

**TOWN OF EAST WINDSOR
BOARD OF SELECTMEN
11 RYE STREET
BROAD BROOK, CT 06016
First Selectman's Office – (860) 623-8122**

Jason E. Bowsza - First Selectman
Marie E. DeSousa - Deputy First Selectman
Alan Baker - Selectman

Sarah A. Muska - Selectman
Keith Yagaloff - Selectman

**REGULAR MEETING AGENDA
THURSDAY, APRIL 4, 2024 AT 7:00 P.M.**

1. TIME AND PLACE OF MEETING

Thursday, April 4, 2024 at 7:00 p.m.
Town Hall – John Daly, Jr. Meeting Room
11 Rye Street, Broad Brook, CT 06016
Join Meeting Via Zoom:
<https://zoom.us/j/3326833563>
Meeting ID: 332 683 3563
Passcode: **townhall**

2. PLEDGE OF ALLEGIANCE

3. ATTENDANCE

4. APPROVAL OF MEETING MINUTES

A. March 21, 2024 Board of Selectmen Regular Meeting

5. PUBLIC PARTICIPATION

6. COMMUNICATION

7. BOARD AND COMMISSIONS RESIGNATIONS AND APPOINTMENTS

A. Resignations: *none*
B. Reappointments: *none*
C. New Appointments: *none*

8. UNFINISHED BUSINESS

A. Discuss Establishing Arts and Culture as a Permanent Commission to Include Debbie Williams

9. NEW BUSINESS

A. Discuss Sick Leave Policy
B. Discuss and Approve 2024 Senior Farmer's Market Nutrition Program Agreement
C. Discuss Selectmen's Ideas for Congressionally Directed Spending (CDS) Requests

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- D. Discuss and Vote on a Memorandum of Understanding Between the Town and AFSCME Council 4 Local 1303-166
- E. Tax Refunds

10. SELECTMEN REPORTS

- A. Jason E. Bowsza
- B. Marie DeSousa
- C. Keith Yagaloff
- D. Alan Baker
- E. Sarah Muska

11. PUBLIC PARTICIPATION

12. EXECUTIVE SESSION

Pursuant to C.G.S. 1-200(6)(B) – strategy pertaining to contract negotiations (Public Works).

13. ADJOURNMENT

DISTRIBUTION

Bridget Joy
Melissa Maltese
Gabriella Resto
Courtney Sevarino
Kate Carey-Trull
Debbie Williams
Town Clerk

TOWN OF EAST WINDSOR
RESOLUTION TO ESTABLISH EAST WINDSOR ARTS AND
CULTURE COMMITTEE

WHEREAS, The Town of East Windsor advocates for arts in the community; and

WHEREAS, by recognizing and celebrating local artists while enhancing knowledge, enjoyment and appreciation of the arts and culture in East Windsor; and

WHEREAS, The Town of East Windsor seeks to foster a stronger sense of community pride by highlighting arts and culture.

NOW, THEREFORE, The Town of East Windsor hereby establishes an Arts and Culture Committee, which shall be charged with collaborating with other boards and commissions to identify both indoor and outdoor communal areas throughout East Windsor that can be aesthetically enhanced by establishing art installations and creating community events and promoting tourism.

The Arts and Culture Committee shall consist of not less than five (5) and not more than nine (9) members who shall serve for a term of eighteen months. The Committee shall be appointed by the Board of Selectmen in accordance with the East Windsor Town Charter, as amended from time to time. Appointed members of The Committee shall elect a chair and vice chair annually. The Committee shall report its activities to the Board of Selectman not less than annually but may report more regularly as deemed necessary and appropriate.

Jason E. Bowsza, First Selectman

Amy Lam, Town Clerk

TOWN OF EAST WINDSOR
POLICY FOR DONATING SICK LEAVE

Any Town of East Windsor permanent employee who has accumulated at least fifteen days of sick leave may donate his or her accumulated sick leave in one (1) hour increments to another Town of East Windsor permanent employee, who is eligible to receive sick days due to a long-term illness or injury after the employee receiving the donated time has used up all of his or her accumulated sick time, vacation time, personal days, earned days and compensatory time. The receiving employee must fill out the appropriate form with their Department Head/Supervisor. The Department Head/Supervisor shall make a recommendation of approval or disapproval to the First Selectman, who may, in his/her sole discretion, may authorize the donation and transfer of said sick time, on a case by case basis, provided the following conditions are met:

To be eligible, a receiving employee and a donating employee must have worked for the Town of East Windsor for at least one year.

The eligible receiving employee and the donating employee do not have a history of sick leave abuse.

The illness is not covered by Workers' Compensation, or Workers' Compensation benefits have been exhausted.

The donating employee shall have a minimum sick leave accumulation of fifteen days.

Sick leave, donated by one employee to another, when used, shall be paid at the hourly rate of the receiving employee.

Donated sick days will be used in the order that they are received from employees. The first donated sick day will be the first day used, etc. The "Donation of Sick Time" authorization form (located in the First Selectman's Office) must be forwarded to Treasurer's Office within two weeks of a request for a donation of sick days for a specific employee by the donating employee.

Any unused donated sick time by the receiving employee will be returned to the donating employees beginning with the last donated sick day and moving up the list.

An acceptable medical certification signed by a licensed physician supporting the continued absence of the receiving employee is on file in the First Selectman's Office.

In cases involving employees who, through a long-term illness or injury, have used up all accumulated sick time, vacation time, personal days, earned days, compensatory time and donated sick time, an extension of sick leave beyond the maximums provided for above may be granted in the sole discretion of the Board of Selectmen, on request

of the Department Head/Supervisor, written approval of the First Selectman and final authorization by the Board of Selectmen. Said extension of sick leave may be granted in advance of being accrued. Any advancement of sick leave time must be paid back upon the employee's return to duty.

The returning employee shall not repay any sick leave donated by fellow employees. *Vacation or sick leave will not accrue for the employee during that period of time the employee is receiving/using donated sick leave days. Nor will the use of donated sick leave day's count towards longevity or earned days for the receiving employee.*

Town of East Windsor
DONATING SICK LEAVE

I _____, authorize
Print Name

The Town of East Windsor to deduct _____ hours of sick leave from my accrued
sick leave time and donate said hours of sick leave to the following Town of East Windsor
employee:

Print Name

I have read the Town's "Policy for Donating Sick Leave" and I am eligible to participate.

Signature

Date

Town of East Windsor
Request for Receiving Donated Sick Leave

1. *As stated in the Town of East Windsor's "Policy for Donating Sick Leave", due to a long-term illness I am authorizing the donation of sick days be made in my name. As required in the Policy, I have used up all of my accumulated sick time, vacation time, personal days, earned days and compensatory time.

An acceptable medical certificate signed by a licensed physician supporting the continued absence for my long-term illness will be forwarded to the First Selectman's Office.

Print Name

Signature

Date

2. It is my recommendation that _____
Name of Employee

be eligible to participate, as a receiving employee, in the Town of East Windsor's "Policy for Donating Sick Leave".

Department Head/Supervisor

Date

3. I authorize the donation and transfer of sick leave for

Name of Employee

First Selectman

Date

**If due to health reasons an employee is unable to submit in writing, the request may be made verbally.*

2024 AGREEMENT BETWEEN

CONNECTICUT DEPARTMENT OF AGRICULTURE

AND

SENIOR FARMERS' MARKET NUTRITION PROGRAM LOCAL COORDINATING AGENCY

WHEREAS, there is a need to identify individuals or entities which shall distribute the Senior Farmers' Market Nutrition Program (the "SFMNP") electronic benefit cards to eligible participants;

WHEREAS, pursuant to Connecticut General Statute Section 22-6a, the Connecticut Department of Agriculture ("DoAg") annually applies for a United States Department of Agriculture ("USDA") Food and Nutrition Services Farmers' Market Nutrition Program ("FMNP") award for the purposes of providing fresh, unprepared, locally grown fruits and vegetables to Senior participants and to expand the awareness, use of, and sales at farmers' markets.

WHEREAS, pursuant to Connecticut General Statute Sec. 22-6q there is established the Connecticut Farmers' Market/Senior Nutrition Program which shall be jointly funded by the state of Connecticut and the Food and Nutrition Service of the United States Department of Agriculture. The program shall supply Connecticut Grown fresh produce and honey to eligible participants of the Senior Farmers' Market Nutrition Program ("SFMNP") through the distribution of electronic benefit cards redeemable only at authorized Connecticut farmers' markets;

WHEREAS, pursuant to Connecticut General Statute Section 22-4c(a)(2) and Section 22-4c(a)(6), the Commissioner of the Connecticut Department of Agriculture (DoAg) may enter into contracts with any person, firm, corporation or association to do all things necessary or convenient to carry out the functions, powers and duties of the department;

WHEREAS, the Town of East Windsor Social Services (organization's full legal name) in the municipality of East Windsor shall act as a Local Coordinating Agency (the "LCA") for the distribution of the SFMNP electronic benefit cards during the 2024 and 2025 farmers' market seasons in response to the above statutes;

NOW THEREFORE, DoAg and the LCA (collectively the "Parties") express their mutual understanding as follows:

I. TERM AND TERMINATION

The Agreement shall go into effect immediately upon signature by both parties and shall remain in effect until December 31, 2025.

Either Party may terminate this Agreement by providing thirty (30) days' written notice to the other party.

II. RESPONSIBILITIES OF THE PARTIES

While administering the SFMNP, the Parties shall adhere to all terms and conditions as more particularly described below and described in Appendix A, B, C, and D. In general, the Parties are each responsible for the tasks as enumerated below.

A. DoAg shall be responsible for the following tasks:

- i. Provide the LCA with all program and administration procedures pertaining to the program annually.

- ii. Provide, as funding allows, SFMNP electronic benefit cards to the LCA in the quantities as determined by DoAg.
- iii. Provide the SFMNP Electronic Benefit Cards Delivery Receipt and Distribution Report as described below.
- iv. Providing the SFMNP Program Participant Survey in English and Spanish as further described below.
- v. Provide training on the electronic benefit card system via video conference or in person.
- vi. DoAg point of contacts are:

Erin Windham
 Agriculture Marketing and Inspection Rep II
 Connecticut Department of Agriculture
 450 Columbus Blvd, Ste 703 Hartford, CT 06103
 Email: Erin.Windham@ct.gov

Ally Hughes
 Agriculture Marketing and Inspection Rep I
 Connecticut Department of Agriculture
 450 Columbus Blvd, Ste 703 Hartford, CT 06103
 Email: Allison.Hughes@ct.gov

B. The LCA shall be responsible for the following tasks:

- i. Verify, sign, and return the Electronic Benefit Cards Delivery Receipt upon LCA's receipt of the SFMNP electronic benefit card delivery within three (3) days of receipt to CTFMNP@ct.gov.
- ii. Store the electronic benefit cards in a secured and locked location.
- iii. Ensure recipients of SFMNP benefits meet eligibility criteria:
 - a. The individual is 60 years of age or older OR is a disabled individual under the age of 60 living in housing facilities occupied primarily by older individuals where congregate nutrition services are provided.
 - b. The individual has a maximum household income of not more than 185 percent of the annual poverty income guidelines. The most recent income limits available shall be used at the time of distribution to determine eligibility.
 - c. The individual has gone through proper means of testing to support income eligibility. Participants not identified by proper means of testing shall not be given a booklet.
- iv. Each eligible participant shall receive one electronic benefit card and LCA shall inform the participant the electronic benefit card is reusable and should be retained for future seasons.
- v. If a participant's electronic benefit card is lost or stolen the LCA shall inform the participant to contact DoAg's participant helpline to have a replacement card issued.
- vi. Require all eligible participants to properly fill out and sign the Participant Application form found here: <https://shopper.soliportal.com/auth/login> to be issued a new card or have funds added to a card on hand.
- vii. Inform each SFMNP participant of their rights and responsibilities of the SFMNP as identified in the application form linked above in section II, B, vi.
- viii. Inform each SFMNP participant how to use their SFMNP electronic benefit card at authorized locations.
- ix. Inform participants of the illegality of obtaining SFMNP benefits from multiple benefit distribution locations.
- x. Provide nutrition education to participants.
- xi. Provide a hearing process for participants to appeal their eligibility or refer them to the state for an eligibility appeal.
- xii. Distribute and collect completed SFMNP Participant Surveys and return completed surveys by November 1 annually. The number of surveys returned must be equal to at least 10% of the electronic benefit cards distributed, not to exceed 25 surveys. Surveys will only be accepted via the online survey link.
- xiii. Review the Staff Administrative Procedures with all staff and other parties involved in the

distribution of electronic benefit cards as further described in Appendix A.

- xiv. Allow eligible participants to send a proxy to redeem the electronic benefit cards at authorized locations. The form found in Appendix B must be used and updated in the participants account on the SoliSystem portal.
- xv. Provide assurance, upon request of DoAg, that the LCA has not been debarred or suspended and promptly notify DoAg if it is debarred or suspended during the term of this Agreement.
- xvi. Permit a representative of DoAg to conduct site visit(s) to the LCA throughout the duration of the Agreement.
- xvii. Disclose any conflicts of interest between LCA staff and SFMNP participants should the following circumstances exist:
 - a. Members or immediate family members of the ownership, management, or corporate officers of the LCA serve as board members or directors, or
 - b. Members of the ownership, management, or corporate officers serve as board members appointees or are elected officials with oversight of a public or private health agency, or
 - c. Any controlling or membership interest in the LCA is currently under suspension from participating in Connecticut FMNP
- xviii. Retain all SFMNP materials for a minimum of three (3) years. This includes any unused electronic benefit cards, distributed electronic benefit card receipt pages, electronic benefit cards delivery receipts, and participant surveys.
- xix. Issue an agreement between the LCA and any organization, business or municipal agency which receives an allocation of electronic benefit cards from the LCA to distribute to eligible participants. The agreement must include, but is not limited to, containing the following information
 - a. Number of electronic benefit cards received from the LCA
 - b. Verify, sign, and return the Electronic Benefit Card Delivery Receipt to the issuing LCA upon receipt of the SFMNP electronic benefit electronic benefit cards delivery.
 - c. How to receive and store electronic benefit cards
 - d. Who is eligible to receive electronic benefit cards
 - e. How to determine participant eligibility
 - f. How to distribute electronic benefit cards
 - g. How to use the Proxy Form
 - h. Agree to submit the equivalent of an electronic benefit card distribution report
 - i. Agree to return any remaining electronic benefit cards to the issuing distribution site prior to November 30 annually

C. The LCA agrees to the following:

In accordance with federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, this institution is prohibited from discriminating on the basis of race, color, national origin, sex (including gender identity and sexual orientation), disability, age, or reprisal or retaliation for prior civil rights activity.

Program information may be made available in languages other than English. Persons with disabilities who require alternative means of communication to obtain program information (e.g., Braille, large print, audiotope, American Sign Language), should contact the responsible state or local agency that administers the program or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. To file a program discrimination complaint, a Complainant should complete a Form AD-3027, USDA Program Discrimination Complaint Form which can be obtained online at: <https://www.usda.gov/sites/default/files/documents/ad-3027.pdf>, from any USDA office, by calling (866) 632-9992, or by writing a letter addressed to USDA. The letter must contain the complainant's name, address, telephone number, and a written description of the alleged discriminatory action in sufficient detail to inform the Assistant Secretary for Civil Rights (ASCR) about the nature and date of an alleged civil rights violation. The completed AD-3027 form or letter must be submitted to USDA by:

1. **mail:**
U.S. Department of Agriculture
Office of the Assistant Secretary for Civil Rights
1400 Independence Avenue, SW
Washington, D.C. 20250-9410; or
2. **fax:**
(833) 256-1665 or (202) 690-7442; or
3. **email:**
Program.Intake@usda.gov

This institution is an equal opportunity provider.

- D. The LCA hereby agrees that it shall comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.), Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.); Title II and Title III of the Americans with Disabilities Act (ADA) of 1990 as amended by the ADA Amendment Act of 2008 (42 U.S.C. 12131-12189) as implemented by Department of Justice regulations at (28 CFR Parts 35 and 36); Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency." (August 11, 2000), all provisions required by the implementing regulations of the Department of Agriculture (7 CFR Part 15 et seq); and Food and Nutrition Service directives and guidelines to the effect that no person shall, on the ground of race, color, national origin, age, sex, or disability, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity for which the LCA receives Federal financial assistance from Food and Nutrition Services, and hereby gives assurance that it will immediately take measures necessary to effectuate this Agreement.

By providing this assurance, the LCA agrees to compile data, maintain records and submit reports as required to permit effective enforcement of the nondiscrimination laws, and to permit Department personnel during normal working hours to review such records, books and accounts as needed to ascertain compliance with the non-discrimination laws. If there are any violations of this assurance, the Department of Agriculture shall have the right to seek judicial enforcement of this assurance.

This assurance is given in consideration of and for the purpose of obtaining any and all Federal financial assistance, grants and loans of Federal funds, reimbursable expenditures, grant or donation of Federal property and interest in property, the detail of Federal personnel, reimbursable expenditures, grant or donation of Federal property and interest in such property or the furnishing of services without consideration or at a nominal consideration, or at a consideration which is reduced for the purpose of assisting the recipient, or in recognition of the public interest to be served by such sale, lease, or furnishing of services to the recipient, or any improvements made with Federal financial assistance extended to the LCA by the Department. This includes any Federal agreement, arrangement, or other contract which has as one of its purposes the provision of assistance such as food, cash assistance extended in reliance on the representations and agreements made in this assurance.

This assurance is binding on the LCA, its successors, transferees, and assignees as long as it receives assistance or retains possession of any assistance from the Department. The person or persons whose signatures appear below are authorized to sign this assurance on the behalf of the LCA.

- E. The LCA agrees to comply with the STANDARD TERMS AND CONDITIONS found at the following link: <https://www.dropbox.com/scl/fi/xvdgtzocodczr6a6h4h0a/Standard-Terms-and-Conditions-REV-Jan-2024.pdf?rlkey=q7sbqnke0rkkg7fbukkd13dnw&dl=0>

The LCA hereby agree to the foregoing which shall be effective upon signature.

Connecticut Department of Agriculture

By: _____

Bryan Hurlburt, Commissioner

_____ Date

Local Coordinating Agency Town of East Windsor Social Services (legal name)

By: _____

Date _____

Melissa Mattese - Director of Recreation & Community Services

Printed Name and Title of Authorized Signatory

Town

Condition(s):
Bill
Dist/Susp/Bank Address

2022-01-0003661	CORELOGIC CENTRALIZED REFUNDS	77 EAST RD	1/29/2024	7,642.15	0.00	0.00	7,642.15	0.00	Overpaid Tax
2	P O BOX 9202	00465501		8,056.99	0.00	0.00	8,056.99	0.00	-414.84
92	COPPELL TX 75019-9760	Sec. 12-129 Refund of Excess Payments.							
TOTAL	1			7,642.15	0.00	0.00	7,642.15	0.00	-414.84

Total Refunds \$414.84

Suburban Radiolene
Tax Collector

9E