



Town of Morris

Board of Selectmen

Special Meeting Agenda

December 4, 2023, 4:30 PM

Hybrid Meeting  
Morris Community Hall  
Morris, CT

Join Zoom Meeting

<https://us02web.zoom.us/j/85948649547?pwd=TXI1Q0RhL2J3b2d1UFc4K0k5Q2ZLQT09>

Meeting ID: 859 4864 9547

Passcode: 909336

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

1. Call to order
2. Regular Meeting Minutes November 21, 2023
3. Sandy Beach Lease
4. Transfer Station Fees
5. Ordinances – Transfer Station and Noise
6. Refunds/Abatements
7. Appointments
8. Adjourn

Town of Morris

Board of Selectmen

Hybrid Meeting

Regular Meeting Minutes

Tuesday, November 21, 2023

Morris Community Hall

Board Members Present: Tom Weik, Denise Weik, Vinnie Aiello

- I. Call to Order by Tom Weik at 4:30 p.m.
- II. **Motion** made by Vinnie Aiello to approve Regular Meeting Minutes of November 7, 2023. Tom Weik seconded. **Motion carried.**
- III. **Motion** made by Vinnie Aiello to approve the following Abatement/Refund of property taxes as recommended by Tax Collector, Rebecca Juchert-Derungs in the total amount of \$690.95 to the following: Hyundai Lease Titling Trust - \$366.74; Ally Financial & Louisville PPC - \$324.21. Denise Weik seconded. **Motion carried:** unanimous.
- IV. **Motion** made by Vinnie Aiello to reappoint Ron Shaffer to the Economic Development Commission for a term 12/1/23 – 11/30/26. Denise Weik seconded. **Motion carried:** unanimous.  
  
**Motion** made by Vinnie Aiello to add 5a. Transfer Station Fee Schedule, 5b. Munson house Food Pantry discussion to agenda. Denise Weik seconded. **Motion carried:** unanimous.
- V. **Motion** made by Vinnie Aiello to adjourn at 5:06 p.m. Denise Weik seconded. **Motion carried:** unanimous.

Respectfully submitted,  
Laurel Gillotti, Executive Assistant

**THIS INDENTURE** made as of the \_\_\_\_\_ day of \_\_\_\_\_, 2023, by and between **THE WHITE MEMORIAL FOUNDATION, INC.**, a corporation without capital stock, organized and existing under the laws of the State of Connecticut and having an office and place of business in the Town and County of Litchfield, and State of Connecticut; hereinafter called "Landlord", acting herein by its President, hereunto duly authorized, and the **TOWN OF MORRIS** and the **TOWN OF LITCHFIELD**, both municipal corporations located in the County of Litchfield and State of Connecticut, acting herein by their First Selectmen and the **SANDY BEACH COMMISSION**, an intermunicipal commission formed by the Towns of Litchfield and Morris, acting by its Chairman, all, hereunto duly authorized, called "Tenant".

**WITNESSETH**, that:

The Landlord has let to Tenant and the Tenant has leased from the Landlord the following described premises, to wit:

A certain piece or parcel of land with all improvements located thereon, situated in the Town of Morris, County Litchfield and State of Connecticut, bounded and described as follows: Beginning at the northerly gate post of the present entrance to Sandy Beach, running thence in a westerly direction north 363 feet to the shore of Bantam Lake; thence in a southerly and westerly direction along said shore to a pin at the westerly end of the beach; thence in southwesterly direction 231 feet to a pin; thence in a southerly direction 214 feet to a pin; thence in an easterly direction 570 feet to a pin on the westerly side of East Shore Road; thence in a northeasterly direction 521 feet to the point and place of beginning, all distances being more or less.

The premises above described are more particularly show on a certain map entitled "The White Memorial Foundation, Inc., Litchfield County, Litchfield Connecticut 06759, January 13, 1972, Burton C. Harness"

for the consideration of annual basic rental of **\$2,773.26**, payable on or before September 15<sup>th</sup> in each year. In addition to the basic annual rent, the Tenant shall pay the Landlord the amount of the municipal taxes, if any, annually assessed against the leased premises and all improvements as hereinafter provided, plus reimbursement for the Landlord's fire insurance on the property; and it is further agreed that if the rent or any other amounts due hereunder are not fully paid within 30 days of the date when due hereunder, a finance charge will be made, computed by a "periodic rate" of 1 ½% per month (annual rate of 18%), applied to the previous net balance; the Tenant agrees to pay, in addition to said finance charge, all reasonable costs of collection, including court costs and a reasonable attorney's fee.

a) to the Basic Annual Rent as above set forth, there shall be added as additional rent a cost-of-living increase. if required as hereinafter set forth, beginning on January 1, 2024 (Lease Year), and on each Lease Year thereafter during the continuance of this lease. The cost-of-living increase shall be the percentage increase in the consumer price index for Urban Wage Earners and Clerical Workers (CPI-W) as published by the U.S. Bureau of Labor Statistics for the year ending September 30, 2023, and thereafter for the year ending September 30 immediately preceding each subsequent lease year. If on any anniversary date the Index is no longer published by the Bureau of Labor Statistics. a recognized comparable cost of living index shall be used.

b) On January 1, 2024, and on January 1 of each subsequent Lease Year

(Commencement Date), there will be a cost-of-living increase, if any, as hereinabove computed. to be applied to the Basic Annual Rent plus any prior cost of living increases due at the Commencement Date. Any such increase shall be calculated to the nearest dollar.

c) No adjustment to the rental shall be made on account of any decrease in the cost-of-living index.

d) Any additional rent due hereunder as a result of any increase in the cost-of-living index shall be paid by the Tenant to the Landlord as and when the Basic Annual Rent shall be paid on and after said anniversary date and for the remainder of this lease or until recomputation shall be required at the next anniversary date;

for the term of **twenty (20) years** to commence on **April 1, 2023**, and to end on **March 31, 2043**, unless sooner expiring or terminated as hereinafter provided.

1. The Tenant shall take good care of the premises, and at the end or other expiration of the term shall deliver up the demised premises in good order or condition, normal depreciation and damage by the elements excepted and further agrees that all additions and improvements made to these premises shall remain at the end of the lease and become the property of the Landlord.

2. The Tenant shall promptly execute and comply with all rules, orders, ordinances, requirements and regulations of the Borough, Village, Town, City, State and Federal Governments, and of any and all their Departments and Bureaus applicable to said premises, whether ordinary or extraordinary, for the correction, prevention and abatement of nuisance or other conditions of whatsoever nature, in, upon or connected with said premises during said term; and shall also promptly comply with and execute all rules, orders and regulations of the Board of Fire Underwriters for the prevention of fires, or the correction of hazardous conditions, at Tenant's own cost and expense.

3. The Tenant shall not assign this agreement, or, underlet or underlease the premises, or any part thereof, or make any alterations or improvements on the premises or any structural changes to any building thereon, without the Landlord's consent in writing; or occupy or permit or suffer the same to be occupied for any business or purpose deemed disreputable or extra hazardous, under the penalty of damages and forfeiture.

4. The Tenant agrees that the premises is to be used and occupied for swimming, boating, picnicking, and other recreational purposes and for no other purpose without the written permission of the Landlord,

5. If the Tenant shall vacate or abandon the leased premises during said term, the Landlord or its representatives may re-enter the same, either by force or otherwise, without being liable to prosecution therefore; and re-let the said premises as the Agent of the Tenant and receive the rent thereof, applying the same, first to the payment of such expenses as it may be put to in reentering, and then to the payment of the rent due by these presents; the balance (if any) to be paid over to the Tenant who shall remain liable for any deficiency. Vacancy during the winter months shall not constitute vacancy under this paragraph.

6. In case of any damage or injury to the said premises of any kind whatsoever, said damage or injury being caused by the carelessness, negligence, or improper conduct on the part of the Tenant, Agent, or Employees, then the tenant shall cause the said damage or injury to be repaired as speedily as possible at Tenant's own cost and expenses.

7. The Tenant shall neither encumber nor obstruct the demised premises nor allow the same to be obstructed or encumbered in any manner.

8. The Tenant shall neither place, nor cause, nor allow to be placed, any sign or signs of any kind whatsoever, in or about the premises except in or at such place or places as may be indicated by the Landlord and consented to in writing.

9. It is expressly agreed and understood by and between the parties of this agreement, that the Landlord shall not be liable for any damage or injury by water, theft, fire or other cause, which may be sustained by said Tenant, or for any other damage or injury to any person resulting from carelessness, negligence, or improper conduct on the part of the Tenant, or Agents, or employees, or visitors, or by the public, or by reason of the breakage, leakage, or obstruction of the water or soil pipes, or other leakage in or about any building on said premises. Tenant will indemnify Landlord as provided in Paragraph 14 hereof.

10. If the demised premises shall be abandoned or vacated or if default be made by the Tenant in the payment of rent or in the fulfillment of any covenant of this lease or if the Tenant shall file a petition in bankruptcy or be adjudicated bankrupt or make any assignment for the benefit of creditors or take advantage of any insolvency act or be declared to be insolvent, the Landlord may give the Tenant five (5) days' notice of intention to end this lease, and at the expiration of such period of five days the term of this lease shall terminate, expire and come to an end on the date fixed in such notice in all respects as if said date were the date originally fixed in this lease for the termination or expiration thereof, and as fully and completely; and the Tenant will peaceably quit and surrender the premises upon said last mentioned date or failing so to do the Landlord, without penalty, may repossess the leased premises, by force or otherwise. The notice of termination contemplated by this paragraph may be given to the Tenant addressed to the demised premises.

11. The failure of the Landlord to insist upon a strict performance of any of the terms, conditions, and covenants herein, shall not be deemed a waiver of any rights or remedies that the Landlord may have, and shall not be deemed a waiver of any subsequent breach or default in the terms, conditions and covenants herein contained.

12. The Tenant agrees to cut no trees on the demised premises without first obtaining the consent of the Landlord in writing.

13. The Landlord reserves all shooting and hunting rights on the leased premises and the Tenant hereby agrees not to keep on said leased premises any dog or dogs unless the same are kept on a leash, tied, or confined in a house or kennel. Any dog found running at large will be liable to seizure.

14. The Tenant shall indemnify and save harmless the Landlord from and against any and all

liability, fines, penalties, suits, claims, demands, expenses, including reasonable attorneys' fees, and actions of any kind or nature by anyone whomsoever arising by reason of any injury to person or property occurring on the demised premises, occasioned in whole or in part by any act or omission or misconduct on the part of the Tenant, of anyone in the employ of the Tenant (whether or not acting within the scope of employment) or a guest, visitor, assign or undertenant of the Tenant, or by reason of any unlawful use of the premises or any actual or alleged breach, violation or non-performance of any covenant in this lease on the part of the Tenant to be observed or performed, or by reason of any work performed or material supplied to the Tenant, and also for any matter or thing growing out of the occupancy or use of the premises by the Tenant or anyone holding or claiming to hold through or under the Tenant.

15. No warranty or representation is made by the Landlord as to the safety, suitability, or tenant-ability of any improvements on the premises hereby demised, and the Tenant represents that Tenant has inspected said premises and is satisfied with their condition and takes the same as they are.

16. The Landlord makes no warranties or representations as to the adequacy, potability or safety of the water supply or as to the adequacy, capacity or suitability of the sewerage or septic system now on the premises and the Tenant accepts the same in the condition they now are in and shall be responsible for all upkeep and maintenance of the same at his own expense, including the cost of installation of any new water supply or any new sewerage or septic system or of any improvements or additions thereto, if the same should become desirable or necessary.

17. The Tenant agrees to pay to the Landlord all taxes and governmental charge of every nature levied or assessed against the leased premises, including all buildings and improvements thereon, whenever such taxes and governmental charges shall be due, whether the Landlord shall have already paid the same or shall be liable for the payment thereof.

18. Said Tenant further covenants with said Landlord that the Tenant, in case of fire, give immediate notice as soon as possible to the Landlord, who shall thereupon cause the damage to be repaired. In no event, however, shall the Landlord be required to make repairs in excess of the amount of insurance collected. The Tenant, however, shall have the option to pay the difference between the amount of insurance collected and the total cost of the repairs, provided approval for such repairs is given by the Landlord.

19. The Tenant shall be responsible for insurance coverage in respect to its personal property in and on the leased premises; and shall further maintain in force and pay for public liability insurance coverage in respect to property damage and personal injury or death, in the usual form, in companies and amounts satisfactory to the Landlord fully to protect the tenant in his use and occupancy of the demised premises with the Landlord as named insured, and to furnish Landlord with certificate of such insurance once a year.

20. The Tenant shall not do or cause to be done anything on the premises which may be or become any annoyance or nuisance to the neighborhood. No manufacturing, trade, business, commerce, industry, professional or other occupation whatsoever shall be conducted or carried on upon the premises or any part thereof of in any building erected thereon by the Tenant. No

trash shall be allowed by the Tenant to accumulate so as to constitute a detriment to the appearance of the premises or a fire hazard. The premises shall be kept free of refuse or other unsightly objects by the Tenant.

21. The Tenant has inspected the premises and accepts the same in the physical condition they now are in and shall be responsible for all upkeep and maintenance of the premises at his own expense, including but not limited to the removal of hazards such as dead branches, or trees, and the maintenance of all walkways, paths, steps, docks, floats or the like in good repair and will keep the premises in a condition suitable to the Landlord.

22. Provide the building or building on demised premises are owned by Landlord, Tenant agrees that the said Landlord and its Agents, and other representatives shall have the right to enter into and upon the said premises, or any part thereof, at all reasonable hours, for the purpose of examining the same, or making such repairs, or alterations therein as may be necessary for the safety and preservation thereof. That the Landlord shall be under no obligation to make any repairs, except in its own discretion, or as hereinabove provided in case of fire.

23. And said Tenant covenants with said Landlord that a representative of said Landlord will be entitled to attend all meetings of the Sandy Beach Commission but shall not be entitled to vote at such meeting; and that a copy of the minutes of all Sand Beach Commission meeting will be sent to the Landlord.

24. And the Landlord covenants with said Tenant that the Sandy Beach Commission shall, have the right to establish rules and regulation for the use of the leased premises, including, but without limitation, the right to establish charges for the use of said premises and said Tenant, by said Sandy Beach Commission, shall have the exclusive right to receive any such charges and Landlord shall have no claim to the same. The Sandy Beach Commission is the lead municipal agency responsible for the maintenance and operation of Sandy Beach and its Chairman is authorized to be the primary contact with the Landlord. If the Interlocal Agreement between the Towns and Commission is not renewed according to its terms or is otherwise terminated, then the Commission shall cease to be a party to this lease,

25. It is expressly agreed and understood by and between the parties to this agreement that any buildings on the land to which this lease refers will be used principally during the summer season and will not be used as permanent year-round residences.

26. The Tenant agrees that all additions and improvements made to these premises shall remain at the end of term hereby granted, or sooner termination of the lease, and become the property of said Landlord.

And the Landlord covenants that the Tenant on paying the said yearly rent, and performing the covenants aforesaid, shall and may peaceable and quietly have, hold, and enjoy the demised premises for the term aforesaid.

And it is further understood and agreed that the covenants and agreements contained herein are binding on the parties, their heirs, and their legal representatives.

27. Either the Landlord or the Tenants acting jointly may terminate this lease if, because of unforeseen circumstance beyond the control of the party seeking to terminate this lease it is impossible to continue to operate a public beach, by giving the other parties one year's notice of its intent to terminate. Upon the expiration of the one-year period this lease shall expire and terminate, and each party shall fulfill its obligations to the other parties pursuant to the lease up to the time of termination, and thereafter shall have no further obligation to the others.

In Witness Whereof, The White Memorial Foundation, Inc., acting herein by Ann H. Borzilleri, its President, hereunto duly authorized, and the Towns of Litchfield and Morris, acting herein by Denise Raap, et al and Tom Weik et al, their respective Boards of Selectmen, hereunto duly authorized, and the Sandy Beach Commission, actin herein by its Chairman hereunto duly authorized, have hereunto caused these presents to be executed and their seals to be hereunto affixed, and to a duplicate of the same tenor and date this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

[Signature pages to follow]



LANDLORD  
The White Memorial Foundation, Inc.

By \_\_\_\_\_  
Ann H. Borzilleri, President

[illegible]

STATE OF CONNECTICUT )  
 ) ss:  
COUNTY OF LITCHFIELD )

On this the \_\_\_\_ day of \_\_\_\_\_, 2023, before me the undersigned officer, personally appeared Ann H. Borzilleri, Signer and Sealer of the foregoing Instrument, and acknowledged that she executed the same for the purposes therein contained as her free act and deed and the free act and deed of said corporation as its President, duly authorized.

Notary Public  
My Commission Expires:

Witnessed by:

TENANT  
Town of Litchfield

By \_\_\_\_\_  
Denise Raap, First Selectman

\_\_\_\_\_  
*Witness*

\_\_\_\_\_  
*Witness*

STATE OF CONNECTICUT                    )  
  : ss. Litchfield  
COUNTY OF LITCHFIELD                )

On this \_\_\_\_ day of \_\_\_\_\_, 2023 personally appeared DENISE RAAP. who acknowledged herself to be the First Selectman of the Town of Litchfield and as such, she executed the foregoing instrument for the purposes therein contained and acknowledged the same to be her free act and deed, and the free act and deed of said corporation, before me.

\_\_\_\_\_  
Notary Public  
My Commission Expires:

Witnessed by:

TENANT  
Town of Morris

\_\_\_\_\_

*Witness*

By \_\_\_\_\_  
Thomas Weik, First Selectman

\_\_\_\_\_

*Witness*

STATE OF CONNECTICUT            )  
  : ss.  
COUNTY OF LITCHFIELD         )

On this \_\_\_\_ day of \_\_\_\_\_, 2023 personally appeared THOMAS WEIK, who acknowledged himself to be the First Selectman of the Town of Morris and as such, he executed the foregoing instrument for the purposes therein contained and acknowledged the same to be his free act and deed, and the free act and deed of said corporation, before me.

\_\_\_\_\_

Notary Public  
My Commission Expires:

TENANT  
Sandy Beach Commission

By \_\_\_\_\_  
Edward Ryle, Chairman

STATE OF CONNECTICUT )  
 ) ss:  
COUNTY OF LITCHFIELD )

Notary Public  
My Commission Expires:

The map is a hand-drawn survey of land parcels adjacent to Bantam Lake. The lake is on the left, with a '3 1/2 Acre Shore' area. To the right is a large land parcel containing a 'Parking' area and several buildings. The parcel is bounded by 'East Shore Road' to the north and 'Nacomb Road' to the east. The land is divided into sections with bearings and distances: N 70° E 363', N 80° E 521', N 80° W 570', N 10° W 214', and N 80° E 281'. The map also shows 'W.M.F.' (White Memorial Foundation) land, 'Wet Land Trees', and a 'Stone Wall Fence'. A compass rose is in the bottom left corner.

*The White Memorial Foundation, Inc.*

Litchfield County

Litchfield, Connecticut 06759

January 13, 1972

Burton C. Harness.

Boundaries determined by tape and hand compass.

## Transfer Station

Fee Based Items	Currently	Suggested
Tire without rim	\$3.00	\$5.00
Tire with rim	\$6.00	\$10.00

Demolition	(Suggested – increase by \$5.00 each one)	
Full Size Dumps or Large Rack Bodies	\$175.00	\$180.00
Large Trailer – Approximately 6'x10'	\$110.00	\$115.00
Mason Dump	\$95.00	\$100.00
Cargo Van	\$75.00	\$80.00
Full Size Pick up – 8'Bed	\$60.00	\$65.00
- 6'Bed	\$50.00	\$55.00
Mini Pick up – 8'Bed	\$45.00	\$50.00
- 6'Bed	\$35.00	\$40.00
Small Trailer-Aproximately 4'x6'	\$35.00	\$40.00
Regular Size Van	\$60.00	\$65.00
Car or Mini Van	\$10.00-\$50.00	

### \*\*\*\*BRUSH

Suggested - \$5.00 per resident

\$25.00 per commercial vehicle

### Propane

Starting January 2025 by statute

Propane Program

No charge for propane by town because state will pick up under program

## **TITLE V: PUBLIC WORKS**

### **Chapter**

#### **50. SOLID WASTE Morris – Recycling CHAPTER 50: SOLID WASTE**

### **Section**

#### ***Morris Transfer Station and Recycling Center***

##### **50.01 Rules and regulations**

#### ***Solid Waste Facility; Recycling***

##### **50.15 Statement of purpose**

##### **50.16 Definitions**

##### **50.17 Refuse disposal site**

##### **50.18 Fee authorization**

##### **50.19 Source separation and recycling**

##### **50.20 Registration of refuse collectors**

##### **50.21 Permit revocation**

##### **50.22 Collection**

##### **50.23 Residential permits**

##### **50.24 Refuse collections**

##### **50.25 Severability**

##### **50.26 Inspection**

##### **50.27 Violations**

##### **50.28 Effective date**

##### **50.99 Penalty**

## ***MORRIS TRANSFER STATION AND RECYCLING CENTER***

### **§ 50.01 RULES AND REGULATIONS.**

Rules, regulations, fees and permit information shall be sent to each customer of the Morris Transfer Station and Recycling Center.

### **50.15 STATEMENT OF PURPOSE.**

This subchapter is adopted by the town as part of a comprehensive program to:

- (A) Provide for the safe and sanitary disposal of solid waste generated within the town;
- (B) To ensure compliance by the town's residents and solid waste collectors with the requirements of Conn. Gen. Stat. Ch. 446d, providing for the separation, collection, processing and marketing of recyclable solid waste; and
- (C) To authorize the Board of Selectmen to establish, and revise as necessary, fees for the use of the municipal solid waste facility, including, but not limited to, the depositing of solid waste, bulky waste, demolition waste and recycling material.  
(Ord. passed 10-25-2000; Ord. passed 5/14/2003)

### **ADD NEW SECTION**

- (D)Whereas the Town has historically paid for the disposal of solid waste and recycling generated within its borders its budget, as supported by tax revenue, the people of the Town of Morris seek to defray such public cost by requiring each "Commercial Establishment", "Industrial Establishment", "Institutional Establishment", and "Apartment Complex" and "Condo Complex" as defined in section 50.16 Establishments of this type in the Town of Morris, shall pay a disposal/tip fee for the disposal of such establishment's solid waste/recycling waste, as provided for in section 50.29.

### **§50.16 DEFINITIONS.**

For the purpose of this subchapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

***APARTMENT COMPLEX.*** A multi-family structure of four or more dwelling units grouped into one or more buildings.

***COMMERCIAL ESTABLISHMENT.*** Any enterprise engaged in a non-manufacturing or non-processing business, including, but not limited to, stores, markets, office buildings, restaurants, shopping centers and theaters.



**CONDOMINIUM COMPLEX.** Any group of dwelling units, which are covered by Conn. Gen. Stat. Ch. 825, as amended.

**FIRST SELECTMAN.** The First Selectman of the Town or his or her duly appointed designee.

**INDUSTRIAL ESTABLISHMENT.** Any establishment engaged in manufacturing or processing, including, but not limited to, factories, foundries, mills, processing plants, refineries and the like.

**INSTITUTIONAL ESTABLISHMENT.** Any establishment engaged in service to persons, including, but not limited to, hospitals, nursing homes, group homes, schools and universities.

**RECYCLABLE MATERIALS.** Those items designated by the Board of Selectmen for segregation from the municipal solid waste stream which shall include, but not limited to, cardboard, glass, food and beverage containers, leaves, metal food containers, office papers, newspapers, storage batteries, waste oil and scrap metal.

**RECYCLING.** The processing of solid waste to reclaim material therefrom.

**RESIDENTIAL ESTABLISHMENT.** Any premises used primarily as a domestic dwelling, including, but not limited to, single- and multiple-family homes, apartments and condominiums.

**SOLID WASTE.** Unwanted or discarded solid, liquid, semisolid or contained gaseous material, including, but not limited to, demolition debris, material burned or otherwise processed at a resources recovery facility or incinerator or material processed at a recycling facility.

**SOLID WASTE FACILITY.** Any solid waste disposal area, volume reduction plant or transfer station.

**TOWN.** The Town of Morris.  
(Ord. passed 10-25-2000; Ord. passed 5-14-2003)

#### **§ 50.17 REFUSE DISPOSAL SITE.**

(A)(1) The town's refuse disposal site/transfer station/bulky waste site/recycling waste, located at 254 Lakeside Road, Morris, Connecticut, hereinafter referred to as the "town refuse disposal site", shall be for town residents and taxpayers only, and only for refuse generated in the town.

(2) No other municipality or any regional program shall be allowed, unless the people of the community vote to allow such a program at a town meeting.

(B) All vehicles entering the town refuse disposal site shall display a sticker or authorization pass furnished by the town.

- (1) A distinctive sticker (color to be determined from time to time by the Board of Selectmen) will be issued to all authorized users of the town refuse disposal site, a listing of which will be kept in the Town Clerk's office.
  - (2) Registered refuse collectors in accordance with § 50.20 of this chapter shall have their permit conspicuously displayed on the left front of the body of the vehicle or dumpster licensed.
- (C) Wood and brush, excluding tree stumps or logs, shall be deposited in the area by town signs.
- (D) Appliances that may contain Freon (including, but not limited to, refrigerators, freezers and air conditioners) shall be deposited in the area as indicated by town signs.
- (E) Stoves, dryers and other metal items, excluding motor vehicles, shall be deposited in the roll-off container marked "metal only".
- (F) Bulky waste and demolition waste shall be deposited as directed by the assigned custodian. No more than the amount that may be contained in a non-ton pickup truck may be deposited by a household on any one day.
- (G) Materials required to be recycled will be deposited in the proper container.
- (H) No person shall deposit any substance injurious to health, nor shall any person deposit the cleaning from any cesspool, cistern or septic tank or any other hazardous material.
- (I) Entrance to the town refuse disposal site will be only through the main gate located on Lakeside Road.
- (J) All persons using the town refuse disposal site shall comply with the directions of the assigned custodians.
- (Ord. passed 10-25-2000; Ord. passed 5-14-2003) Penalty, see § 50.99

#### **§ 50.18 FEE AUTHORIZATION.**

The Board of Selectmen is hereby authorized to establish, and revise as necessary, fees for the use of the town refuse disposal site, including, but not limited to, tires, appliances, mattresses, propane tanks, the depositing of solid waste, bulky waste, demolition waste and recycling material. Said fees shall be effective only after publication of notice, a public hearing no sooner than five days thereafter and publication of the fee schedule in a newspaper having a general circulation in the town. Said fees shall be reasonable, based upon the town's cost of operations, and used to defray the cost of operation of the town refuse disposal site.

(Ord. passed 10-25-2000; Ord. passed 5-14-2003)

## **§ 50.19 SOURCE SEPARATION RECYCLING.**

- (A) Each person, business or institution that generates solid waste shall separate from other solid waste, designated recyclable materials, as defined above, and by such rules as may be adopted by the Board of Selectmen.
- (1) All persons, businesses or institutions who generate solid waste in the town are required to separate recyclable material from solid waste.
  - (2) Solid waste placed for collection, which contains recyclable materials, shall neither be collected by refuse collectors, nor accepted for disposal at any refuse processing facility.
  - (3) For premises serviced by private refuse collection, recyclable materials shall be separated from refuse and placed for collection in a separate container on the designated day.
  - (4) Apartment and condominium complexes as well as commercial, industrial and institutional establishments shall provide, or require, their refuse collector to provide for the separation of municipal solid waste and recyclable material accumulated on the premises.
- (B) Registered haulers and residents who have received residential permits in accordance with § 50.23 of this chapter shall deposit recyclables at the town refuse disposal in the following manner.
- (1) Clean, unsoiled newspapers, magazines and white paper may be packed in paper grocery or shopping bags or deposited untied in the indicated container and shall not be commingled with other recyclables or solid waste.
  - (2) Clean regular corrugated cardboard shall be deposited in the indicated container. ("Shiny" cardboard is not recyclable.)
  - (3) Leaves, waste oil, storage batteries, used antifreeze and any other recyclables designated by the Board of Selectmen shall be separated from solid waste and other recyclables and deposited as the assigned custodian directs.
- (C) Except as otherwise provided in § 50.23 of this chapter, businesses shall use a town-registered hauler to collect said designated materials for recycling or shall be required to deliver designated materials as defined by the Board of Selectmen to any town drop off center.
- (1) It shall be the responsibility of the owners or operators of all commercial, industrial and institutional establishments and apartment and condominium complexes to provide, at their own expense, for the storage, collection and transportation of recyclables. All recyclables generated by such establishments and complexes shall be separated from other solid waste and segregated by category of recyclable as provided in division (B) above. Such operations shall be carried out in such a manner as to avoid the creation of a public nuisance.

- (2) Persons or establishments whose solid waste is not collected by contractors are responsible for the compliance with recycling provisions of Conn. Gen. Stat. § 22a-24b, as amended. Compliance shall be monitored by all refuse collectors and refuse facility operators. Suspected violations shall be reported to the First Selectman's office for appropriate action.
- (3) The quantities and destination of these designated recyclables (non-residential) not delivered to a municipal designated facility or drop-off shall be reported by the contractor or responsible parties to the town on a monthly basis as prescribed by the Board of Selectmen.
- (4) It shall be a violation of this subchapter for any person other than a municipality-registered hauler or municipal employee to collect, pickup or cause to be collected or picked up, such materials from the curb or other designated point of collection or municipal drop-off center. Each unauthorized collection in violation hereof shall constitute a separate and distinct offense. This division (C)(4) shall not apply to any non-profit, charitable organization who sponsors a municipal recycling collection (e.g., newspapers) with prior approval of the Board of Selectmen.
- (D) All private refuse collectors servicing customers within the town shall provide their customers, at reasonable cost or security deposit, a sufficient number of containers for their customers' recyclables. The containers shall be durable, securable and of adequate capacity. They shall be labeled with the names and addresses of the customer and collector and the type of recyclable to be contained. The containers shall be maintained, handled and used in a safe, secure and sanitary manner. The theft or misappropriation of collector's or customer's recyclable containers shall constitute a violation, punishable under §§ 50.27 and 50.99 of this chapter.  
(Ord. passed 10-25-2000; Ord. passed 5-14-2003) Penalty, see § 50.99.

#### **§ 50.20 REGISTRATION OF REFUSE COLLECTORS.**

- (A) Any hauler providing solid waste collection is hereby required to register with the First Selectman's office on or before April 15 of each year, and apply for a permit to haul solid waste or to collect recyclables.
- (B) Any hauler will be required to provide recycling collection to any customers receiving solid waste collection and is further required to register with the First Selectman's office as is prescribed by Conn. Gen. Stat. § 22a-241b, as amended. The Board of Selectmen shall be the licensing and registration authority of refuse collectors engaged in the collecting or transporting of municipal solid waste and recyclable materials within the town. It shall administer the issuance and revocation or suspension of permits and registrations as set forth in this subchapter.
- (C) Additional rules may be adopted by the Board of Selectmen, from time to time, consistent with the provisions of this subchapter.
- (D) Following the filing of a proper application and payment of the prescribed fee, the First Selectman shall grant such license(s) as hereinafter set forth for refuse collectors, vehicles and dumpsters within a reasonable time unless he or she finds one or more of the following conditions to exist;

- (1) The applicant has been irresponsible in the conduct of solid waste collection and transportation operations based upon previous suspensions of licenses or violations of state statutes or municipal ordinances, whether of the town or any other municipality; or
  - (2) The applicant lacks suitable equipment, personnel or liability insurance with which to collect solid waste in a safe, nuisance-free manner in compliance with this subchapter.
- (E) Each permitted refuse collector shall obtain a separate registration for each vehicle he operates within the town. Registration shall not be transferable from vehicle to vehicle.
- (F) All permits shall be issued for a period not to exceed one year and shall be renewable on or before April 15 of each year. The permit fee shall be set by the town from time to time, per vehicle.
- (G) The permit issued shall be conspicuously displayed on the left front of the body of the vehicle or dumpster licensed, or as may otherwise be directed by the licensing authority.
- (H) Each permittee shall display at all times on the doors of each vehicle his or her name and a local phone number.
- (I) Permits are not transferable. When any permittee shall sell or transfer all or part of his or her route to any other refuse collector, he or she shall first notify the First Selectman in writing of his or her intent to sell, and the transferee shall, simultaneously, make application for the appropriate permits to operate in town.
- (J) As a prerequisite to the issuance of renewal of any permit, a refuse collector must, along with this permit/renewal application, furnish the First Selectman the number of customers within the town that such refuse collector intends to service as well as the names of other municipalities serviced.
- (K) Applicants must maintain public liability operations and motor vehicle insurance on each vehicle in an amount as set by town from time to time, combined single limit. (Ord. passed 10-25-2000; Ord. passed 5-14-2003) Penalty, see § 50.99

## **§ 50.21 PERMIT REVOCATION.**

- (A) A permit to engage in refuse collection and to use any waste disposal/or processing facilities provided by the town is a privilege, not a right. Failure to comply with the provisions of this subchapter shall be grounds for revocation or suspension by the First Selectman of any permit or registrations issued hereunder, in addition to any other penalty imposed by law.
- (B) Revocations or suspension shall only become effective five days after receipt of written notice from the First Selectman.

(C) If a refuse collector objects to the First Selectman's action described in this subchapter to revoke or suspend his or her permit or registration, he or she may, within five days of receipt of notice, file a written request with the Town Clerk for review by the Board of Selectmen. Failure to file such a request in a timely manner shall render the First Selectman's action final and binding upon the refuse collector.

(D) Timely filing of such a request shall operate as an automatic stay of the First Selectman's action.

(E) The Board of Selectmen shall act as an appeals board, and said Board shall, within 15 days hear and decide the matter. The decision of such Board shall be final and binding upon the collector.

(Ord. passed 10-25-2000; Ord. passed 5-14-2003)

## **§ 50.22 COLLECTION.**

It shall be a violation of this subchapter for any person other than town-registered refuse collector to pick up, collect or interfere with the picking up or collecting of recyclable materials placed for collection at the curbside or designated recycling center. Each act of scavenging shall constitute a separate violation of this subchapter. All items, which are designated for collection as stated in this subchapter, shall be set for collection no earlier than 6:00 p.m. on the evening prior to the scheduled collection day. Emptied containers shall be removed from the curbside no later than 8:00 p.m. on the day of collection.

(Ord. passed 10-25-2000; Ord. passed 5-14-2003) Penalty, see § 50.99

## **§ 50.23 RESIDENTIAL PERMITS.**

(A) Residents of the town who wish to dispose directly of their own solid waste and recyclables at the town-designated recycling center must apply to the Town Clerk's office for a sticker to be able to dispose of refuse or recyclable materials at municipal facilities.

(B) The sticker shall be displayed in such a manner as the First Selectman may prescribe.

(C) Such permit may be revoked or suspended as set forth in this subchapter and appeals therefrom may be taken in the manner set forth in this subchapter.

(Ord. passed 10-25-2000; Ord. passed 5-14-2003)

## **§ 50.24 REFUSE COLLECTIONS.**

(A) Each refuse collector shall deliver all refuse collected within the territorial limits of the town at such place or places as the Board of Selectmen may from time to time designate and may not commingle such refuse with refuse collected in other towns without the prior consent of the Board of Selectmen.

(B) Each refuse collector must collect recyclable materials from each of its customers in the manner prescribed in this subchapter.

(C) All vehicles registered to collect and transport refuse shall be maintained free of obnoxious odors and accumulated refuse.

(D) Refuse collectors shall furnish to his or her customers upon request a list of rates for the various services provided.

(E) Each refuse collector shall keep and maintain records of the quantity, type of recyclable waste, date of delivery and location of disposed site. These reports shall be filed with the First Selectman's office on such schedule as the Board of Selectmen may decide.

(Ord. passed 10-25-2000; Ord. passed 5-14-2003) Penalty, see § 50.99

#### **§ 50.25 SEVERABILITY.**

In the event any provisions, sections, sentence, clause or part of this subchapter shall be held invalid, illegal or unconstitutional, such invalidity, illegality or unconstitutionality shall not effect or impair any remaining part of this subchapter, it being the intent that such remainder shall remain in full force and effect. Sections and captions contained herein are intended only for the purpose of convenient reference and do not convey the legislative intent of the town. (Ord. passed 10-25-2000; Ord. passed 5-14-2003)

#### **§ 50.26 INSPECTION.**

The town reserves the right to inspect solid waste placed at curbside or delivered to the municipal drop off center to determine compliance with this subchapter.  
(Ord. passed 10-25-2000; Ord. passed 5-14-2003)

#### **§ 50.27 VIOLATIONS.**

The town also requires registered collectors or haulers to report any violations to this subchapter to the First Selectman.  
(Ord. passed 10-25-2000; Ord. passed 5-14-2003)

#### **§ 50.28 EFFECTIVE DATE.**

This subchapter became effective both 2-16-2001 and 5-31-2003.  
(Ord. passed 10-25-2000; Ord. passed 5-14-2003)

### **INSERT THIS SECTION**

**§ 50.29 SOLID WASTE TIP/DISPOSAL FEE PAID BY APARTMENT AND CONDO COMPLEXES, COMMERCIAL, INDUSTRIAL AND INSTITUTIONAL ESTABLISHMENTS.**

(A) Each apartment and condo complex, commercial establishment, industrial establishment, and institutional establishment in the Town of Morris shall pay its solid waste hauler for the tip fee associated with the acceptable solid waste/recycling waste generated by such establishment. The tip fee paid by such establishment shall equal the weight of the solid waste generated for disposal by such establishment, as ascertained by the hauler at the time of pick up, multiplied by the fee rate established by the municipal service agreement. Such a fee shall be paid by each establishment to the hauler of such solid waste, and the hauler shall then pay for the disposal of the solid waste. Such tip fees shall be effective January 1, 2024.

(B) It shall be unlawful for any hauler to collect a tip fee from the disposing establishment and fail to pay the tip/disposal fee for such waste to the disposal company. Any hauler in violation of this provision shall be guilty of an offense and liable, upon conviction, of a fine of two-hundred and fifty dollars (\$250.00) for each offense, without warning and may be held liable for civil restitution. The town may require the hauler to provide regular reports itemizing the names, addresses, and amount of the customers paying tip fees to the hauler and those residential customers for which the town is being charged the tip fee. Hearing pursuant to such fine(s) shall be held in a manner consistent with Connecticut General Statutes section 7-152c.

(C) All licensed trash haulers in the Town of Morris shall utilize the apparatus necessary to accurately calculate the weight of solid waste generated by each such establishment and picked up by the hauler. Each licensed hauler shall provide for the accurate differentiation of residential waste (the disposal of which is paid out of the municipal budget) from apartment and condo complexes, commercial, industrial, or institutional waste (the disposal of which is paid for directly by the generating establishment). In the event that the Transfer Station Foreman has a reasonable doubt about the accuracy of any hauler's weighing apparatus, the Foreman shall have the authority to test the accuracy of that apparatus.

## **§ 50.99 PENALTY.**

(A) Any person violating any provision of this chapter for which no specific penalty is prescribed shall be subject to § 10.99 of this code of ordinances.

(B) Any person, business or institution who violates or neglects to comply with §§ 50.15 through 50.28 of this chapter or any rules adopted pursuant hereto shall, upon conviction hereof, be punishable by a fine not to exceed \$250; except that, the maximum fine for failure to comply with §§ 50.20, 50.21 and 50.22 of this chapter shall not exceed \$250 for each violation.

(Ord. passed 10-25-2000; Ord. passed 5/14/2003)



## Town Clerk

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**From:** Bridget Garrity <bgarrity@bgarritylaw.com> on behalf of Bridget Garrity  
**Sent:** Friday, December 1, 2023 10:08 AM  
**To:** Halloran, Laurie  
**Subject:** FW: Noise Ordinance

*Bridget A. Garrity  
Law Offices of Bridget A. Garrity, LLC  
59 Field Street, Suite 115  
PO Box 387  
Torrington, CT 06790  
860 489 1100  
860 489 7939 (fax)*

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**From:** Bridget Garrity  
**Sent:** Tuesday, November 28, 2023 7:34 AM  
**To:** Tom Weik <tweik@live.com>  
**Subject:** Noise Ordinance

Tom, the ordinance committee recently finalized the noise ordinance for you and the selectmen to review and discuss. It follows:

The residents of the Town of Morris have the right to, and should be free from, an environment of loud, excessive and repeated sound, noise, and vibration levels that jeopardize and/or degrade the health, welfare, and quality of life to the residents and that of the community.

The Town of Morris adopts the language for their noise ordinance as set forth in Connecticut State Regulations Chapter 442, 22a-67 et seq., incorporated herein as if set forth fully herein.

In addition, we amended the Town Ordinance Sec. 94.01(A) Reasonable Noise to read that on Sundays through Thursday the end time is 9:00 p.m. and on Fridays and Saturdays the end time is 11:00 p.m.

We will be meeting 12/4 at 4:30 if you wish to discuss this with us.

Thanks.

Bridget

Int	L/F	Total Adjusted	Overpaid Tax
0.00	0.00	462.65	
0.00	0.00	462.65	
0.00	0.00	<b>-462.65</b>	<b>0.00</b>
0.00	0.00	462.65	
0.00	0.00	462.65	
0.00	0.00	<b>-462.65</b>	<b>0.00</b>