June 23, 2023;

WHEREAS, the Parties are preparing an updated master municipal agreement for construction projects to go in effect in succession to the Master Agreement;

WHEREAS, the Parties wish to extend the term of the Master Agreement until the effective date of the successor agreement to ensure there is no lapse in ability to issue PALs for projects; and

WHEREAS, the Commissioner is authorized to enter into this Amendment No. 1 pursuant to § 13a-98i and § 13a-165 of the Connecticut General Statutes.

NOW, THEREFORE, in consideration of the foregoing, the Parties agree as follows:

1. All capitalized terms used and not otherwise defined in this Amendment No. 1 shall have the meanings ascribed to them in the Master Agreement.
2. This Amendment No. 1 shall become effective upon execution by the Parties.
3. The Term of the Master Agreement shall extend for one (1) year through June 23, 2024, or until the effective date of the successor agreement, whichever occurs earlier ("Extension Term").
4. If the Parties do not finalize a successor agreement by June 23, 2024, the Agreement shall expire. While in-progress PALs will remain in effect pursuant to Section 13.4(a), no new PALs shall be issued to the Municipality.
5. The Municipality shall comply with the State of Connecticut Required Provisions attached to this Amendment No. 1 and hereby incorporated into the Master Agreement as Schedule N.

6. All other terms and conditions of the Master Agreement not explicitly modified in this Amendment No.1 remain in full force and effect.

The Parties execute this Amendment No. 1 by their duly authorized representatives on the date indicated.

**STATE OF CONNECTICUT, DEPARTMENT OF TRANSPORTATION
GARRETT EUCALITTO, COMMISSIONER**

By: _____
Scott A. Hill, P.E.
Bureau Chief
Bureau of Engineering & Construction
Duly Authorized

Date

TOWN OF MORRIS

By: _____
Thomas Weik
First Selectman
Duly Authorized

Date

Schedule N

STATE OF CONNECTICUT REQUIRED PROVISIONS

For the purposes of this Schedule, references to “contract” or “Contract” mean the Master Agreement, and references to “contractor” or “Contractor” mean the Municipality.”

1. Audit Clause. Audit Requirements. For purposes of this paragraph, the word "contractor" shall be deemed to mean "nonstate entity," as that term is defined in Section 4-230 of the Connecticut General Statutes. The contractor shall provide for an annual financial audit acceptable to CTDOT for any expenditure of state-awarded funds made by the contractor. Such audit shall include management letters and audit recommendations. The State Auditors of Public Accounts shall have access to all records and accounts for the fiscal year(s) in which the award was made. The contractor will comply with federal and state single audit standards as applicable.

2. Whistleblowing. This Contract may be subject to the provisions of Section 4-61dd of the Connecticut General Statutes. In accordance with this statute, if an officer, employee or appointing authority of the Contractor takes or threatens to take any personnel action against any employee of the Contractor in retaliation for such employee's disclosure of information to any employee of the contracting state or quasi-public agency or the Auditors of Public Accounts or the Attorney General under the provisions of subsection (a) of such statute, the Contractor shall be liable for a civil penalty of not more than five thousand dollars for each offense, up to a maximum of twenty per cent of the value of this Contract. Each violation shall be a separate and distinct offense and in the case of a continuing violation, each calendar day's continuance of the violation shall be deemed to be a separate and distinct offense. The State may request that the Attorney General bring a civil action in the Superior Court for the Judicial District of Hartford to seek imposition and recovery of such civil penalty. In accordance with subsection (f) of such statute, each large state contractor, as defined in the statute, shall post a notice of the provisions of the statute relating to large state contractors in a conspicuous place which is readily available for viewing by the employees of the Contractor.

3. Executive Orders and Other Enactments

As of the Effective Date of Amendment No. 1, Section 1 of Schedule K is deleted in its entirety and replaced with the following provision:

All references in this Contract to any Federal, State, or local law, statute, public or special act, executive order, ordinance, regulation or code (collectively, “Enactments”) shall mean Enactments that apply to the Contract at any time during its term, or that may be made applicable to the Contract during its term. This Contract shall always be read and interpreted in accordance with the latest applicable wording and requirements of the Enactments. Unless otherwise provided by Enactments, the Contractor is not relieved of its obligation to perform under this Contract if it chooses to contest the applicability of the Enactments or CTDOT’s authority to require compliance with the Enactments.

This Contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of this Contract as if they had been fully set forth in it.

This Contract may be subject to (1) Executive Order No. 14 of Governor M. Jodi Rell, promulgated

April 17, 2006, concerning procurement of cleaning products and services; and (2) Executive Order No. 61 of Governor Dannel P. Malloy promulgated December 13, 2017 concerning the Policy for the Management of State Information Technology Projects, as issued by the Office of Policy and Management, Policy ID IT-SDLC-17-04. If any of the Executive Orders referenced in this subsection is applicable, it is deemed to be incorporated into and made a part of this Contract as if fully set forth in it.

4. Consulting Agreements Representation. Pursuant to section 4a-81 of the Connecticut General Statutes, the person signing this Contract on behalf of the Contractor represents, to their best knowledge and belief and subject to the penalty of false statement as provided in section 53a-157b of the Connecticut General Statutes, that the Contractor has not entered into any consulting agreements in connection with this Contract, except for the agreements listed below or in an attachment to this Contract. "Consulting agreement" means any written or oral agreement to retain the services, for a fee, of a consultant for the purposes of (A) providing counsel to a contractor, vendor, consultant or other entity seeking to conduct, or conducting, business with the State, (B) contacting, whether in writing or orally, any executive, judicial, or administrative office of the State, including any department, institution, bureau, board, commission, authority, official or employee for the purpose of solicitation, dispute resolution, introduction, requests for information, or (C) any other similar activity related to such contracts. "Consulting agreement" does not include any agreements entered into with a consultant who is registered under the provisions of chapter 10 of the Connecticut General Statutes as of the date such contract is executed in accordance with the provisions of section 4a-81 of the Connecticut General Statutes.

Consultant's Name and Title

Name of Firm (if applicable)

Start Date

End Date

Cost

The basic terms of the consulting agreement are:

Description of Services Provided:

Is the consultant a former State employee or former public official?

☐ YES

☐ NO

If YES:

Name of Former State Agency

Termination Date of Employment