

AGENDA

CITY COUNCIL MEETING

MONDAY, DECEMBER 21, 2009

7:00 P.M.

CITY COUNCIL CHAMBERS, CITY HALL - 45 LYON TERRACE  
BRIDGEPORT, CONNECTICUT

Prayer

Pledge of Allegiance

Roll Call

**MINUTES FOR APPROVAL:**

Approval of City Council Minutes: October 19, 2009; November 2, 2009

**COMMUNICATIONS TO BE REFERRED TO COMMITTEES:**

- 22-09** Communication from Labor Relations and Benefits Administration re Proposed Agreement between the City and The Hartford Life and Accident Insurance Company for Group Short Term and Long Term Disability Benefits for City Employees, referred to Contracts Committee.
- 23-09** Communication from City Attorney re Statements of Councilperson Robert S. Walsh, 132<sup>nd</sup> District to Councilperson Mary Evette Brantley, referred to The Committee of the Whole.

**MATTERS TO BE ACTED UPON (CONSENT CALENDAR):**

- \*01-09** Contracts Committee Report re Agreement with the State for Final Design and Permitting for the Realignment of Main Street (Route 113) at Sikorsky Memorial Airport. File No. AERO 5800-1613, State Project No. DOT 00150336PE.
- \*10-09(A)** Contracts Committee Report re Amended and Restated Agreement - Deferred Compensation Plan under I.R.C. Section 457.
- \*10-09(B)** Contracts Committee Report re Amended and Restated Agreement - Section 401(a) Money Purchase Pension Plan.
- \*04-09** Economic and Community Development and Environment Committee Report re Grant Submission: 2009-2012 State Department of Public Health for a STD/TB Control Program Grant.

**MATTERS TO BE ACTED UPON (CONSENT CALENDAR) CONTINUED:**

- \*05-09** Economic and Community Development and Environment Committee Report re Grant Submission: 2009-2010 State Department of Public Health for a Childhood Lead Poisoning Prevention – Education Outreach Program.
- \*17-09** Economic and Community Development and Environment Committee Report re (REF. # 125-08) Modification of the Development Program for the former Webster School.
- \*18-09** Economic and Community Development and Environment Committee Report re Agreement to Fix Assessment for Certain Units within 800 Seaview Avenue.

THE FOLLOWING NAMED PERSONS HAVE REQUESTED PERMISSION TO ADDRESS THE CITY COUNCIL ON MONDAY, DECEMBER 21, 2009, AT 6:30 P.M., IN THE CITY COUNCIL CHAMBERS, CITY HALL, 45 LYON TERRACE, BRIDGEPORT, CT.

**NAME**

**SUBJECT**

---

Daniella Rosicclair  
84 Ocean Avenue  
Bridgeport, CT 06605

Voice Opinion

Representative Christopher L. Caruso  
Legislative Office Building, Room 5001  
Hartford, CT 06106-1591

Proposed Jail

Cecil C. Young  
98 Carroll Avenue  
Bridgeport, CT 06607

Unethical Tactics

Donald F. Rainone, Ph.D.  
Executive Director/CEO  
Music and Arts Center for Humanity  
510 Barnum Avenue, 3<sup>rd</sup> Fl.  
Bridgeport, CT 06608

Music and Arts Center

Joan Rosenbaum  
Board Chair  
Music and Arts Center for Humanity  
510 Barnum Avenue, 3<sup>rd</sup> Fl.  
Bridgeport, CT 06608

Music and Arts Center

**CITY COUNCIL PUBLIC SPEAKING SESSION  
DECEMBER 21, 2009  
6:30 p.m.**

ATTENDANCE: Council members: Brannelly, M. McCarthy, Taylor-Moye, Brantley, Walsh, T. McCarthy, Lyons, Vizzo-Paniccia, Bonney, Silva, M. Avala, Martinez, Paoletto, Curwen, Baker, Holloway

Council President McCarthy called the public speaking session to order at 6:30 p.m.

The city clerk took the roll call and announced there was a quorum.

THE FOLLOWING NAMED PERSONS HAVE REQUESTED PERMISSION TO ADDRESS THE CITY COUNCIL ON MONDAY, DECEMBER 21, 2009, AT 6:30 P.M., IN THE CITY COUNCIL CHAMBERS, CITY HALL, 45 LYON TERRACE, BRIDGEPORT, CT.

RECEIVED  
CITY CLERKS OFFICE  
DEC 21 2009  
6:30 PM  
CITY CLERK

| NAME | SUBJECT |
|------|---------|
|------|---------|

|  |               |
|--|---------------|
| Daniella Rosicclair<br>84 Ocean Avenue<br>Bridgeport, CT 06605 | Voice Opinion |
|--|---------------|

This speaker was called to address the city council three times. She wasn't present to speak.

|   |               |
|---|---------------|
| Representative Christopher L. Caruso<br>Legislative Office Building, Room 5001<br>Hartford, CT 06106-1591 | Proposed Jail |
|---|---------------|

It was announced that this speaker wouldn't address the city council tonight because he was called to the capitol.

|   |                   |
|---|-------------------|
| Cecil C. Young<br>98 Carroll Avenue<br>Bridgeport, CT 06607 | Unethical Tactics |
|---|-------------------|

Cecil Young stated that he was there to speak about the CT Post article regarding removal of one of the council members. He expressed that he liked Council member Walsh and he felt that he was one of the best they ever had. He said that in looking at what Council member Walsh said, he thought that the implication was to express what it's like to be let down for people of color. He recalled how Council member Walsh has stood up in the past for equality and other issues. In his opinion, he thought that Council member Walsh should be given a reward. He further recalled how he stood up for him through his ordeal regarding past allegations. He stressed that people of color should start to be included in what's going on.

He went on to say that he is a taxpayer and he was fed up with being ignored. He stated that the only way to be heard is to state that he was tired of being treated like a...*(he used the N word)*. Council President McCarthy admonished Mr. Young to ask him to refrain from using the "N" word language.

Mr. Young continued his tirade about being treated like a ..*(N word used again)*. He became loud and said he wanted justice, in view of the fact that he pays taxes. Council President McCarthy attempted to interject, but Mr. Young didn't acknowledge him. Council member McCarthy finally stated that his time was up to speak and he banged the gavel for him to stop speaking.

Donald F. Rainone, Ph.D.  
Executive Director/CEO  
Music and Arts Center for Humanity  
510 Barnum Avenue, 3<sup>rd</sup> Fl.  
Bridgeport, CT 06608

Music and Arts Center

This speaker wasn't present to address the city council.

Joan Rosenbaum  
Board Chair  
Music and Arts Center for Humanity  
510 Barnum Avenue, 3<sup>rd</sup> Fl.  
Bridgeport, CT 06608

Music and Arts Center

This speaker wasn't present to address the city council.

Lisa Parziale signed up this evening to address the city council.

She stated she was there with a heavy heart regarding her friendship and as the godmother of Council member Brantley's nephew. She went on to say that before Council member Brantley started passing around the message that Council member Walsh left her, she told her she was angry and upset with Council member Walsh and she asked her where the tape was. She suggested that they get together with the district leader and Council member Walsh and discuss the matter, and if an apology was warranted she would get it. She further told her that she might be disappointed at the outcome. Subsequently, Council member Brantley found out that she was correct and she then stated that she would go to Council President McCarthy.

She went on to say that she hasn't heard from Council member Brantley since that conversation. Recently, Council member Brantley called her to say that someone told her she was upset with her; but she said that wasn't true at all. She went on to recall the years that she served on the council. She further stated that the way the matter was handled

was inappropriate and the way the message was being thrown around the city and through the media was wrong.

She relayed that they also had a conversation about Council member McCarthy running for the city council. And she claimed that Council member Brantley told her that she wouldn't vote for him and that he could go back to "*picking potatoes*". She said she took this comment as a public slur. Council member Brantley spoke from her seat and chanted the words "*shame on you!*" to Ms. Parziale.

Council President McCarthy banged his gavel to maintain order and to end Ms. Parziale speaking.

The public speaking session ended at 6:57 p.m.

## CITY COUNCIL MEETING

Monday, December 21, 2009

7:00 pm.

City Council Chambers, City Hall - 45 Lyon Terrace  
Bridgeport, Connecticut

ATTENDANCE: Council members: Brannelly, M. McCarthy, A. Ayala, Taylor-Moye, Brantley, Walsh, T. McCarthy, Austin, Lyons, Vizzo-Paniccia, Bonney, Blunt, \*dePara, Silva, M. Ayala, Martinez, Paoletto, Curwen, Baker, Holloway

\* = arrived at 7:25 p.m.

Mayor Finch called the meeting to order at 7:13 p.m.

- Prayer - Council member Anderson Ayala offered the prayer.
- Pledge of Allegiance - Council member Manual Ayala led the pledge.
- Roll Call - The city clerk took the roll call and announced there was a quorum.

### MINUTES FOR APPROVAL:

Approval of City Council Minutes: October 19, 2009; November 2, 2009

- \*\* COUNCIL MEMBER PAOLETTO MOVED TO COMBINE THE MINUTES FOR APPROVAL
- \*\* COUNCIL MEMBER AUSTIN SECONDED
- \*\* MOTION PASSED UNANIMOUSLY

### Correction – October 19, 2009 minutes

Under Public Speaking Session, page 1; 2<sup>nd</sup> paragraph, *where it reads:*

**Council President McCarthy, 134<sup>th</sup> District stated that there have been talks with Council member Vizzo-Paniccia regarding the problem.**

***should read:* Council President McCarthy, 134<sup>th</sup> District stated that there have been talks with Council member Vizzo-Paniccia and Council member Lyons regarding the problem.**

- \*\* COUNCIL MEMBER T. MCCARTHY MOVED TO APPROVE THE OCTOBER 19, 2009 MINUTES AS AMENDED

**\*\* COUNCIL MEMBER PAOLETTO SECONDED  
\*\* MOTION PASSED UNANIMOUSLY**

**COMMUNICATIONS TO BE REFERRED TO COMMITTEES:**

**22-09** Communication from Labor Relations and Benefits Administration re Proposed Agreement between the City and The Hartford Life and Accident Insurance Company for Group Short Term and Long Term Disability Benefits for City Employees, referred to Contracts Committee.

**23-09** Communication from City Attorney re Statements of Councilperson Robert S. Walsh, 132<sup>nd</sup> District to Councilperson Mary Evette Brantley, referred to The Committee of the Whole.

**\*\* COUNCIL MEMBER T. McCARTHY MOVED TO APPROVE  
\*\* COUNCIL MEMBER AUSTIN SECONDED  
\*\* MOTION PASSED WITH NINETEEN VOTES IN FAVOR AND ONE VOTE IN OPPOSITION (COUNCIL MEMBER BAKER)**

**MATTERS TO BE ACTED UPON (CONSENT CALENDAR):**

The city clerk read the items into the record.

**\*01-09** Contracts Committee Report re Agreement with the State for Final Design and Permitting for the Realignment of Main Street (Route 113) at Sikorsky Memorial Airport. File No. AERO 5800-1613, State Project No. DOT 00150336PE.

**\*10-09(A)** Contracts Committee Report re Amended and Restated Agreement – Deferred Compensation Plan under I.R.C. Section 457.

**\*10-09(B)** Contracts Committee Report re Amended and Restated Agreement – Section 401(a) Money Purchase Pension Plan.

**\*04-09** Economic and Community Development and Environment Committee Report re Grant Submission: 2009-2012 State Department of Public Health for a STD/TB Control Program Grant.

**\*05-09** Economic and Community Development and Environment Committee Report re Grant Submission: 2009-2010 State Department of Public Health for a Childhood Lead Poisoning Prevention – Education Outreach Program.

**\*17-09** Economic and Community Development and Environment Committee Report re (REF. # 125-08) Modification of the Development Program for the former Webster School.

**\*18-09** Economic and Community Development and Environment Committee Report re Agreement to Fix Assessment for Certain Units within 800 Seaview Avenue. - *removed from the consent calendar*

Council member Holloway requested to remove item **\*18-09** Economic and Community Development and Environment Committee Report re Agreement to Fix Assessment for Certain Units within 800 Seaview Avenue.

\*\*  
\*\*  
\*\*  
**COUNCIL MEMBER PAOLETTO MOVED TO APPROVE  
COUNCIL MEMBER T. McCARTHY SECONDED  
MOTION PASSED UNANIMOUSLY**

The agenda returned to item **\*18-09** Economic and Community Development and Environment Committee Report re Agreement to Fix Assessment for Certain Units within 800 Seaview Avenue.

Council member Curwen stated that the chairman of the committee should speak on this item first. He stated the matter went before the committee and it passed unanimously.

\*\*  
\*\*  
**COUNCIL MEMBER CURWEN MOVED TO APPROVE  
COUNCIL MEMBER A. AYALA SECONDED**

Council member Holloway stated that he spoke to Bill Coleman, OPED project director and he updated him on what was going on. He asked Mr. Coleman to address the city council.

Mr. Coleman briefly updated on this matter as it was discussed during the ECDE meeting held on December 15, 2009; regarding assessment of the taxes for this project.

Council member Holloway stated that several project in Bridgeport have been given tax breaks to the buyer, not the developer. He further noted how other proposed projects in the city were handled. He said that his position was that they needed to make sure that the buyer is the recipient of the tax break and a tax break for the developer is not part of the deal. Mr. Coleman concurred that was correct.

Mr. Coleman said it was important to point out that the resolution pertains to new owners only and the property can't be transferred.

Council member Holloway further asked if a tax break was spelled out in the agreement. Mr. Coleman stated that a 7-year rate would apply and assessed accordingly. He further explained how this would affect the developer. If they aren't selling units, the developer gets a tax incentive to sell the units and down payment assistance will be offered.

Council member Holloway asked about the price of materials for construction. He questioned why other units weren't being built now. Mr. Coleman stated there were still a number of units to sell and construct.

\*\*  
**MOTION PASSED UNANIMOUSLY**

**\*\* COUNCIL MEMBER VIZZO-PANICCIA MOVED TO SUSPEND THE RULES FOR THE PURPOSE OF ADDING AN ITEM TO THE AGENDA  
\*\* COUNCIL MEMBER BRANTLEY SECONDED**

Council member Curwen asked what the details of the communication was.

Council member Vizzo-Paniccia read the title of the item: **02-09 Proposed settlement of claim re Music and Arts Center for Humanity, Inc. regarding Termination of Lease.**

She stated that a Miscellaneous Matters Committee meeting was held tonight regarding the termination of the lease for MACH.

**\*\* MOTION PASSED UNANIMOUSLY**

Council member Vizzo-Paniccia noted that the matter was discussed in committee and the item was approved and passed for a settlement of \$60k.

**\*\* COUNCIL MEMBER VIZZO-PANICCIA MOVED TO APPROVE  
\*\* COUNCIL MEMBER T. McCARTHY SECONDED**

Council member Curwen questioned where the money was coming from to settle the claim.

Council member Vizzo-Paniccia stated that in regard to the the e-mail sent, it was sent out to request that all council members attend the meeting for an update on the matter. She relayed that the city will pay out \$60,000.00 to MACH. She further noted that similar types of settlements often come before the Miscellaneous Matters Committee, brought before the committee through the city attorney's office.

Council member Holloway asked City Attorney Anastasi to explain the terms of the settlement. Attorney Anastasi said the monetary settlement wasn't confidential. He added that the matter involved the early termination of a lease. He suggested that they enter into executive session if they required further details.

Council member Holloway asked if the city terminated the lease or if MACH backed out of the lease. Attorney Anastasi said the settlement was worked out between both parties. He reiterated that any other confidential details should be discussed in executive session.

**\*\* COUNCIL MEMBER BAKER MADE A MOTION TO ENTER INTO EXECUTIVE SESSION**

**\*\* COUNCIL MEMBER dePARA SECONDED**

**\*\* MOTION PASSED UNANIMOUSLY**

*The city council members moved into executive session at 7:35 p.m.*

*The city council members came out of executive session at 7:40 p.m.*

Mayor Finch recalled the motion that was on the floor to approve item 02-09 Proposed settlement of claim re Music and Arts Center for Humanity, Inc. regarding Termination of Lease.

**\*\* COUNCIL MEMBER VIZZO-PANICCIA MOVED TO APPROVE  
\*\* COUNCIL MEMBER T. McCARTHY SECONDED  
\*\* MOTION PASSED WITH NINETEEN VOTES IN FAVOR AND ONE VOTE IN  
OPPOSITION (COUNCIL MEMBER BAKER)**

*\*Council member Vizzo-Paniccia reminded the council members that they needed to sign the paperwork regarding this item.*

Other business:

◆ Council President McCarthy acknowledged Maria Periera as the new Board of Education President.

◆ Council members: T. McCarthy, Silva and Bonney approached the front of council chambers to recognize the new council members. He presented them with their City of Bridgeport badges and pins. He extended a welcome and friendship to the new members. And he expressed that he wished them luck in the hard work that they will begin to take on.

◆ *The new council members that were recognized are as follows:*

*Council member Lydia Martinez*

*Council member Manual Ayala*

*Council member Anderson Ayala*

*Council member Martin McCarthy*

Council President McCarthy further welcomed the new city council members on behalf of the city council. He noted that there was a lot of work to be done and he was happy to have them serve on the city council.

Council President wished Happy Holidays to everyone!

Mayor Finch stated that MACH has worked diligently with the children in the city, in regard to encouraging excitement about learning. He said he was happy to have worked out a settlement with them. He thanked them for their patience. - *there was applause from the audience members!*

## ADJOURNMENT

**\*\* COUNCIL MEMBER T. McCARTHY MOVED TO ADJOURN  
\*\* COUNCIL MEMBER VIZZO-PANICCIA SECONDED  
\*\* MOTION PASSED UNANIMOUSLY**

Mayor Finch wished everyone Merry Christmas and Happy Hanukkah!

The meeting adjourned at 8:10 p.m.

Respectfully submitted,

Diane Graham  
Telesco Secretarial Services



BILL FINCH  
Mayor

CITY OF BRIDGEPORT  
**LABOR RELATIONS AND BENEFITS ADMINISTRATION**

45 Lyon Terrace, Bridgeport, Connecticut 06604

LAWRENCE E. OSBORNE  
Director  
(203) 576-7843

JANET M. FINCH  
Human Resources  
Manager  
(203) 576-8474

RICHARD D. WEINER  
Benefits Manager  
(203) 576-7007

Comm #22-09 Referred to Contracts Committee on 12/21/09

December 10, 2009

Honorable Fleeta Hudson  
City Clerk  
City of Bridgeport  
45 Lyon Terrace  
Bridgeport, CT 06604

Dear Madam Clerk:

Attached please find an original and twenty copies of:

- (1) Proposal from The Hartford Life and Accident Insurance Company for Group Short Term and Long Term Disability Benefits for City Employees, and
- (2) Sample Certificate of Insurance for these benefits from The Hartford.

The benefits and premiums are intended to commence not later than March 1, 2010 and continue in force for 36 months.

I respectfully request that these documents be referred to the Contracts Committee at the Council meeting of December 21, 2009.

Sincerely,

Richard D. Weiner  
Benefits Manager

RECEIVED  
CITY CLERKS OFFICE  
09 DEC 11 AM 10:34  
ATTEST  
CITY CLERK



**CERTIFICATE OF INSURANCE**

**HARTFORD LIFE AND ACCIDENT INSURANCE COMPANY  
Simsbury, Connecticut  
(A stock insurance company)**

Hartford Life Insurance Company issues group insurance policies in New York. Hartford Life and Accident Insurance Company is used in all other states.

If The Policy is written through a trust, the trustees of the trust would be the policyholder and the Participating Employer Name and Account Number would be added.

**Policyholder: ABC COMPANY**  
**Policy Number: GRH-705555**  
**Policy Effective Date: April 1, 2006**  
**Policy Anniversary Date: April 1, 2007**

We have issued The Policy to the Policyholder. Our name, The Policyholder's name and The Policy Number are shown above. The provisions of The Policy, which are important to You, are summarized in this certificate consisting of this form and any additional forms which have been made a part of this certificate. This certificate replaces any other certificate We may have given to You earlier under The Policy. The Policy alone is the only contract under which payment will be made. Any difference between The Policy and this certificate will be settled according to the provisions of The Policy on file with Us at Our home office. The Policy may be inspected at the office of the Policyholder.

Signed for the Company

**Richard G. Costello, Secretary**

**Thomas M. Marra, President**

Defined terms are capitalized throughout the Certificate.

*A note on capitalization in this certificate:*  
Capitalization of a term, not normally capitalized according to the rules of standard punctuation, indicates a word or phrase that is a defined term in The Policy or refers to a specific provision contained herein.

**Note:** This is a sample contract and does not constitute a legal document. Language shows common customer choices, not all available options. The provisions herein are not intended to be relied upon as the benefits you purchased.

**TABLE OF CONTENTS**

This sample represents our standard contract and includes some common options. State exceptions may apply.

|  | <b>PAGE</b> |
|--|-------------|
| <b>Schedule of Insurance</b> .....           | 3           |
| Cost of Coverage.....                        | 3           |
| Eligible Class(es) for Coverage .....        | 3           |
| Eligibility Waiting Period for Coverage..... | 3           |
| Benefit Amounts.....                         | 3           |
| <b>Eligibility and Enrollment</b> .....      | 4           |
| Eligible Persons.....                        | 4           |
| Eligibility for Coverage.....                | 4           |
| Enrollment.....                              | 4           |
| [Evidence of Insurability] .....             | 4           |
| <b>Period of Coverage</b> .....              | 5           |
| Effective Date.....                          | 5           |
| Deferred Effective Date.....                 | 5           |
| Termination.....                             | 6           |
| Continuation Provisions.....                 | 7           |
| <b>Benefits</b> .....                        | 7           |
| Disability Benefit.....                      | 7           |
| Calculation of Weekly Benefit.....           | 8           |
| Disabled and Working Benefit.....            | 8           |
| Termination of Payment.....                  | 9           |
| Rehabilitative Employment Benefit.....       | 9           |
| <b>Exclusions and Limitations</b> .....      | 9           |
| [Pre-Existing Condition Limitation] .....    | 10          |
| <b>General Provisions</b> .....              | 10          |
| <b>Definitions</b> .....                     | 14          |

**Note:** This is a sample contract and does not constitute a legal document. Language shows common customer choices, not all available options. The provisions herein are not intended to be relied upon as the benefits you purchased.

## SCHEDULE OF INSURANCE

- |  |   |
|--|---|
| <p>The Schedule of Insurance specifications will be tailored to the Employer's requirements.</p>   | <p>▶ The Policy of short term Disability insurance provides You with short term income protection if You become Disabled from a covered Injury, Sickness or pregnancy. Please refer to Your group enrollment form to see the Option that applies to You.</p>  |
| <p>Contributory or non-contributory coverage is available.</p>   | <p>▶ <b>Cost of Coverage:</b><br/>You [must/do not] contribute toward the cost of coverage</p>  |
| <p>A person's class determines the benefits for which he or she is eligible.</p>   | <p>▶ <b>Eligible Class(es) For Coverage:</b><br/>All Full-time Active Employees who are citizens or legal residents of the United States, its territories and protectorates; excluding temporary, leased or seasonal Employees.</p>   |
| <p>Included if the Employer offers an Annual Enrollment Period.</p>  | <p>▶ <b>[Annual Enrollment Period:</b> as determined by Your Employer on a yearly basis]</p> <p><b>Full-time Employment:</b><br/>at least [30] hours weekly</p>   |
| <p>A variety of options are available.</p>   | <p>▶ <b>Eligibility Waiting Period for Coverage:</b><br/>[30 days - if You are working for the Employer on the Policy Effective Date; or 60 day(s) - if You start working for the Employer after the Policy Effective Date.]</p>  |
| <p>Previous service with the Employer may be used to reduce the waiting period for coverage.</p>   | <p>▶ The time period(s) referenced above are continuous. Eligibility Waiting Period for Coverage will be reduced by the period of time You were a Full-time Active Employee with the Employer under the Prior Policy.</p>   |
| <p>A typical plan design is 8th day Injury/8th day Sickness, but many options are available.</p>   | <p>▶ <b>Benefits Commence:</b></p> <ol style="list-style-type: none"> <li>1) for Disability caused by Injury: on the [8<sup>th</sup>] consecutive day of Total Disability or Disabled and Working;</li> <li>2) for Disability caused by Sickness: on the [8<sup>th</sup>] consecutive day of Total Disability or Disabled and Working.</li> </ol> |
| <p>Optional First Day Hospital Benefit. A Benefit that includes first day outpatient surgery is also available to keep pace with today's changing medical environment.</p> | <p>▶ [For hospital confinements of 24 hours or more, benefits commence on the first day of hospital confinement.]</p>   |
| <p>Benefits are available on a percent of earnings or as a flat dollar amount.</p> <p>Core/Buy-up options are also available.</p>  | <p>▶ <b>Weekly Benefit:</b><br/>The lesser of:</p> <ol style="list-style-type: none"> <li>1) [60]% of Your Pre-disability Earnings; or</li> <li>2) \$[500],</li> </ol> <p>reduced by Other Income Benefits</p>  |
| <p>The optional Minimum Weekly Benefit is recommended for contributory plans.</p>  | <p>▶ <b>Minimum Weekly Benefit:</b><br/>\$[25]</p>  |

**Note:** This is a sample contract and does not constitute a legal document. Language shows common customer choices, not all available options. The provisions herein are not intended to be relied upon as the benefits you purchased.

Plans that include a Pre-existing Limitation may pay a benefit for a limited period of time while the pre-existing investigation is pending.

Other duration options are available.

Additional benefits which are described in more detail later on in the booklet.

▶ **Maximum Duration of Benefits Payable:**

If Your Disability is the result of a Pre-existing Condition: [4] week(s) if caused by Injury or Sickness; otherwise

▶ [26] week(s) if caused by Injury; or  
▶ [26] week(s) if caused by Sickness.

▶ **Additional Benefits:**

Disabled and Working Benefit  
Rehabilitative Employment Benefit

**ELIGIBILITY AND ENROLLMENT**

**Eligible Persons:** *Who is eligible for coverage?*

All persons in the class or classes shown in the Schedule of Insurance will be considered Eligible Persons.

**Eligibility for Coverage:** *When will I become eligible?*

You will become eligible for coverage on the later of:

- 1) the Policy Effective Date; or
- 2) the date You complete the Eligibility Waiting Period for Coverage shown in the Schedule of Insurance, if applicable.

Enrollment for non-contributory coverage. ▶

**[Enrollment:** *How do I enroll for coverage?*

All eligible Active Employees will be enrolled automatically by the Employer.]

Enrollment for contributory coverage. ▶  
Also includes the following sections:

*Evidence of Insurability  
Change in Family Status  
Changes In Coverage*

**[Enrollment:** *How do I enroll for coverage?*

To enroll for coverage you must:

- 1) complete and sign a group insurance enrollment form which is satisfactory to Us; and
- 2) deliver it to Your Employer.

[You have the option to enroll by voice recording or electronically. Your Employer will provide instructions.]

If You do not enroll within 31 days after becoming eligible under The Policy, or if You were eligible to enroll under the Prior Policy and did not do so, and later choose to enroll [or if You enroll for a Weekly Benefit Amount greater than the Guaranteed Issue Amount]:

- 1) You must give Us Evidence of Insurability satisfactory to Us; and
- 2) You may only enroll:
  - a) during an Annual Enrollment Period designated by the Policyholder; or
  - b) within 31 days of the date You have a Change in Family Status.

The dates of the Annual Enrollment Period are shown in the Schedule of Insurance.]

Applies to late entrants. ▶

**[Evidence of Insurability:** *What is Evidence of Insurability?*

Evidence of Insurability must be satisfactory to Us and may include, but will not be limited to,:

- 1) a completed and signed application approved by Us;
- 2) a medical examination;
- 3) an attending Physician's statement; and
- 4) any additional information We may require.

All Evidence of Insurability will be furnished at Your expense. We will then determine if You are insurable under The Policy.]

**Note:** This is a sample contract and does not constitute a legal document. Language shows common customer choices, not all available options. The provisions herein are not intended to be relied upon as the benefits you purchased.

The Employer selects which of these Family Status changes to include in The Policy. Domestic Partner language may be included when requested. States may vary terms and availability of Domestic Partner coverage.

► **[Change in Family Status: *What constitutes a Change in Family Status?***

A Change in Family Status occurs when:

- 1) You get married [or You execute a domestic partner affidavit];
- 2) You and Your spouse divorce or You terminate a domestic partnership;
- 3) Your child is born or You adopt or become the legal guardian of a child;
- 4) Your spouse [or domestic partner] dies;
- 5) Your child is no longer financially dependent on You or dies;
- 6) Your spouse is no longer employed, which results in a loss of group insurance; or
- 7) You have a change in classification from part-time to full-time or from full-time to part-time.]

**PERIOD OF COVERAGE**

Applies to non-contributory plans. ►

**Effective Date:** When does my coverage start?

If You are not required to contribute toward The Policy's cost, Your coverage will start on the date You become eligible.]

Applies to contributory plans. ►

**[Effective Date: *When does my coverage start?***

If You must contribute toward The Policy's cost, Your coverage will start on the earliest of:

- 1) the date You become eligible, for benefit amounts not requiring Evidence of Insurability, if You enroll or have enrolled by then;
- 2) the date on which You enroll, for benefit amounts not requiring Evidence of Insurability, if You do so within 31 days after the date You are eligible;
- 3) the date We approve Your Evidence of Insurability, for benefit amounts requiring Evidence of Insurability; or
- 4) the first day of the month following the Annual Enrollment Period if You enroll, for benefit amounts not requiring Evidence of Insurability, during an Annual Enrollment Period.]

Use #4 with contributory and cafeteria plans. ►

**Deferred Effective Date:** *When will my effective date for coverage or a change in my coverage be deferred?*

If You are absent from work due to :

- 1) accidental bodily injury;
- 2) Sickness;
- 3) Mental Illness;
- 4) Substance Abuse; or
- 5) pregnancy;

on the date Your insurance, or increase in coverage, would otherwise have become effective, Your insurance, or increase in coverage will not become effective until You are Actively at Work one full day.

For contributory coverage with Annual Enrollment and Change in Family Status. ►

**Changes in Coverage:** *Can I change my benefit options?*

You may change Your benefit option only:

- 1) during an Annual Enrollment Period; or
- 2) within 31 days of a Change in Family Status.

At such time You may decrease coverage, or increase coverage to a higher option. An increase in coverage will be subject to Your submission of an application that meets Our approval.

**Note:** This is a sample contract and does not constitute a legal document. Language shows common customer choices, not all available options. The provisions herein are not intended to be relied upon as the benefits you purchased.

*When will a requested change in benefit option take effect?*

If You enroll for a change in benefit option during an Annual Enrollment Period, the change will take effect on the later of:

- 1) the first day of the month following the Annual Enrollment Period; or
- 2) the date We approve Your Evidence of Insurability if You are required to submit Evidence of Insurability.

If You enroll for a change in benefit option within 31 days following a Change in Family Status, the change will take effect on the later of:

- 1) the date You enroll for the change; or
- 2) the date We approve Your Evidence of Insurability if You are required to submit Evidence of Insurability.

Any such increase in coverage is subject to the following provisions:

- 1) Deferred Effective Date; and
- 2) Pre-existing Conditions Limitations.

Employees will not ordinarily lose coverage due to change in carriers.

► **Continuity From A Prior Policy:** *Is there continuity of coverage from a Prior Policy?*

If You were:

- 1) insured under the Prior Policy; and
- 2) not eligible to receive benefits under the Prior Policy;

on the day before the Policy Effective Date, the Deferred Effective Date provision will not apply.

Additional no loss, no gain language is included if the plan has a Pre-existing Condition Limitation.

► *[Is my coverage under The Policy subject to the Pre-existing Condition Limitation?*

If You become insured under The Policy on the Policy Effective Date and were covered under the Prior Policy on the day before the Policy Effective Date, the Pre-existing Conditions Limitation will end on the earliest of:

- 1) the Policy Effective Date, if Your coverage for the Disability was not limited by a pre-existing condition restriction under the Prior Policy; or
- 2) the date the restriction would have ceased to apply had the Prior Policy remained in force, if Your coverage was limited by a Pre-existing Condition Limitation under the Prior Policy.

The amount of the Weekly Benefit payable for a Pre-existing Condition in accordance with the above paragraph will be the lesser of:

- 1) the Weekly Benefit which was paid by the Prior Policy; or
- 2) the Weekly Benefit provided by The Policy.

The Pre-existing Conditions Limitation will apply after the Policy Effective Date to the amount of a benefit increase which results from a change from the Prior Policy to The Policy, a change in benefit options, a change of class or a change in The Policy.]

Coverage will terminate unless it is continued in accordance with a Continuation Provision.

► **Termination:** *When will my coverage end?*

Your coverage will end on the earliest of the following:

- 1) the date The Policy terminates;
- 2) the date The Policy no longer insures Your class.
- 3) the date the premium payment is due but not paid.
- 4) the last day of the period for which You make any required premium contribution.
- 5) the date Your Employer terminates Your employment.
- 6) the date You cease to be a Full time Active Employee in an eligible class for any reason;

unless continued in accordance with any of the Continuation Provisions.

**Note:** This is a sample contract and does not constitute a legal document. Language shows common customer choices, not all available options. The provisions herein are not intended to be relied upon as the benefits you purchased.

Continuation Provisions allow an Employer to extend coverage beyond the date when it would have terminated.

Coverage under the Continuation Provisions requires payment of premium. If premium payment ceases or the Policy terminates, coverage ends.

Continuation of coverage for FMLA.

Additional continuation options are available to accommodate lay-off, leave of absence or other non-FMLA leaves.

Coverage will continue during the period of time that an insured is receiving short term Disability benefits if premium continues to be paid.

The Hartford standard is a residual plan. This aligns with our Ability Philosophy by encouraging employees to continue working as long as they are able. An employee does not need to be Totally Disabled to satisfy the Benefits Commence Period.

► **Continuation Provisions:** *Can my coverage be continued beyond the date it would otherwise terminate?*

Coverage can be continued by Your Employer beyond a date shown in the Termination provision, if Your Employer provides a plan of continuation which applies to all employees the same way. Continued coverage:

- 1) is subject to any reductions in The Policy;
- 2) is subject to payment of premium by the Employer; and
- 3) terminates if:
  - a) The Policy terminates;
  - b) coverage for Your class terminates.

In any event, Your benefit level, or the amount of earnings upon which Your benefits may be based, will be that in effect on the day before Your coverage was continued. Coverage may be continued in accordance with the above restrictions and as described below:

► **Family Medical Leave:** If You are granted a leave of absence, in writing, according to the Family and Medical Leave Act of 1993, or other applicable state or local law, Your coverage may be continued for up to 12 weeks, or longer if required by other applicable law, following the date Your leave commenced. If the leave terminates prior to the agreed upon date, this continuation will cease immediately.

► **Extension of Benefits for Disability: Do my benefits continue if the Policy terminates?**

If You are entitled to benefits while Disabled and The Policy terminates, benefits:

- 1) will continue as long as You remain Disabled by the same Disability; but
- 2) will not be provided beyond the date We would have ceased to pay benefits had the insurance remained in force.

Termination of The Policy for any reason will have no effect on Our liability under this provision.

► **Coverage while Disabled: Does my insurance continue while I am Disabled and no longer an Active Employee?**

If You are Disabled and You cease to be an Active Employee, Your insurance will be continued:

- 1) while You remain Disabled; and
- 2) until the end of the period for which You are entitled to receive short term Disability Benefits.

After short term Disability benefit payments have ceased, Your insurance will be reinstated, provided:

- 1) You return to work for one full day as a Full-time Active Employee in an eligible class;
- 2) The Policy remains in force; and

the premiums for You were paid during Your Disability, and continue to be paid.

## **BENEFITS**

► **Disability Benefit: What are my Disability Benefits under The Policy?**

If, while covered under this Benefit, You:

- 1) become Disabled;
- 2) remain Disabled; and
- 3) submit Proof of Loss to Us;

We will pay the Weekly Benefit.

The amount of any Weekly Benefit payable will be reduced by:

- 1) the total amount of all Other Income Benefits, including any amount for which You could collect but did not apply; and
- any income received from the Employer for the period You are Disabled.

**Note:** This is a sample contract and does not constitute a legal document. Language shows common customer choices, not all available options. The provisions herein are not intended to be relied upon as the benefits you purchased.

This is a proportionate loss formula. If a disabled employee is working in an approved rehab program, the Rehabilitative Employment Formula, which only offsets for 50% of current work earnings, will be used to calculate the benefit.

An optional work incentive benefit formula, available for employers with 500+ employees, allows disabled employees to receive up to 100% of pre-disability income.

The standard STD recurrent period is 5 days for every 30 days of the LTD Elimination Period or 15 days if not sold with LTD coverage.

An option to allow the STD recurrent period to equal up to ½ of the LTD Elimination Period is also available.

This allows the STD recurrent to integrate with the recurrent period during the LTD Elimination Period.

▶ **Disabled and Working Benefits:** *How are benefits paid when I am Disabled and Working?*

If, while covered under this benefit, You are Disabled and Working, as defined, We will use the following calculation to determine Your Weekly Benefit:

$$\text{Weekly Benefit} = \frac{(A - B) \times C}{A}$$

Where

**A** = Your Weekly Pre-disability Earnings.

**B** = Your Current Weekly Earnings.

**C** = The Weekly Benefit payable if You were Totally Disabled.

If You are participating in a program of Rehabilitative Employment approved by Us, We will determine Your Weekly Benefit by the Rehabilitative Employment Benefit.

Days which You are Disabled and Working may be used to satisfy the Benefits Commence Period.

**Minimum Weekly Benefit:** *Is there a Minimum Weekly Benefit?*

Your Weekly Benefit will not be less than the Minimum Weekly Benefit shown in the Schedule of Insurance.

**Partial Week Payment:** *How is a benefit calculated for a period of less than a week?*

If a Weekly Benefit is payable for less than a week, We will pay [1/5] of the Weekly Benefit for each day You were Disabled.

▶ **Recurrent Disability:** *What happens to my benefits if I return to work as an Active Employee and then become Disabled again?*

When Your return to work as an Active Employee is followed by a Disability, and such Disability is:

- 1) due to the same cause; or
- 2) due to a related cause; and
- 3) within [15] consecutive calendar days of the return to work;

the Period of Disability prior to Your return to work and the recurrent Disability will be considered one Period of Disability, provided The Policy remains in force.

If You return to work as an Active Employee for [15] consecutive days or more, any recurrence of a Disability will be treated as a new Disability.

**Period of Disability** means a continuous length of time during which You are Disabled under The Policy.

**Multiple Causes:** *How long will benefits be paid if a period of Disability is extended by another cause?*

If a period of Disability is extended by a new cause while Weekly Benefits are payable, Weekly Benefits will continue while You remain Disabled, subject to the following:

- 1) Weekly Benefits will not continue beyond the end of the original Maximum Duration of Benefits; and
- 2) any Exclusions and Pre-Existing Conditions Limitation will apply to the new cause of Disability.

**Note:** This is a sample contract and does not constitute a legal document. Language shows common customer choices, not all available options. The provisions herein are not intended to be relied upon as the benefits you purchased.

**Termination of Payment:** *When will my benefit payments end?*

Benefit payments will stop on the earliest of:

- 1) the date You are no longer Disabled;
- 2) the date You fail to furnish Proof of Loss;
- 3) the date You are no longer under the Regular Care of a Physician;
- 4) the date You refuse Our request that You submit to an examination by a Physician or other qualified medical professional;
- 5) the date of Your death;
- 6) the date You refuse to receive recommended treatment that is generally acknowledged by Physicians to cure, correct or limit the disabling condition;
- 7) the last day benefits are payable according to the Maximum Duration of Benefits;
- 8) the date Your Current Weekly Earnings exceed 80% of Your Pre-disability Earnings if You are receiving benefits for being Disabled from Your Occupation; or
- 9) the date no further benefits are payable under any provision in The Policy that limits benefit duration.

Our Vocational Rehabilitation Program offers comprehensive clinical, vocational and job placement services, as well as work-related news, research and continuing education.

We only offset 50% of work earnings for claimants in approved rehabilitation programs, allowing them to combine earnings and benefits to receive up to 100% of their pre-disability income.

► **Rehabilitative Employment Benefit:** *What happens to my benefits if I accept Rehabilitative Employment?*

If, while You are Totally Disabled or Disabled and Working, You accept Rehabilitative Employment, We will continue to pay a Weekly Benefit. The Weekly Benefit We will pay will be equal to Your Total Disability Weekly Benefit, less 50% of any income received from the Rehabilitative Employment. The sum of the Weekly Benefit and total income received from Rehabilitative Employment may not exceed 100% of Your Pre-disability Earnings. If this sum exceeds the Pre-disability Earnings, the Weekly Benefit paid by Us will be reduced by the excess amount.

We reserve the right to review, at the end of every 6 month period, any Rehabilitative Employment You participate in while benefits are being paid under The Policy.

If You remain Totally Disabled after a period of Rehabilitative Employment, You may continue to receive benefits under the Total Disability Benefit or Disabled and Working, subject to the Maximum Payment Period for such benefit.

## EXCLUSIONS AND LIMITATIONS

**Exclusions:** *What Disabilities are not covered?*

The Policy does not cover, and We will not pay a benefit for any Disability:

- 1) unless You are under the Regular Care of a Physician;
- 2) that is caused or contributed to by war or act of war, whether declared or not;
- 3) caused by Your commission of or attempt to commit a felony;
- 4) caused or contributed to by Your being engaged in an illegal occupation;
- 5) caused or contributed to by an intentionally self-inflicted Injury;
- 6) [for which Workers' Compensation benefits are paid, or may be paid, if duly claimed; or]
- 7) [sustained as a result of doing any work for pay or profit for another employer.]

Exclusions #6 and #7 are included when the plan does not cover work-related disabilities. ►

If You are receiving or are eligible for benefits for a Disability under a prior disability plan that:

- 1) was sponsored by the Employer; and
- 2) was terminated before the Effective Date of The Policy;

no benefits will be payable for the Disability under The Policy.

**Note:** This is a sample contract and does not constitute a legal document. Language shows common customer choices, not all available options. The provisions herein are not intended to be relied upon as the benefits you purchased.

Optional Pre-existing Condition Limitation.

An option for a full Pre-existing Condition Exclusion is also available.

The 'Treatment Free' period means claimants won't be excluded for benefits if they do not receive treatment during this period.

General information about the claim process and how benefits are proven, paid, denied, and/or appealed.

**[Pre-Existing Condition Limitation: Are benefits limited for Pre-existing Conditions?**

We will pay benefits, or an increase in benefits, under The Policy for any Disability that results from, or is caused or contributed to by, a Pre-existing Condition for [4] weeks, unless at the time You became Disabled:

- 1) You have not received Medical Care for the condition for [90] consecutive days while insured under The Policy; or
- 2) You have been continuously insured under The Policy for [365] consecutive days.

Pre-existing Condition means:

- 1) any injury, sickness, Mental Illness, pregnancy, or episode of Substance Abuse; or
- 2) any manifestations, systems, findings, or aggravations related to or resulting from such injury, sickness, Mental Illness, pregnancy, or Substance Abuse;

for which You received Medical Care during the [90] day period that ends the day before:

- 1) Your effective date of coverage; or
- 2) The effective date of a Change in Coverage.

Medical Care is received when a physician or other health care provider:

- 1) is consulted or gives medical advice; or
- 2) recommends, prescribes, or provides Treatment.]

**GENERAL PROVISIONS**

**Notice of Claim: When should I notify the Company of a claim?**

You must give Us written, electronic or telephonic notice of a claim within 30 days after Disability occurs. If notice cannot be given within that time, it must be given as soon as reasonably possible after that. Such notice must include Your name, Your address and the Policy Number.

**Claim Forms: Are special forms required to file a claim?**

We will send forms to You to provide Proof of Loss, within 15 days of receiving a Notice of Claim. If We do not send the forms within 15 days, You may submit any other written, electronic or telephonic proof which fully describes the nature and extent of Your claim.

Proof of loss is typically provided by telephone; however, if forms are required, they will be sent to You for providing Proof of Loss within 15 days after We receive a notice of claim.

**Proof of Loss: What is Proof of Loss?**

Proof of Loss may include but is not limited to the following:

- 1) documentation of:
  - a) the date Your Disability began;
  - b) the cause of Your Disability;
  - c) the prognosis of Your Disability;
  - d) Your Pre-disability Earnings, Current Weekly Earnings or any income, including but not limited to copies of Your filed and signed federal and state tax returns; and
  - e) evidence that You are under the Regular Care of a Physician;
- 2) any and all medical information, including x-ray films and photocopies of medical records, including histories, physical, mental or diagnostic examinations and treatment notes;

**Note:** This is a sample contract and does not constitute a legal document. Language shows common customer choices, not all available options. The provisions herein are not intended to be relied upon as the benefits you purchased.

- 3) the names and addresses of all:
  - a) Physicians or other qualified medical professionals You have consulted;
  - b) hospitals or other medical facilities in which You have been treated; and
  - c) pharmacies which have filled Your prescriptions within the past three years;
- 4) Your signed authorization for Us to obtain and release:
  - a) medical, employment and financial information; and
  - b) any other information We may reasonably require;
- 5) Your signed statement identifying all Other Income Benefits; and
- 6) proof that You and Your dependents have applied for all Other Income Benefits which are available.

You will not be required to claim any retirement benefits which You may only get on a reduced basis. All proof submitted must be satisfactory to Us.

**Additional Proof of Loss:** *What additional proof of loss is the Company entitled to?* To assist Us in determining if You are Disabled, or to determine if You meet any other term or condition of The Policy, We have the right to require You to:

- 1) meet and interview with our representative; and
- 2) be examined by a Physician, vocational expert, functional expert, or other medical or vocational professional of Our choice.

Any such interview, meeting or examination will be:

- 1) at Our expense; and
- 2) as reasonably required by Us.

Your Additional Proof of Loss must be satisfactory to Us. Unless We determine You have a valid reason for refusal, We may deny, suspend or terminate Your benefits if You refuse to be examined or meet to be interviewed by Our representative.

**Sending Proof of Loss:** *When must proof of Loss be given?*

Written Proof of Loss must be sent to Us within 90 day(s) after the start of the period for which We are liable for payment. If proof is not given by the time it is due, it will not affect the claim if:

- 1) it was not possible to give proof within the required time; and
- 2) proof is given as soon as possible; but
- 3) not later than 1 year after it is due, unless You are not legally competent.

We may request Proof of Loss throughout Your Disability. In such cases, We must receive the proof within 30 day(s) of the request.

Benefits are paid weekly.

► **Claim Payment:** *When are benefit payments issued?*

When We determine that You;

- 1) are Disabled; and
- 2) eligible to receive benefits;

We will pay accrued benefits at the end of each week that You are Disabled. We may, at Our option, make an advance benefit payment based on Our estimated duration of Your Disability. If any payment is due after a claim is terminated, it will be paid as soon as Proof of Loss satisfactory to Us is received.

Benefits are paid directly to the disabled employee.

► **Claims to be Paid:** *To whom will benefits for my claim be paid?*

All payments are payable to You. Any payments owed at Your death may be paid to Your estate. If any payment is owed to:

- 1) Your estate;
- 2) a person who is a minor; or
- 3) a person who is not legally competent;

then We may pay up to \$1,000 to a person who is Related to You and who, at Our sole discretion, is entitled to it. Any such payment shall fulfill Our responsibility for the amount paid.

**Note:** This is a sample contract and does not constitute a legal document. Language shows common customer choices, not all available options. The provisions herein are not intended to be relied upon as the benefits you purchased.

**Claim Denial:** *What notification will I receive if my claim is denied?*

If a claim for benefits is wholly or partly denied, You will be furnished with written notification of the decision. This written notification will:

- 1) give the specific reason(s) for the denial;
  - 2) make specific reference to The Policy provisions on which the denial is based;
  - 3) provide a description of any additional information necessary to perfect a claim and an explanation of why it is necessary; and
- provide an explanation of the review procedure.

**Claim Appeal:** *What recourse do I have if my claim is denied?*

On any claim, You or Your representative may appeal to Us for a full and fair review.

To do so You:

- 1) must request a review upon written application within:
  - a) 180 days of receipt of claim denial if the claim requires Us to make a determination of disability; or
  - b) 60 days of receipt of claim denial if the claim does not require Us to make a determination of disability; and
- 2) may request copies of all documents, records, and other information relevant to Your claim; and
- 3) may submit written comments, documents, records and other information relating to Your claim.

We will respond to You in writing with Our final decision on the claim.

**Overpayment:** *When does an overpayment occur?*

An overpayment occurs:

- 1) when We determine that the total amount We have paid in benefits is more than the amount that was due to You under The Policy; or
- 2) when payment is made by Us that should have been made under another group policy.

This includes, but is not limited to, overpayments resulting from:

- 1) retroactive awards received from sources listed in the Other Income Benefits definition;
- 2) failure to report, or late notification to Us of any Other Income Benefit(s) or earned income;
- 3) misstatement;
- 4) fraud; or
- 5) any error We may make.

**Overpayment Recovery:** *How does the Company exercise the right to recover overpayments?*

We have the right to recover from You any amount that We determine to be an overpayment. You have the obligation to refund to Us any such amount. Our rights and Your obligations in this regard may also be set forth in the reimbursement agreement You will be required to sign when You become eligible for benefits under The Policy.

If benefits are overpaid on any claim, You must reimburse Us within 30 days.

If reimbursement is not made in a timely manner, We have the right to:

- 1) recover such overpayments from:
  - a) You;
  - b) any other organization;
  - c) any other insurance company;
  - d) any other person to or for whom payment was made; and
  - e) Your estate;
- 2) reduce or offset against any future benefits payable to You or Your survivors, including the Minimum Weekly Benefit, until full reimbursement is made.

**Note:** This is a sample contract and does not constitute a legal document. Language shows common customer choices, not all available options. The provisions herein are not intended to be relied upon as the benefits you purchased.

Subrogation allows The Hartford to bring a legal action against a Third Party to recover benefits it has paid to a claimant. Not all states permit subrogation.

- 3) refer Your unpaid balance to a collection agency; and
- 4) pursue and enforce all legal and equitable rights in court.

► **Subrogation:** *What are the Company's subrogation rights?*

If You:

- 1) suffer a Disability because of the act or omission of a Third Party;
- 2) become entitled to and are paid benefits under The Policy in compensation for lost wages; and
- 3) do not initiate legal action for the recovery of such benefits from the Third Party in a reasonable period of time;

then We will be subrogated to any rights You may have against the Third Party and may, at Our option, bring legal action against the Third Party to recover any payments made by Us in connection with the Disability.

We have the right to be reimbursed in certain situations. Reimbursement is not the same as subrogation.

► **Reimbursement:** *What are the Company's Reimbursement Rights?*

We have the right to request to be reimbursed for any benefit payments made or required to be made under The Policy for a Disability for which You recover payment from a Third Party.

If You recover payment from a Third Party as:

- 1) a legal judgment;
- 2) an arbitration award; or
- 3) a settlement or otherwise;

You must reimburse Us for the lesser of:

- 1) the amount of payment made or required to be made by Us; or
- 2) the amount recovered from the Third Party less any reasonable legal fees associated with the recovery.

**Third Party** as used in this provision means any person or legal entity whose act or omission, in full or in part, causes You to suffer a Disability for which benefits are paid or payable under The Policy.

**Legal Actions:** *When can legal action be taken against Us?*

Legal action cannot be taken against Us:

- 1) sooner than 60 days after the date proof of loss is given; or
- 2) more than 3 years after the date Proof of Loss is required to be given according to the terms of The Policy.

**Insurance Fraud:** *How does the Company deal with fraud?*

Insurance Fraud occurs when You and/or Your Employer provide Us with false information or file a claim for benefits that contains any false, incomplete or misleading information with the intent to injure, defraud or deceive Us. It is a crime if You and/or Your Employer commit Insurance Fraud. We will use all means available to Us to detect, investigate, deter and prosecute those who commit Insurance Fraud. We will pursue all available legal remedies if You and/or Your Employer perpetrate Insurance Fraud.

**Misstatements:** *What happens if facts are misstated?*

If material facts about You were not stated accurately:

- 1) Your premium may be adjusted; and
- 2) the true facts will be used to determine if, and for what amount, coverage should have been in force.

No statement, except fraudulent misstatements, made by You relating to Your insurability will be used to contest the insurance for which the statement was made after the insurance has been in force for two years during Your lifetime. In order to be used, the statement must be in writing and signed by You.

**Note:** This is a sample contract and does not constitute a legal document. Language shows common customer choices, not all available options. The provisions herein are not intended to be relied upon as the benefits you purchased.

**Policy Interpretation:** *Who interprets the terms and conditions of The Policy?*  
We have full discretion and authority to determine eligibility for benefits and to construe and interpret all terms and provisions of The Policy. This provision applies where the interpretation of The Policy is governed by the Employee Retirement Income Security Act of 1974, as amended (ERISA).

## DEFINITIONS

**Actively at Work** means at work with the Employer on a day that is one of the Employer's scheduled workdays. On that day, You must be performing for wage or profit all of the regular duties of Your Occupation:

- 1) in the usual way; and
- 2) for Your usual number of hours.

We will consider You Actively at Work on a day that is not a scheduled work day only if You were Actively at Work on the preceding scheduled work day.

**Active Employee** means an Employee who works for the Employer on a regular basis in the usual course of the Employer's business. This must be at least the number of hours shown in the Schedule of Insurance.

Included if Bonuses are selected as part of the definition for Pre-disability Earnings. Several averaging periods are available.

► **Bonuses** means the weekly average of bonuses You received from the Employer over:

- 1) [2] year period ending immediately prior to the last day You were Actively at Work before You became Disabled; or
- 2) the total period of time You worked for the Employer, if less than the above period.]

Included if Commissions are selected as part of the definition for Pre-disability Earnings. Additional averaging periods are available.

► **[Commissions** means the weekly average of commissions You received from the Employer over:

- 1) the [2] year period ending immediately prior to the last day You were Actively at Work before You became Disabled; or
- 2) the total period of time You worked for the Employer, if less than the above period.]

Current Weekly Earnings include earnings from any employment. However, we will only consider earnings from other employment in excess of what the claimant was receiving prior to date of Disability.

► **Current Weekly Earnings** means Weekly earnings You receive from:

- 1) Your Employer; and
- 2) other employment;

while You are Disabled and eligible for the Disabled and Working Benefit.

However, if the other employment is a job You held in addition to Your job with Your Employer, then during any period that You are entitled to benefits for being Disabled from Your Occupation, only the portion of Your earnings that exceed Your average earnings from the other employer over the 6 month period just before You became Disabled will count as Current Weekly Earnings.

Optional language. To encourage the return to work, the amount of potential income from a job offered by the employer (or another employer) will be considered as earnings, even if the offer is refused.

► [Current Weekly Earnings also includes the pay You could have received for another job or a modified job if:

- 1) such job was offered to You by the Employer, or another employer, and You refused the offer; and
- 2) the requirements of the position were consistent with:
  - a) Your education, training and experience; and
  - b) Your capabilities as medically substantiated by Your Physician.]

**Note:** This is a sample contract and does not constitute a legal document. Language shows common customer choices, not all available options. The provisions herein are not intended to be relied upon as the benefits you purchased.

**Disabled and Working** means that You are prevented by:

- 1) Injury;
- 2) Sickness;
- 3) Mental Illness;
- 4) Substance Abuse; or
- 5) pregnancy

from performing some, but not all of the Essential Duties of Your Occupation, are working on a part-time or limited duty basis, and as a result, Your Current Weekly Earnings are more than 20% but less than or equal to 80% of Your Pre-disability Earnings.

**Disability or Disabled** means Total Disability or Disabled and Working Disability.

**Employer** means the Policyholder.

**Essential Duty** means a duty that:

- 1) is substantial, not incidental;
- 2) is fundamental or inherent to the occupation; and
- 3) cannot be reasonably omitted or changed.

Your ability to work the number of hours in Your regularly scheduled work week is an Essential Duty.

**Injury** means bodily injury resulting:

- 1) directly from accident; and
- 2) independently of all other causes;

which occurs while You are covered under The Policy. However, an Injury will be considered a Sickness if Your Disability begins more than 30 days after the date of the accident.

**Mental Illness** means a mental disorder as listed in the current version of the Diagnostic and Statistical Manual of Mental Disorders, published by the American Psychiatric Association. A Mental Illness may be caused by biological factors or result in physical symptoms or manifestations.

For the purpose of The Policy, Mental Illness does not include the following mental disorders outlined in the Diagnostic and Statistical Manual of Mental Disorders:

- 1) Mental Retardation;
- 2) Pervasive Developmental Disorders;
- 3) Motor Skills Disorder;
- 4) Substance-Related Disorders;
- 5) Delirium, Dementia, and Amnesic and Other Cognitive Disorders; or
- 6) Narcolepsy and Sleep Disorders related to a General Medical Condition.

Other Income Benefits are offsets deducted from the benefit. State regulations may cause this list to vary.

► **Other Income Benefits** means the amount of any benefit for loss of income, provided to You or Your family, as a result of the period of Disability for which You are claiming benefits under The Policy. This includes any such benefits for which You or Your family are eligible or that are paid to You, or Your family or to a third party on Your behalf, pursuant to any:

- 1) temporary, permanent disability, or impairment benefits under a Workers' Compensation Law, the Jones Act, occupational disease law, similar law or substitutes or exchanges for such benefits;
- 2) governmental law or program that provides disability or unemployment benefits as a result of Your job with Your Employer;
- 3) plan or arrangement of coverage, whether insured or not, which is received from Your Employer as a result of employment by or association with Your Employer or which is the result of membership in or association with any group, association, union or other organization;
- 4) mandatory "no fault" automobile insurance plan;

► An option, for employers with 500+ employees, is available to not offset for salary continuation, sick leave, or paid time off. This allows employees to receive up to 100% of their pre-disability income.

**Note:** This is a sample contract and does not constitute a legal document. Language shows common customer choices, not all available options. The provisions herein are not intended to be relied upon as the benefits you purchased.

- 5) disability benefits under:
  - a) the United States Social Security Act or alternative plan offered by a state or municipal government;
  - b) the Railroad Retirement Act;
  - c) the Canada Pension Plan, the Canada Old Age Security Act, the Quebec Pension Plan or any provincial pension or disability plan; or
  - d) similar plan or act;
 that You,
  - a) are eligible to receive because of Your Disability; or
- 6) disability benefit from the Department of Veterans Affairs, or any other foreign or domestic governmental agency:
  - a) that begins after You become Disabled; or
  - b) that You were receiving before becoming Disabled, but only as to the amount of any increase in the benefit attributed to Your Disability.

Other Income Benefits also means any payments that are made to You or to Your family, or to a third party on Your behalf, pursuant to any:

- 1) disability benefit under Your Employer's Retirement plan;
- 2) temporary, permanent disability or impairment benefits under a Workers' Compensation Law, the Jones Act, occupational disease law, similar law or substitutes or exchanges for such benefits;
- 3) portion of a settlement or judgment, minus associated costs, of a lawsuit that represents or compensates for Your loss of earnings; or
- 4) retirement benefits under:
  - a) the United States Social Security Act or alternative plan offered by a state or municipal government;
  - b) the Railroad Retirement Act;
  - c) the Canada Pension Plan, the Canada Old Age Security Act, the Quebec Pension Plan or any provincial pension or disability plan; or
  - d) similar plan or act;

that You, Your spouse and/or children receive because of Your retirement, unless You were receiving them prior to becoming Disabled.

- Lump sum offsets. ► If You are paid Other Income Benefits in a lump sum or settlement, You must provide proof satisfactory to Us of:
- 1) the amount attributed to loss of income; and
  - 2) the period of time covered by the lump sum or settlement

We will pro-rate the lump sum or settlement over this period of time. If You cannot or do not provide this information, We will assume the entire sum to be for loss of income, and the time period to be 24 months. We may make a retroactive allocation of any retroactive Other Income Benefit. A retroactive allocation may result in an overpayment of Your claim.

The amount of any increase in Other Income Benefits will not be included as Other Income Benefits if such increase:

- 1) takes effect after the date benefits become payable under The Policy; and
- 2) is a general increase which applies to all persons who are entitled to such benefits.

Included if First Day Hospitalization with Outpatient Surgery is elected. ►

**[Outpatient Surgical Procedure** means a medically necessary surgical procedure performed by a Physician in the outpatient department of a hospital or ambulatory surgical center.]

**Physician** means a person who is:

- 1) a doctor of medicine, osteopathy, psychology or other legally qualified practitioner of a healing art that We recognize or are required by law to recognize;
- 2) licensed to practice in the jurisdiction where care is being given;
- 3) practicing within the scope of that license; and
- 4) not Related to You by blood or marriage.

**Note:** This is a sample contract and does not constitute a legal document. Language shows common customer choices, not all available options. The provisions herein are not intended to be relied upon as the benefits you purchased.

Standard definition excludes Bonus, Commissions, overtime pay or any other extra compensation.

Other options, including options based on W2 earnings or K1 earnings, are available.

Included if takeover (fully insured or self-funded).

► **Pre-disability Earnings** means Your regular weekly rate of pay, not counting Bonuses, Commissions, Tips and Tokens, overtime pay or any other fringe benefits or extra compensation in effect on the date You were Actively at Work before You became Disabled.

[However, if You are an hourly paid Employee, Pre-Disability Earnings means the product of:

- 1) the average number of hours You worked per month, not including overtime, over the most recent 12 month period immediately prior to the date You were Actively at Work before You became Disabled, multiplied by:
- 2) Your hourly wage in effect on the date You were Actively at Work before You became Disabled.]

► **[Prior Policy** means the short term disability insurance carried by the Employer on the day before the Policy Effective Date.]

**Regular Care of a Physician** means that You are being treated by a Physician:

- 1) whose medical training and clinical experience are suitable to treat Your disabling condition; and
- 2) whose treatment is:
  - a) consistent with the diagnosis of the disabling condition;
  - b) according to guidelines established by medical, research, and rehabilitative organizations; and
  - c) administered as often as needed;

to achieve the maximum medical improvement.

**Rehabilitative Employment** means employment or service which:

- 1) prepares a Disabled person to resume gainful work; and
- 2) is approved, in writing, by Us.

**Related** means Your spouse or other adult living with You, sibling, parent, step-parent, grandparent, aunt, uncle, niece, nephew, son, daughter, or grandchild.

**Sickness** means a Disability which is

- 1) caused or contributed to by:
  - a) any condition, illness, disease or disorder of the body;
  - b) any infection, except a pus-forming infection of an accidental cut or wound or bacterial infection resulting from an accidental ingestion of a contaminated substance;
  - c) hernia of any type unless it is the immediate result of an accidental Injury covered by The Policy; or
  - d) pregnancy;
- 2) caused or contributed to by any medical or surgical treatment for a condition shown in item 1) above.

**Substance Abuse** means the pattern of pathological use of alcohol or other psychoactive drugs and substances characterized by:

- 1) impairments in social and/or occupational functioning;
- 2) debilitating physical condition;
- 3) inability to abstain from or reduce consumption of the substance; or
- 4) the need for daily substance use to maintain adequate functioning.

Substance includes alcohol and drugs but excludes tobacco and caffeine.

**The Policy** means the Policy which We issued to the Policyholder under the Policy number shown on the face page.

**Note:** This is a sample contract and does not constitute a legal document. Language shows common customer choices, not all available options. The provisions herein are not intended to be relied upon as the benefits you purchased.

---

**Total Disability or Totally Disabled** means that You are prevented by:

- 1) Injury;
- 2) Sickness;
- 3) Mental Illness;
- 4) Substance Abuse; or
- 5) pregnancy;

from performing the Essential Duties of Your Occupation, and as a result, You are earning less than 20% of Your Pre-Disability Earnings.

**We, Our, or Us** means the insurance company named on the face page of The Policy.

**Weekly Benefit** means a weekly sum payable to You while You are Disabled, subject to the terms of The Policy.

**Your Occupation** means Your Occupation as it is recognized in the general workplace. Your Occupation does not mean the specific job You are performing for a specific employer or at a specific location.

**You or Your** means the person to whom this certificate is issued.

**Note:** This is a sample contract and does not constitute a legal document. Language shows common customer choices, not all available options. The provisions herein are not intended to be relied upon as the benefits you purchased.

**A Proposal of Employee Benefits from The Hartford for the  
U.S. Employees of**

# **City of Bridgeport**

## **Short Term Disability and Long Term Disability**

**Presented by:  
Merit Insurance**

**Proposal valid until March 1, 2010**



*We deliver on our promises every day.*

# City of Bridgeport

---

## The Hartford Delivers

---

The Hartford<sup>1</sup> welcomes the opportunity to quote on your group benefits.

At The Hartford, we know that the health and well being of your employees has an enormous influence on the productivity of your workforce. We understand the link between medical costs and disabilities and their impact on your company's bottom line.

The Hartford is one of the leading providers of group disability and life insurance, and has been recognized for our financial stability and integrity for over 50 years in the group benefits business. We provide unique solutions to your insurance needs while providing employees with the benefits that help make your company an attractive and motivating place to work.

The Hartford's outcome-driven disability claim management approach helps employees return to work and helps employers to reduce costs. Our **Ability Philosophy**, which is a core belief that people want to lead active, productive and independent lives, is central to how we conduct business.

Our life claim model is predicated on prompt and sensitive service. Our dedicated call center staff receives sensitivity training to deal with grieving claimants.

Initial and ongoing service is as important to our customers as our claims approach. That is why we put such great emphasis on our consistent, responsive and accurate service operations. The Hartford's Group Benefits Division brings to life our **Ability Philosophy** every day for producers, employers and employees through deep industry knowledge, caring, and a proven ability to meet the unique needs of our customers in every interaction.

We deliver leading edge products and services, backed by a tradition of market leadership and financial strength.



# City of Bridgeport

---

## Priority Service

---

- Personalized, local relationships with dedicated sales and service professionals throughout the country
- A toll-free service line that connects employers to a fully trained, dedicated team that can respond to any service-related need
- Dedicated rating center that give our sales offices prompt turnaround on rate requests
- List billing to simplify eligibility maintenance (for cases with one experience group and one class)
- Simplified issue process and electronic printing options for faster booklet delivery

## Leading-Edge Products and Services

---

- **Ability-Focused Group Disability products** – help employers maximize work force productivity and minimize absences. The Hartford was the first to focus on the abilities of people with disabilities to help them return to work. We demonstrate this belief through our Founding Partnership with U.S. Paralympics® that promotes and supports the power of ability.
- **A Comprehensive Portfolio of Group Life products** – helps to provide financial security for life's unpredictable events by offering an expanded scope of progressive benefits and features. These not only provide critically important benefits at time of death, but also offer added value to employees during their lifetime and provide assistance to their beneficiaries.
- **A Complete Line of Accident programs** – offer comprehensive accident protection for employees. Through our *Accidental Death & Dismemberment* coverage, we offer worldwide protection 24 hours a day, 365 days a year. We also offer *Group Travel* coverage for employees when traveling, which includes travel assistance benefits including emergency medical assistance, emergency personal services and pre-trip information provided by Worldwide Assistance Services, Inc., a leader in the travel assistance industry.
- **Innovative Websites** – Employer View® helps reduce plan administration time by providing employers with instant, secure access to group benefit information, including claim inquiry, medical underwriting data, electronic billing and electronic payment. The Hartford's dedicated consumer benefits website, [www.TheHartfordAtWork.com](http://www.TheHartfordAtWork.com), gives your employees clear and concise information and interactive tools to quickly and confidently make the right choices for their needs.

## For More Information

---

The Hartford is pleased to provide a proposal designed to meet your specific benefit plan objectives. We believe we're uniquely qualified to be your carrier of choice and look forward to serving your group benefits needs. For more information about our products and services, please contact your Hartford representative.

# City of Bridgeport

## Short Term Disability

**Class Description(s):**

Class 1: All Active Full-time Employees excluding Detention Officers  
Full Time Eligibility: 30 hours per week

Class 2: All Active Full-time Detention Officers  
Full Time Eligibility: 30 hours per week

| Features  | Description   |                                   |           |                 |
|---|---|-----------------------------------|-----------|-----------------|
| PLAN TYPE   | Fully Insured   |                                   |           |                 |
| BENEFIT SCHEDULE                                  | 60% of Weekly Earnings  |                                   |           |                 |
| MAXIMUM BENEFIT AMOUNT                            | \$1,000 Weekly  |                                   |           |                 |
| DAY INJURY BENEFIT COMMENCES                      | 8th day   |                                   |           |                 |
| DAY SICKNESS BENEFIT COMMENCES                    | 8th day   |                                   |           |                 |
| BENEFIT DURATION                                  | 12 Weeks  |                                   |           |                 |
| FIRST DAY HOSPITAL                                | Not Included  |                                   |           |                 |
| DEFINITION OF DISABILITY                          | Includes Disabled and Working Disability Benefit  |                                   |           |                 |
| DISABLED AND WORKING BENEFIT FORMULA              | Standard  |                                   |           |                 |
| BENEFIT COMMENCEMENT OPTION                       | Included (Can satisfy Benefit Commence Period with days of Total or Disabled and Working) |                                   |           |                 |
| COVERAGE BASIS                                    | Non-Occupational  |                                   |           |                 |
| COVERAGE CONTINUATION DURING FAMILY MEDICAL LEAVE | Included  |                                   |           |                 |
| EMPLOYER PARTICIPATES IN WORKER'S COMPENSATION    | Yes   |                                   |           |                 |
| OFFSET SALARY CONTINUATION/SICK LEAVE             | Dollar for Dollar   |                                   |           |                 |
| EMPLOYEE CONTRIBUTION                             | Class 1: Non-Contributory<br>Class 2: Mandatory Contributory                              |                                   |           |                 |
| INITIAL RATE GUARANTEE PERIOD                     | 3 Years   |                                   |           |                 |
| PARTICIPATION REQUIREMENT                         | 100% of Eligible Employees  |                                   |           |                 |
| FICA MATCH SERVICE                                | Not Included  |                                   |           |                 |
| Rate Summary                                      |   |                                   |           |                 |
| Coverage Category/Class                           | No of Lives   | Rate Basis                        | Volume    | Monthly Premium |
| STD   | 79  | \$0.28 Per \$10 Of Weekly Benefit | 58,265.19 | \$1,631.43      |



# City of Bridgeport

## Long Term Disability

**Class Description(s):**

Class 1: All Active Full-time Employees excluding Detention Officers

Full Time Eligibility: 30 hours per week

Class 2: All Active Full-time Detention Officers

Full Time Eligibility: 30 hours per week

| Feature  | Description  |                                    |            |                 |
|--|--|------------------------------------|------------|-----------------|
| BENEFIT PERCENTAGE                             | 60%  |                                    |            |                 |
| MAXIMUM MONTHLY BENEFIT                        | \$5,000  |                                    |            |                 |
| MINIMUM MONTHLY BENEFIT                        | Greater of \$100 or 10%  |                                    |            |                 |
| ELIMINATION PERIOD                             | 90 Days  |                                    |            |                 |
| BENEFIT DURATION                               | ADEA 1 with Social Security Normal Retirement Age                      |                                    |            |                 |
| DEFINITION OF DISABILITY                       | Class 1 - Own Occupation to Age 65<br>Class 2 - 2 Years Own Occupation |                                    |            |                 |
| RETURN TO WORK INCENTIVE APPLIES               | Yes  |                                    |            |                 |
| INTEGRATION METHOD                             | Direct   |                                    |            |                 |
| SOCIAL SECURITY OFFSET                         | Family   |                                    |            |                 |
| PRE-EXISTING CONDITION LIMITATION              | Look-back/Treatment-free/Insured 3/3/12 months                         |                                    |            |                 |
| TAKEOVER PROVISION                             | No Loss/No Gain  |                                    |            |                 |
| MENTAL ILLNESS LIMITATION                      | 24 Month Outpatient  |                                    |            |                 |
| SUBSTANCE ABUSE LIMITATION                     | 24 Month Outpatient  |                                    |            |                 |
| FAMILY CARE CREDIT                             | Included   |                                    |            |                 |
| WORKPLACE MODIFICATION BENEFIT                 | Included   |                                    |            |                 |
| REHABILITATION PARTICIPATION REQUIREMENTS      | Included   |                                    |            |                 |
| RECOMMENDED TREATMENT REQUIREMENTS             | Included   |                                    |            |                 |
| SURVIVOR INCOME BENEFIT OPTION                 | 3 Times Last Monthly Gross Benefit                                     |                                    |            |                 |
| CONVERSION                                     | Included   |                                    |            |                 |
| EMPLOYER PARTICIPATES IN WORKER'S COMPENSATION | Yes  |                                    |            |                 |
| EMPLOYEE CONTRIBUTION                          | Class 1: Non-Contributory<br>Class 2: Mandatory Contributory           |                                    |            |                 |
| PARTICIPATION REQUIREMENT                      | 100% of Eligible Employees   |                                    |            |                 |
| FICA MATCH SERVICE                             | Included   |                                    |            |                 |
| INITIAL RATE GUARANTEE PERIOD                  | 3 Years  |                                    |            |                 |
| Rate Summary                                   |  |                                    |            |                 |
| Coverage Category/Class                        | No of Lives  | Rate Basis                         | Volume     | Monthly Premium |
| LTD /Composite                                 | 79   | \$0.40 Per \$100 Of Covered Salary | 442,456.69 | \$1,769.83      |



# City of Bridgeport

---

## Assumptions

The following are assumptions upon which this proposal is based:

1. The effective date of this case will be March 1, 2010.
2. Proposal and rates are valid until March 1, 2010.
3. Rates assume a SIC code of 9103.
4. Quote assumes a Situs State of CT. Hartford standard filed contract language applies unless approved in advance by Underwriting. State filings or specially drafted contract language is not assumed in the quoted rates.
5. Assumes a fully insured, non-participating, non-dividend eligible funding arrangement, unless otherwise specified.
6. Assumes employees must be actively-at-work on the effective date and the deferred effective date provision applies.
7. The Hartford reserves the right to adjust the sold rate if the sold census data causes the rate to change by 10% or more from the proposed rate.
8. The Hartford reserves the right to re-price:
  - if the sold plan design differs from the proposed/quoted plan design
  - for changes in State or Federal Insurance regulations
  - if a material misstatement of the information provided in the RFP, bid specifications, claim experience, or plan of benefits is discovered post-sale
9. The Hartford reserves the right to change the plan to comply with state mandated benefits, including charging additional premium for such changes, if applicable.
10. If any contributory lines of coverage are sold, a 45-day Grace Period will apply to all lines of coverage. If only non-contributory lines of coverage are sold, a 31-day Grace Period will apply.
11. We assume all eligible employees are U.S. citizens or U.S. residents, working in U.S. locations who have met the full time eligibility requirements. If coverage is needed for any other type of employees such as Expatriates, U.S. Inpatriates, Third Country Nationals, or Local Nationals, please review the request with The Hartford.
12. We assume the company has been in business for at least 2 years. If otherwise, additional underwriting approval will be required prior to sale.
13. Assumes claims incurred prior to the effective date of the contract will be the liability of the prior carrier.
14. Assumes the plan of benefits is subject to ERISA regulations.
15. Quote assumes 1 Contract/Booklet, 1 Bill Unit, and 1 Experience Unit.
16. The employer pays the cost of Non-Contributory Long Term Disability coverage on a pre-tax basis for Class 1. Class 2 employees pay for the coverage on a post-tax basis.
17. The employer pays the cost of Non-Contributory Short Term Disability coverage on a pre-tax basis for Class 1. Class 2 employees pay for the coverage on a post-tax basis.

The proposal is only a summary of the benefits offered to your company. The rates and costs shown in this proposal are based on the information provided. Rates may be affected by the actual enrollment (and transferred business information) provided.

This proposal does not constitute a final offer or agreement. It is the Producer's responsibility to present all terms and conditions in this proposal.

# City of Bridgeport

Please note the following descriptions that further explain some of our benefits and features. The descriptions are based on our Standard Language. The benefits shown below are available in most states, however, please be aware that state variations may apply.

## General:

### Websites Designed to Meet Your Needs– Employer View® and The Hartford At Work

The Hartford offers two online websites to help you administer your group benefits. Employer View® is a website developed exclusively for employer use, and TheHartfordAtWork.com, is a similar site for your employees.

#### Employer View

Employer View is a secure, password-protected website where employers can quickly obtain plan information and transact business to help reduce the administrative burden. We continually work to enhance the site's capabilities to make it more responsive to your needs. On Employer View, you are able to access such features as:

- Electronic billing
- Reports (available in either PDF or Excel)
- Medical underwriting status for evidence of insurability
- Claim status inquiry
- Booklets
- Administration kits with forms specific to your coverage(s)

#### The Hartford At Work

TheHartfordAtWork.com is a valuable resource that makes your job easier. This website was designed for your employees to manage their benefits online at any time. Employees can inquire about:

- Claim and payment status
- Check their medical underwriting status for evidence of insurability
- File an STD claim in place of telephonic submission (if your plan offers this coverage)
- Access forms specific to your plan's coverage(s)
- Obtain information on coverage overviews and common frequently-asked benefit questions
- Assess appropriate coverage levels and costs using an online calculator (based on industry averages).

# City of Bridgeport

## Long Term Disability:

### Conversion Option

Employees can convert their group LTD coverage to a group conversion LTD policy if insurance terminates under specific conditions. The benefits available through conversion provide a way of continuing valuable long term disability coverage.

### Pre-existing Condition Limitation

This limitation applies to conditions for which an employee receives medical services within 3 months of the effective date of coverage. No benefits are payable for a disability resulting from such a condition until the employee has been covered for 3 consecutive months with no medical care for the condition, or until the employee has been covered for 12 consecutive months. In addition, the amount of a benefit increase, which results from a change in benefit options, a change of class or a change in the Plan, will not be paid for any Disability that is due to, contributed to by, or results from a Pre-Existing condition.

Note: This limitation does not include "prudent person" language, which is difficult to administer and can be unfair.

### Return to Work

This incentive allows employees who return to work while disabled to receive up to 100% of pre-disability earnings for the first 12 months after they return to work. This encourages employees to return to full-time work as soon as possible.

### Survivor Income Benefit

If an employee dies while receiving disability benefits, a benefit will be paid to the spouse or child(ren) of the employee. This is a way of providing eligible survivors with valuable financial help when the loss of the insured family member occurs.

### Workplace Modification

Workplace Modification provides reimbursement to the employer for the expense of reasonable modifications made to a workplace to accommodate an employee's disability and return him/her to active full-time employment. Most accommodations cost less than \$500, but this benefit will pay up to one month of the employee's maximum benefit if necessary to help get the employee back to work.

# City of Bridgeport

## No Self-Reported or Subjective Illness Limitations

The Hartford LTD contracts do not contain contract wording to limit self-reported or subjective illnesses. We believe in handling claims for these conditions the same way we handle all claims – by focusing on functionality instead of the diagnosis.

We also do not include "prudent person" wording in our definition of what constitutes a pre-existing condition, as this is a highly subjective measurement.

## FICA Match Service

The Hartford will match and pay a Long Term Disability policyholder's share of FICA taxes on benefits paid to disabled employees. We will also prepare all necessary Long Term Disability W-2 forms at year-end.

## Short Term Disability:

### Definition of Disability

Disabled and Working Benefit, which is standardly included in the plan, allows benefits to be payable to a claimant that meets the definition of disability while working. If the Benefit Commencement Option is not included, the claimant is required to be totally disabled during the waiting period in order for benefits to commence. If the Benefit Commencement Option is included, the claimant can satisfy the waiting period with days of Total Disability or days of disability while working.

### Return to Work Program

When an employee is out of work due to an illness or injury, their absence impacts the organization in many ways. Employers with effective return to work programs provide opportunities to safely ease the recovering employee back into the workplace. This return to work philosophy is a win-win for both the employer and the employee. The benefits to the employer are reduced lost time costs, improved workplace productivity, shorter STD durations, and improved LTD experience. The benefits to the employee include shorter recovery time, improved morale, and an increased feeling of being valued by the organization.

While many employers recognize the positive aspects of return to work, they often need help and support in developing a formal program. In response to our customers' needs and in support of our *Ability Philosophy* The Hartford<sup>1</sup> is offering a comprehensive self-service Return to Work program.

The Hartford's Return to Work program is a Web-based comprehensive suite of tools, guidelines, and sample documents provided at no cost to our customers, and supports employers committed to developing a formal return to work program. The elements of the program will assist the employer to:

- Determine the impact of lost time on their organization
- Determine corporate need and readiness for a formal return to work program
- Create a structure to support employees to return to work and stay at work



## City of Bridgeport

- Build transitional work options from functionally based job descriptions for absences
- Educate all levels of employer stakeholders
- Define internal and external roles and responsibilities
- Report results, and benchmark against The Hartford's book of business

The program resides on the Center for Ability® web site which is accessed via Employer View®. This end-to-end program guide provides a "roadmap" for The Hartford customer to follow to develop a comprehensive and effective return to work program.

### Additional Services:

#### Ability Assist®

The Hartford's Ability Assist provides employees and their dependents unlimited, 24/7 telephone access to a toll-free helpline staffed by Master's level counselors. Ability Assist is included as a part of the group Long Term Disability (LTD) insurance program. ComPsych® counselors will help employees develop an assistance plan and provide referrals to a professional network of providers. They may also refer employees to support services, such as community-based help resources, not-for-profit self-help groups, and daycare for children and elderly parents. If needed, the employee and his or her dependents may use up to five face-to-face sessions per year with a counselor, financial planner, or legal advisor. Ability Assist services are provided through ComPsych, a leading provider of employee assistance and work/life services.

The Hartford's Ability Assist program is included as a part of your group Long Term Disability (LTD) insurance program. Your employees and their dependents have access to Ability Assist services as soon as their LTD coverage is effective, as well as after they've been approved for an LTD claim and are receiving LTD benefits. Should a covered employee become disabled under the LTD program, Ability Assist services will continue to provide the support disabled employees and their dependents need. LTD claimants and their immediate family members receive confidential services to assist them with the unique emotional, financial and legal issues that may result from a disability.

A disabled employee will receive information about accessing Ability Assist with his or her LTD benefit check. ComPsych counselors will be available for unlimited phone contact. Five face-to-face sessions per year or equivalent professional time are available to disabled employees and immediate family members. They may use the sessions with a counselor, financial planner or legal advisor, or split the sessions among the three types of professionals. Financial and legal advisors will provide assistance with financial planning and legal matters such as tax filing questions, serious debt issues, guardianship or power of attorney.

*Ability Assist disclosures:* Ability Assist services are offered through The Hartford, however, all services are provided by ComPsych. Neither ComPsych nor Hartford is responsible or liable for care or advice rendered by any referral resources. All benefits are subject to the terms and conditions of the policy.

## City of Bridgeport

---

### **Travel Assistance Program**

When an employee is traveling, unexpected emergencies can occur. The Hartford has arranged through Worldwide Assistance Services, Inc., a 24-Hour toll-free emergency services line that helps employees, their spouses and dependents access emergency assistance worldwide, when traveling 100 miles or more from home. These services are provided at no additional cost as part of our Group Benefits portfolio.

Employees receive three kinds of services:

1. Emergency Medical Assistance
2. Emergency Personal Services
3. Pre-Trip Information

This is a general description of the program. A more detailed explanation of the travel assistance plan, including exclusions and limitations, is available through your sales contact with The Hartford.



CITY OF BRIDGEPORT  
OFFICE OF THE CITY ATTORNEY

999 Broad Street  
Bridgeport, Connecticut 06604-4328



CITY ATTORNEY  
Mark T. Anastasi

DEPUTY CITY ATTORNEY  
Salvatore C. DePiano

ASSOCIATE CITY ATTORNEYS  
Gregory M. Conte  
Melanie J. Howlett  
Russell D. Liskov  
Barbara Brazzel-Massaro  
John R. Mitola  
Ronald J. Pacacha  
Lisa R. Trachtenburg

ASSISTANT CITY ATTORNEYS

Christine Donahue Brown  
Arthur C. Laske III  
R. Christopher Meyer  
Stephen J. Sedensky, Jr.

LEGAL ADMINISTRATOR  
Kathleen Pacacha

Telephone (203) 576-7647  
Facsimile (203) 576-8252

COMM. # 23-09 Referred to The Committee of the Whole on 12/21/09  
The Honorable City Council  
City of Bridgeport  
45 Lyon Terrace  
Bridgeport, CT 06604  
December 3, 2009

**RE: Statements of Councilperson Robert S. Walsh, 132<sup>nd</sup> District to Councilperson Mary Evette Brantley**

Dear Council Members:

The leadership of the City Council has requested the Office of the City Attorney to render legal advice and counsel concerning the legal authority of the City Council to investigate and if warranted discipline Councilperson Robert S. Walsh for alleged comments made by him and recorded on the cell phone of fellow Councilperson Mary Evette Brantley.

This matter was assigned to the undersigned and I respectfully request that it be placed on the agenda for the December 7, 2009 council meeting for "Referral to the Committee as a Whole to be Chaired by the Council President."

Please notify me of the date and time when the Committee of the Whole will meet to address this matter so that I may appear and render any appropriate legal advice.

Sincerely yours,  
  
John R. Mitola  
Associate City Attorney

- cc. Mayor Bill Finch
- City Council President Thomas C. McCarthy
- City Council President pro Tem Carlos Silva
- City Council Majority Leader Richard K. Bonney
- City Council Member Mary Evette Brantley
- City Clerk Fleeta Hudson
- City Attorney Mark T. Anastasi

RECEIVED  
CITY CLERKS OFFICE  
09 DEC -4 PM 12:41  
ATTEST  
CITY CLERK

01-09

Agreement with the State of Connecticut for Final Design and Permitting for the realignment of Main Street (CT Route 113) at Sikorsky Memorial Airport (State Project No: DOT00150336PE)

Report  
of  
Committee  
on  
Contracts

Submitted: December 21, 2009

Adopted: \_\_\_\_\_

ATTEST  
CITY CLERK

09 DEC 24 AM 11: 18

RECEIVED  
CITY CLERKS OFFICE

*Shirley A. Ylan*

City Clerk

Approved \_\_\_\_\_

Mayor



# City of Bridgeport, Connecticut

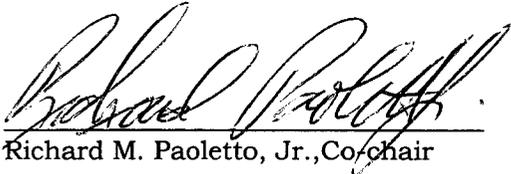
*To the City Council of the City of Bridgeport.*

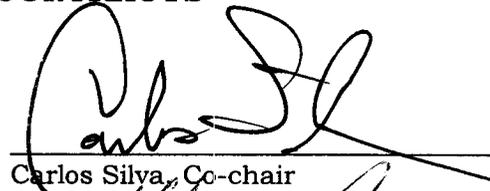
The Committee on **Contracts** begs leave to report; and recommends for adoption the following resolution:

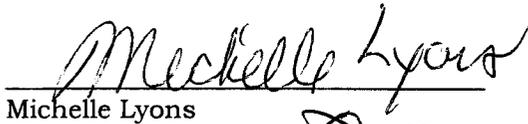
## **\*01-09 CONSENT CALENDAR**

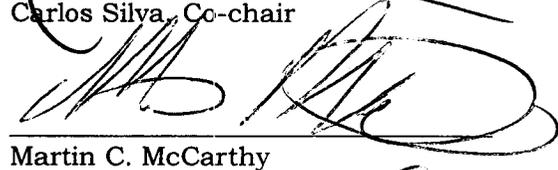
**RESOLVED**, That the attached Agreement between the City of Bridgeport and The State of Connecticut regarding State Project No: DOT00150336PE for final design and permitting for the realignment of Main Street (Route 113) at Igor I. Sikorsky Memorial Airport be and it hereby is, in all respects, approved, ratified and confirmed.

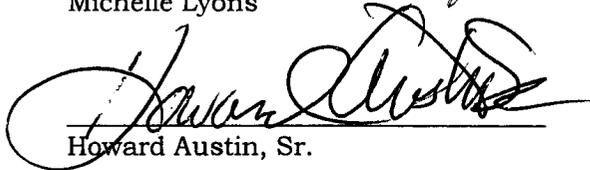
### **RESPECTFULLY SUBMITTED, THE COMMITTEE ON CONTRACTS**

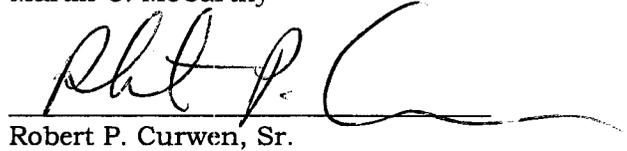
  
Richard M. Paoletto, Jr., Co-chair

  
Carlos Silva, Co-chair

  
Michelle Lyons

  
Martin C. McCarthy

  
Howard Austin, Sr.

  
Robert P. Curwen, Sr.

  
James Holloway

Agreement No. 9.28-01 (09)  
CORE ID # 10DOT0048AA

RECEIVED  
CITY PLANS OFFICE  
09 OCT 27 AM 9:20  
CITY CLERK

**AGREEMENT  
BETWEEN  
THE STATE OF CONNECTICUT  
AND  
THE CITY OF BRIDGEPORT  
FOR  
FINAL DESIGN AND PERMITTING FOR THE REALIGNMENT  
OF MAIN STREET (CT ROUTE 113)  
AT  
IGOR I. SIKORSKY MEMORIAL AIRPORT  
FILE NO. AERO 5800-1613**

State Project No. DOT00150336PE      FAA Project No. 3-09-0002-24-2007

THIS AGREEMENT, concluded at Newington, Connecticut, this \_\_\_\_\_ by and between the State of Connecticut, Department of Transportation, hereinafter referred to as the State, and the City of Bridgeport, hereunto duly authorized, hereinafter referred to as the Second Party.

WITNESSETH: THAT,

WHEREAS, the Second Party has submitted to the State a Project Application dated July 11, 2007 for the final design and permitting for the realignment of Main Street (CT Route 113) at Igor I. Sikorsky Memorial Airport (hereinafter referred to as the Airport), and

WHEREAS, the State has approved a grant of State funds for the proposed improvements of the Airport (hereinafter referred to as the "Project"), summarized as follows:

- o Final Design and Permitting for the Realignment of Main Street (CT Route 113). (State Project No. DOT00150336PE)

WHEREAS, the State, pursuant to Section 13b-50(e) of the General Statutes of Connecticut, as revised, is authorized to render financial assistance by grant of funds to any municipality for improvement of an airport owned or controlled by such municipality.

NOW, THEREFORE, KNOW YE the parties hereto agree as follows:

1. The State, in consideration of:
  - a. The Second Party's adoption and ratification of the representations and assurances contained in said Project Application, and
  - b. The benefits to accrue to the State and the public from the accomplishment of the Project, and from the operation and maintenance of the Airport, and
  - c. The Second Party's acceptance of all the terms of the Agreement, shall pay to the Second Party an amount equal to seventy-five percent (75%) of the non-federal share of the total cost of all items deemed eligible by the Federal Aviation Administration (FAA), and authorize the Second Party to proceed with the Project.

2.
  - a. The maximum amount payable by the State under this Agreement shall be as follows for the Project, unless provided for by means of a Supplemental Agreement:
    - i. FAA Project No. 3-09-0002-24-2007, State Project No. DOT00150336PE, Nineteen Thousand Five Hundred Dollars (\$19,500)
  - b. Notwithstanding the foregoing, additional work authorized, in writing by the State that results in an accumulative fee of less than fifteen percent (15%) of the State share, as specified in Article (2) above, shall be reimbursed under the terms of this Agreement.

c. SUMMARY OF PROJECT COSTS

**Federal Project No. 3-09-0002-24-2007, State Project No. DOT00150336PE**

|                                 |        |                    |
|---------------------------------|--------|--------------------|
| Federal Aviation Administration | 95%-   | \$ 494,000.00      |
| State of Connecticut            | 3.75%- | \$ 19,500.00       |
| Second Party                    | 1.25%- | <u>\$ 6,500.00</u> |
| Total                           | 100%-  | \$ 520,000.00      |

3. Payments by the State may be made as the work progresses and based upon billings submitted by the Second Party on forms furnished by the State, which billings shall be fully substantiated and certified as true and correct. If not sooner made, final payments shall be made by the State upon verification of Project completion and shall be based on final FAA determination of cost and reimbursement.
4. The State shall have the right to audit all data, accounts, charges, payrolls, and such other records as may have any bearing on the payments made or to be made by the State under the terms of this Agreement.
5. The State shall make final payment upon the acceptance by the Second Party of the completed Project and completion of all requirements of this Agreement, including requisite audits.
6. The State assumes no liability for payment under the terms of this Agreement until the Second Party is notified in writing by the State that said Agreement has been approved as to form by the Attorney General.
7. The Second Party's budget will provide funding for the Project as follows as the Second Party's share of the Project's funding.
  - a. FAA Project No. 3-09-0002-24-2007, State Project No. DOT00150336PE, Six Thousand Five Hundred Dollars (\$6,500)
8. The Second Party shall permit the State to inspect, at any time, all work performed under the terms of this Agreement, at any stage of the work.
9. The Second Party agrees that during the term of this Agreement, including any extensions thereof, it shall, and it shall ensure any subcontractor(s) retained shall, indemnify and save harmless the State, its officers, agents and employees from all claims, suits, actions, damages, and cost of every name and description resulting from or arising out of operations conducted by, or capital purchases made by, the Second Party and/or any of its subcontractor(s) under this Agreement or prior or subsequent to the execution of this Agreement, and that such indemnification shall not be limited by reason of any insurance coverage.
  - a. The Second Party shall not subcontract any portion of this Agreement without the written approval of the State. The form of the subcontractor's agreement shall be as developed by the Second Party and approved by the State.
  - b. If applicable, until the Project(s) is (are) completed, the Second Party shall maintain, or cause its subcontractor(s) hired to complete the Project(s) to maintain, builder's risk insurance in an amount not less than the amount of the Grant, or the Second Party shall maintain unrestricted reserves in an

amount not less than the amount of the Grant. In addition, the Second Party shall carry, and ensure it's subcontractor(s) shall carry, Workers Compensation Insurance in accordance with the laws of the State of Connecticut.

10. With the execution of this Agreement, the Second Party acknowledges that it has sufficient funds to meet the requirements of the Second Party's share as specified in the Summary of Project Costs stated in this Agreement.
11. It is further understood and agreed by the parties hereto, that the Second Party shall not use the defense of Sovereign Immunity in the adjustment of claims or in the defense of any suit, including any suit between the State and the Second Party, unless requested to do so by the State. If this Agreement is between the State and a Municipality, the Municipality agrees that in the event of an adjustment of claims or in the defense of any suit between the State and the Municipality, the Municipality shall not use the defense of Governmental Immunity.
12. If this is a planning project, the Second Party shall establish a Citizen Advisory Committee consisting of a representative of the Connecticut Department of Transportation, airport users, local residents, business interests, planners, and airport representatives, to facilitate public participation in the planning process. The Citizen Advisory Committee shall receive working drafts or technical memoranda for their review and comment, and participate in Advisory Group and Public Information
13. The Second Party agrees to comply with all Federal, State and Municipal laws that apply to this Agreement.
14. Any misrepresentation or omission of a material fact by the Second Party concerning the Project or the Second Party's authority or ability to carry out the obligations assumed by the Second Party under the terms of this Agreement shall terminate the obligation of the State, and it is understood and agreed by the Second Party that if a material fact that has been misrepresented or omitted by the Second Party, the State may recover all payments made under this Agreement.
15. This Agreement shall remain in full force and effect throughout the Project. The Agreement shall terminate upon the close out of all construction work, financial record keeping, business, and other matters related to the Project. The Second Party agrees that it shall maintain and protect the Project for a period not to exceed twenty (20) years from the date of this Agreement and all similar requirements of the FAA and the State as may be provided elsewhere in this Agreement, the FAA assurances associated with the Project, and any similar requirements, unless said Agreement is terminated in accordance with Article 16 herein.

16. This Agreement may be terminated at any time by the State by giving the Second Party thirty (30) calendar days written notice to that effect, utilizing either certified mail or personal delivery. Upon expiration of the said notice period of time and in the absence of written agreement by the parties hereto to the contrary, this Agreement shall then be null and void.
17. It is mutually understood and agreed by the parties hereto that any official notice from one such party to the other such party (or parties), in order for such notice to be binding thereon, shall:
  - a. Be in writing addressed to:
    - i. When the State is to receive such notice-  
  
Commissioner of Transportation  
Connecticut Department of Transportation  
P. O. Box 317546  
Newington, CT 06131-7546
    - ii. When the Second Party is to receive such notice-  
  
William Finch, Mayor  
City of Bridgeport  
999 Broad Street  
Bridgeport, CT 06604
  - b. Be delivered in person or be mailed United States Postal Service – “Certified Mail” to the address recited herein as being the address of the party to receive such notice; and ,
  - c. Contain complete and accurate information in sufficient detail to properly and adequately identify and describe the subject matter thereof.

The term “official notice” as used herein, shall be construed to include, but not be limited to, any request, demand authorization, direction, waiver, and/or consent of the party (ies) as well as any ratification of any change, revision, addition to or deletion from the document, contract, or agreement in which this “official notice” specification is contained.

Further, it is understood and agreed that nothing hereinabove contained shall preclude the parties hereto from subsequently agreeing, in writing, to designate alternate persons (by name, title and affiliation) to which such notice(s) is (are) to be addressed; alternate means of conveying such notice(s) to the particular party(ies); and/or alternate locations to which the delivery of such notice(s) is

(are) to be made, provided such subsequent agreement(s) is (are) concluded pursuant to the adherence to this specification.

18. When the Municipality receives State or Federal funds it shall incorporate the "Connecticut Required Contract/Agreement Provisions, Specific Equal Employment Opportunity Responsibilities" (SEEOR), dated March 3, 2009, as may be amended from time to time, as a material term of any contracts/agreements it enters into with its contractors, consulting engineers or other vendors, and shall require the contractors, consulting engineers or other vendors to include this requirement in any of its subcontracts. The Municipality shall also attach a copy of the SEEOR, as part of any contracts/agreements with contractors, consulting engineers or other vendors and require that the contractors, consulting engineers or other vendors attach the SEEOR to its subcontracts.

19. Maintenance and Audit of Records.

The Municipality receiving federal funds must comply with the Federal Single Audit Act of 1984, P.L. 98-502 and the Amendments of 1996, P.L. 104-156. The Municipality receiving State funds must comply with the Connecticut General Statutes § 7-396a, and the State Single Audit Act, §§ 4-230 through 236 inclusive, and regulations promulgated thereunder.

(a) FEDERAL SINGLE AUDIT: Each Municipality that expends a total amount of Federal awards: 1) equal to or in excess of \$500,000 in any fiscal year shall have either a single audit made in accordance with OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations" or a program-specific audit (i.e. an audit of one federal program); 2) less than \$500,000 shall be exempt for such fiscal year.

(b) STATE SINGLE AUDIT: Each Municipality that expends a total amount of State financial assistance: 1) equal to or in excess of \$100,000 in any fiscal year shall have an audit made in accordance with the State Single Audit Act, Connecticut General Statutes (C.G.S.) §§ 4-230 to 4-236, hereinafter referred to as the State Single Audit Act or a program audit; 2) less than \$100,000 in any fiscal year shall be exempt for such fiscal year.

The contents of the audit report must be in accordance with Government Auditing Standards issued by the Comptroller General of the United States.

The audit report shall include the requirements as outlined in OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations" and the State Single Audit Act, when applicable.

The audited Municipality shall provide supplementary schedules with the following program/grant information: the program/grant number, ConnDOT project number, Federal project number, phase and expenditures by phase. The

sum of project expenditures should agree, in total, to the program/grant expenditures in the audit report. Federal and State programs/grants should be listed separately. (See attached schedule entitled "Supplementary Program Information" for format.)

Some programs/projects may have a "Matching" requirement, the matching portion of which must be met from local funds. Where matching requirements exist, the audit must cover the complete program/project, including all expenditures identified with or allocated to the particular program/project at the local level, whether the expenditures are from Federal, State or Local Funds.

Any differences between the project expenditures identified by the auditor and those amounts approved and/or paid by the Connecticut Department of Transportation must be reconciled and resolved immediately.

Except for those projects advertised by the State, the Municipality agrees that all fiscal records pertaining to the project shall be maintained for seven (7) years after issuance of the project's certification of acceptance or three (3) years after receipt of the final Federal payment, whichever is later, provided there is no pending litigation. These records shall include the contract, contractor's monthly and final estimates and invoices, construction orders, correspondence, field books, computations, contractor's payrolls, EEO/AA records/reports, and any other project related records. **Such records will be made available to the State and/or Federal Auditors upon request.** The audited Municipality must obtain written approval from the appropriate division within the Connecticut Department of Transportation prior to destruction of any records and/or documents pertinent to this Agreement.

The Municipality shall require that the work papers and reports of the independent CPA be maintained for a minimum of three (3) years from the date of the Audit Report.

The State reserves the right to audit or review any records/work papers of the entity or municipality and the CPA pertaining to the Agreement.

20. The Second Party hereby acknowledges and agrees to comply with the policies enumerated in "Connecticut Department of Transportation Policy Statement Policy No. F&A-10 Subject: Code of Ethics Policy", June 1, 2007, a copy of which is attached hereto and made a part hereof.
21. This Agreement is subject to the provisions of Executive Order No. 3 of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. 17 of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. 16 of Governor John G. Rowland, promulgated August 4, 1999, concerning violence in the workplace. If applicable, the Agreement is subject to

Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services in accordance with their respective terms and conditions. All Executive Orders referenced herein are incorporated into this Agreement and are made a part of the Agreement as if they had been fully set forth therein. At the Second Party's request, the State shall provide a copy of these Orders to the Second Party.

22. As a condition to receiving federal financial assistance under the Agreement, if any, the Second Party shall comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000 et. Seq.), all requirements imposed by the regulations of the United States Department of Transportation (49 CFR Part 21) issued in implementation thereof, and the Title VI Contractor Assurances attached hereto, all of which are hereby made a part of this Agreement.
23. The Second Party's representative, authorized to execute this Agreement, shall upon request of the State, and on the certificate supplied by the State, certify that all work, including consultant agreements, contracts, subcontracts, plans, specifications, estimates and other information developed for the Project for which the Second Party has or will receive monies, grants, reimbursements, etc., from Federal or State agencies was performed in accordance with the terms of this Agreement, grants or Federal and State laws under which the monies are being provided to the Second Party. In addition, the Second Party also will certify that as a condition of its acceptance of State and/or Federal monies, the Second Party will comply with all State and Federal Civil Rights laws, executive orders, and regulations.
24. The Second Party, notwithstanding any other provision of this Agreement, is solely responsible for the Project.
25. Suspended or debarred second parties, suppliers, materialmen, lessors or other vendors may not submit proposals for a State contract or subcontract during the period of suspension or debarment regardless of their anticipated status at the time of contract award or commencement of work.
  - a. The signature on the Agreement by the Second Party shall constitute certification that to the best of its knowledge and belief the Second Party or any person associated therewith in the capacity of owner, partner, director, officer, principal investigator, project director, manager, auditor or any position involving the administration of Federal or State funds:
    1. Is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
    2. Has not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against him/her for

commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction, violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

3. Is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph a.2. of this certification; and
  4. Has not within a three-year period preceding this Agreement had one or more public transactions (Federal, State or local) terminated for cause or default.
- b. Where the Second Party is unable to certify to any of the statements in this certification, such Second Party shall attach an explanation to this Agreement.

The Second Party agrees to insure that the following certification be included in each subcontract agreement entered into on or after the date of this Agreement to which it is a party, and further, to require said certification to be included in any lower tier subcontracts and purchase orders entered into on or after the date of this Agreement.

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
  2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach any explanation to this proposal.
26. The Second Party certifies, by signing and submitting this Bid, Agreement, Contract, Proposal, to the best of his/her/its knowledge and belief, that:
- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Second Party, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension,

continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.

- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Second Party shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. **If applicable, the attached Disclosure Form-LLL shall be completed and submitted with the Bid, Agreement, Contract, and/or Proposal.**

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.

The Second Party also agrees by submitting his/her/its Bid, Agreement, Contract, Proposal that he/she/it shall require that the language of this certification be included in all lower tier subcontracts which exceed \$100,000 and that all such sub recipients shall certify and disclose accordingly. **These completed Disclosure Forms-LLL, if applicable, shall be mailed to the Connecticut Department of Transportation, P. O. Box 317546, Newington, CT 06131-7546, to the attention of the project manager."**

27. This clause applies to those Second Parties who are or will be responsible for compliance with terms of the Americans with Disabilities Act of 1990 ("Act"), Public Law 101-336, during the term of the Agreement. The Second Party represents that it is familiar with the terms of this Act and that it is in compliance with the Act. Failure of the Second Party to satisfy this standard as the same applies to performance under this Agreement, either now or during the term of the Agreement as it may be amended, will render the Agreement voidable at the option of the State upon notice to the Second Party. The Second Party warrants that it will hold the State harmless and indemnify the State from any liability which may be imposed upon the State as a result of any failure of the Second Party to be in compliance with this Act, as the same applies to performance under this Agreement.

28.

- a. Insurance. With respect to the operations performed under the terms of this Agreement, and also those performed for the Second Party by

subcontractors, the Second Party will be required to carry, and shall ensure its subcontractors(s) carry, for the duration of this Agreement and any supplements thereto, with the State being named as an additional insured party for paragraphs 1) and 2) below, the following minimum insurance coverages at no direct cost to the State. In the event the Second Party and/or subcontractor(s) secures excess/umbrella liability insurance to meet the minimum requirements specified in paragraphs 1) and 2) below, the State of Connecticut shall be named as an additional insured.

- 1) Commercial General Liability Insurance, including Contractual Liability Insurance, providing for a total limit of One Million Dollars (\$1,000,000) for all damages arising out of bodily injuries to or death of all persons in any one accident or occurrence, and for all damages arising out of injury to or destruction of property in any one accident or occurrence, and, subject to that limit per accident, a total (or aggregate) limit of Two Million Dollars (\$2,000,000) for all damages arising out of bodily injuries to or death of all persons in all accidents or occurrences and out of injury to or destruction of property during the policy period.
  - 2) The operation of all motor vehicles, including those hired or borrowed, used in connection with this Agreement shall be covered by Automobile Liability Insurance providing for a total limit of One Million Dollars (\$1,000,000) for all damages arising out of bodily injuries to or death of all persons in any one accident or occurrence, and for all damages arising out of injury to or destruction of property in any one accident or occurrence. In cases where an insurance policy shows an aggregate limit as part of the automobile liability coverage, the aggregate limit must be at least Two Million Dollars (\$2,000,000).
  - 3) Workers' Compensation Insurance and, as applicable, insurance required in accordance with the U. S. Longshore and Harbor Workers' Compensation Act, in accordance with the requirements of the laws of the State of Connecticut and the laws of the United States respectively.
- b. In conjunction with Section a of this Article, the Second Party agrees to furnish to the State, only on the form or forms supplied by the State, a Certificate of Insurance fully executed by an insurance company or companies satisfactory to the State, for the insurance policy or policies required hereinabove, which policy or policies shall be in accordance with the terms of said Certificate of Insurance. The certificate of insurance shall specify amounts deductible, if any, for each type of coverage in the policy or policies. For the Workers' Compensation insurance and, as applicable,

U.S. Longshore and Harbor Workers' Compensation Act coverage, please indicate the policy number and term of the policy on the form or forms.

- c. The Second Party shall produce, within five (5) business days, a copy or copies of all applicable insurance policies when requested by the State. In providing said policies, the Second Party may redact provisions of the policy that are proprietary. This provision shall survive the suspension, expiration or termination of this Agreement.

29. If applicable, the Second Party hereby acknowledges and agrees to comply with the guidelines stipulated in Policy F&A-30, dated April 12, 2006; Subject: Maximum Fees for Architects, Engineers, and Consultants, which is attached hereto and hereby made a part of this Agreement. The Office of Policy and Management's General Letter No. 97-1, dated November 1996, is also attached hereto and hereby made a part of this Agreement and the guidelines stipulated therein are utilized, when applicable, in accordance with this Policy Statement.

If the Federal Highway Administration's approval is required prior to entering a supplemental agreement, as stipulated in the attached Policy Statement, the Second Party must submit their request to the initiating unit. The initiating unit will forward the Second Party's request to the Federal Highway Administration for review and provide the Second Party with the Federal Highway Administration's decision.

The Second Party shall submit to the State for review and approval, any proposed Agreement between the Second Party and a consultant prior to its execution. No reimbursement costs may be incurred on consultant agreements prior to the State's written approval.

The Second Party shall ensure that all parties are in compliance with the audit requirements set forth in Title 48, Section 31 of the Code of Federal Regulations (CFR) and Title 23, Section 172 CFR, as revised, when retaining consultants.

30. The Second Party shall assume full responsibility for accuracy of all products of its work or that of any consultants utilized under this Agreement and shall so indicate by having the signature and Connecticut Professional Engineer's/Architect's Seal of any engineer/architect used to perform work under the terms of this Agreement affixed on the title sheet(s) of all plans and/or documents.
31. This Agreement, when fully executed by both parties, constitutes the entire Agreement between the parties hereto and shall supersede all previous communications, representations, or agreements, either oral or written, between the parties hereto with respect to the subject matter hereof; and no agreement or understanding varying or extending the same shall be binding upon either party hereto unless in writing signed by both parties hereto; and nothing contained in

the terms or provisions of this Agreement shall be construed as waiving any of the rights of the State under the laws of the State of Connecticut.

32. This Agreement shall be governed, interpreted and construed under and in accordance with the laws of the State of Connecticut, whether or not its conflict of laws principles would dictate otherwise. This Agreement shall be deemed to have been made in Newington, Connecticut.
33. The Second Party agrees that the sole and exclusive means for the presentation of any claim against the State arising from or in connection with the Agreement shall be in accordance with Chapter 53 of the Connecticut General Statutes (Claims against the State) and the Second Party further agrees not to initiate legal proceedings in any State or Federal Court in addition to, or in lieu of, said Chapter 53 proceedings.
34. Nothing herein shall be construed to waive any of the State's Immunities.
35. The Agreement itself is not an authorization for the Second Party to provide goods or begin performance in any way. The Second Party may provide goods or begin performance only after it has received a duly issued purchase order against the Agreement. A Second Party providing goods or commencing performance without a duly issued purchase order in accordance with this section does so at the Second Party's own risk.

The State shall issue a purchase order against the Agreement directly to the Second Party and to no other party.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

The parties hereto have set their hands and seals on the day and year indicated.

STATE OF CONNECTICUT  
DEPARTMENT OF TRANSPORTATION  
Joseph F. Marie, Commissioner

BY: \_\_\_\_\_ (seal)  
Albert A. Martin  
Deputy Commissioner

DATE: \_\_\_\_\_

SECOND PARTY  
CITY OF BRIDGEPORT

BY: \_\_\_\_\_  
William Finch  
Mayor

DATE: \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
Attorney General  
State of Connecticut

DATE: \_\_\_\_\_



# CONNECTICUT DEPARTMENT OF TRANSPORTATION POLICY STATEMENT

POLICY NO. F&A-10

June 1, 2007

**SUBJECT: Code of Ethics Policy**

The purpose of this policy is to establish and maintain high standards of honesty, integrity, and quality of performance for all employees of the Department of Transportation ("DOT" or "Department"). Individuals in government service have positions of significant trust and responsibility that require them to adhere to the highest ethical standards. Standards that might be acceptable in other public or private organizations are not necessarily acceptable for the DOT.

It is expected that all DOT employees will comply with this policy as well as the Code of Ethics for Public Officials, and strive to avoid even the appearance of impropriety in their relationships with members of the public, other agencies, private vendors, consultants, and contractors. This policy is, as is permitted by law, in some cases stricter than the Code of Ethics for Public Officials. Where that is true, employees are required to comply with the more stringent DOT policy.

The Code of Ethics for Public Officials is State law and governs the conduct of all State employees and public officials regardless of the agency in which they serve. The entire Code, as well as a summary of its provisions, may be found at the Office of State Ethics' web site: [www.ct.gov/ethics/site/default.asp](http://www.ct.gov/ethics/site/default.asp). For formal and informal interpretations of the Code of Ethics, DOT employees should contact the Office of State Ethics or the DOT's Ethics Compliance Officer or her designee.

All State agencies are required by law to have an ethics policy statement. Additionally, all State agencies are required by law to have an Ethics Liaison or Ethics Compliance Officer. The DOT, because of the size and scope of its procurement activities, has an Ethics Compliance Officer who is responsible for the Department's: development of ethics policies; coordination of ethics training programs; and monitoring of programs for agency compliance with its ethics policies and the Code of Ethics for Public Officials. At least annually, the Ethics Compliance Officer shall provide ethics training to agency personnel involved in contractor selection, evaluation, and supervision. A DOT employee who has a question or is unsure about the provisions of this policy, or who would like assistance contacting the Office of State Ethics, should contact the Ethics Compliance Officer or her designee.

**The DOT Ethics Compliance Officer is:**

Denise Rodosevich, Managing Attorney  
Office of Legal Services

For questions, contact the Ethics  
Compliance Officer's Designee:

Alice M. Sexton, Principal Attorney  
Office of Legal Services  
2800 Berlin Turnpike  
Newington, CT 06131-7546

**To contact the Office of State Ethics:**

Office of State Ethics  
20 Trinity Street, Suite 205  
Hartford, CT 06106  
Tel. (860) 566-4472  
Facs. (860) 566-3806  
Web: [www.ethics.state.ct.us](http://www.ethics.state.ct.us)

## Enforcement

The Department expects that all employees will comply with all laws and policies regarding ethical conduct. Violations of the law may subject an employee to sanctions from agencies or authorities outside the DOT. Whether or not another agency or authority imposes such sanctions, the Department retains the independent right to review and respond to any ethics violation or alleged ethics violation by its employees. Violations of this policy or ethics statutes, as construed by the DOT, may result in disciplinary action up to and including dismissal from State service.

## Prohibited Activities

1. **Gifts:** DOT employees (and in some cases their family members) are prohibited by the Code of Ethics and this Policy from accepting a gift from anyone who is: (1) doing business with, or seeking to do business with, the DOT; (2) directly regulated by the DOT; (3) prequalified as a contractor pursuant to Conn. Gen. Stat. §4a-100 by the Commissioner of the Department of Administrative Services (DAS); or (4) known to be a registered lobbyist or a lobbyist's representative. These four categories of people/entities are referred to as "restricted donors." A list of registered lobbyists can be found on the web site of the Office of State Ethics ([www.ct.gov/ethics/site/default.asp](http://www.ct.gov/ethics/site/default.asp)). A list of prequalified consultants and contractors, i.e., those seeking to do business with the DOT, can be found on the DOT's Internet site under "Consultant Information" and "Doing Business with ConnDOT," respectively.

The term "gift" is defined in the Code of Ethics for Public Officials, Conn. Gen. Stat. §1-79(e), and has numerous exceptions. For example, one exception permits the acceptance of food and/or beverages valued up to \$50 per calendar year from any one donor and consumed on an occasion or occasions while the person paying or his representative is present. Therefore, such food and/or beverage is not a "gift." Another exception permits the acceptance of items having a value up to ten dollars (\$10) provided the aggregate value of all things provided by the donor to the recipient during a calendar year does not exceed fifty dollars (\$50). Therefore, such items are not a "gift." Depending on the circumstances, the "donor" may be an individual if the individual is bearing the expense, or a donor may be the individual's employer/group if the individual is passing the expense back to the employer/group he/she represents.

This policy requires DOT employees to immediately return any gift (as defined in the Code of Ethics) that any person or entity attempts to give to the employee(s). If any such gift or other item of value is received by other than personal delivery from the subject person or entity, the item shall be taken to the Office of Human Resources along with the name and address of the person or entity who gave the item. The Office of Human Resources, along with the recipient of the item of value, will arrange for the donation of the item to a local charity (e.g., Foodshare, local soup kitchens, etc.). The Office of Human Resources will then send a letter to the gift's donor advising the person of the item's donation to charity and requesting that no such gifts be given to DOT employees in the future.

2. **Contracting for Goods or Services for Personal Use With Department Contractors, Consultants, or Vendors:** Executive Order 7C provides that: "Appointed officials and state employees in the Executive Branch are prohibited from contracting for goods and services, for personal use, with any person doing business with or seeking business with his or her agency, unless the goods or services are readily available to the general public for the price which the official or state employee paid or would pay."

3. **Gift Exchanges Between Subordinates and Supervisors/Senior Staff:** A recent change in the Code of Ethics prohibits exchanges of gifts valued at \$100 or more between (i.e., to and from) supervisors and employees under their supervision. The Citizen's Ethics Advisory Board has advised that: (1) the monetary limit imposed by this provision is a per-gift amount; (2) gifts given between supervisors and subordinates (or vice versa) in celebration of a "major life event," as defined in the Code of Ethics, need not comply with the \$100 limit; and (3) the limitations imposed by this provision apply to a direct supervisor and subordinate *and to any individual up or down the chain of command*. The Citizen's Ethics Advisory Board has also advised that supervisors or subordinates may not pool their money to give a collective or group gift valued at \$100 or more, even though each of the individual contributions is less than \$100.
4. **Acceptance of Gifts to the State:** A recent change to the Code of Ethics for Public Officials modified the definition of the term "gift" to limit the application of the so-called "gift to the State" exception. In general, "gifts to the State" are goods or services given to a State agency for use on State property or to support an event and which facilitate State action or functions. Before accepting any benefit as a "gift to the State," DOT employees should contact the Ethics Compliance Officer.
5. **Charitable Organizations and Events:** No DOT employee shall knowingly accept any gift, discount, or other item of monetary value for the benefit of a charitable organization from any person or entity seeking official action from, doing or seeking business with, or conducting activities regulated by, the Department.
6. **Use of Office/Position for Financial Gain:** DOT employees shall not use their public office, position, or influence from holding their State office/position, nor any information gained in the course of their State duties, for private financial gain (or the prevention of financial loss) for themselves, any family member, any member of their household, nor any "business with which they are associated." In general, a business with which one is associated includes any entity of which a DOT employee or his/her immediate family member is a director, owner, limited or general partner, beneficiary of a trust, holder of 5 percent or more stock, or an officer (president, treasurer, or executive or senior vice president).

DOT employees shall not use or distribute State information (except as permitted by the Freedom of Information Act), nor use State time, personnel, equipment, or materials, for other than State business purposes.

7. **Other Employment:** DOT employees shall not engage in, nor accept, other employment that will either impair their independence of judgment with regard to their State duties or require or induce them to disclose confidential information gained through their State duties.

Any DOT employee who engages in or accepts other employment (including as an independent contractor), or has direct ownership in an outside business or sole proprietorship, shall complete an Employment/Outside Business Disclosure Form (see attached) and submit it to the Department's Human Resources Administrator. Disclosure of other employment to the DOT Human Resources Administrator shall *not* constitute approval of the other employment for purposes of the Code of Ethics for Public Officials.

Inquiries concerning the propriety of a DOT employee's other employment shall be directed to the Office of State Ethics to assure compliance with the Code of Ethics for Public Officials. Employees anticipating accepting other employment as described above should give ample time (at least one month) to the Office of State Ethics to respond to such outside employment inquiries.

No employee of the DOT shall allow any private obligation of employment or enterprise to take precedence over his/her responsibility to the Department.

8. **Outside Business Interests:** Any DOT employee who holds, directly or indirectly, a financial interest in any business, firm, or enterprise shall complete an Employment/Outside Business Disclosure Form (see attached) and submit it to the Department's Human Resources Administrator. An indirect financial interest includes situations where a DOT employee's spouse has a financial interest in a business, firm, or enterprise. A financial interest means that the employee or his spouse is an owner, member, partner, or shareholder in a non-publicly traded entity. Disclosure of such outside business interests to the DOT Human Resources Administrator shall *not* constitute approval of the outside business interest under this Policy or the Code of Ethics for Public Officials. DOT employees shall not have a financial interest in any business, firm, or enterprise which will either impair their independence of judgment with regard to their State duties or require or induce them to disclose confidential information gained through their State duties. Inquiries concerning the propriety of a DOT employee's outside business interests shall be directed to the Office of State Ethics to assure compliance with the Code of Ethics for Public Officials.
9. **Contracts With the State:** DOT employees, their immediate family members, and/or a business with which a DOT employee is associated, may not enter into a contract with the State, other than pursuant to a court appointment, valued at \$100 or more unless the contract has been awarded through an open and public process.
10. **Sanctioning Another Person's Ethics Violation:** No DOT official or employee shall counsel, authorize, or otherwise sanction action that violates any provision of the Code of Ethics.
11. **Certain Persons Have an Obligation to Report Ethics Violations:** If the DOT Commissioner, Deputy Commissioner, or "person in charge of State agency procurement" and contracting has reasonable cause to believe that a person has violated the Code of Ethics or any law or regulation concerning ethics in State contracting, he/she *must* report such belief to the Office of State Ethics. All DOT employees are encouraged to disclose waste, fraud, abuse, and corruption about which they become aware to the appropriate authority (see also Policy Statement EX.O.-23 dated March 31, 2004), including, but not limited to, their immediate supervisor or a superior of their immediate supervisor, the DOT Office of Management Services, the Ethics Compliance Officer, the Auditors of Public Accounts, the Office of the Attorney General, or the Office of the Chief State's Attorney.
12. **Post-State Employment Restrictions:** In addition to the above-stated policies of the Department, DOT employees are advised that the Code of Ethics for Public Officials bars certain conduct by State employees after they leave State service. Upon leaving State service:
  - **Confidential Information:** DOT employees must never disclose or use confidential information gained in State service for the financial benefit of any person.
  - **Prohibited Representation:** DOT employees must *never* represent anyone (other than the State) concerning any "particular matter" in which they participated personally and substantially while in State service and in which the State has a substantial interest.

DOT employees also must not, for one year after leaving State service, represent anyone other than the State for compensation before the DOT concerning a matter in which the State has a substantial interest. In this context, the term "represent" has been very broadly defined. Therefore, any former DOT employee contemplating post-State employment work that might involve interaction with any bureau of DOT (or any Board or Commission administratively under the DOT) within

their first year after leaving State employment should contact the DOT Ethics Compliance Officer and/or the Office of State Ethics.

- **Employment With State Vendors:** DOT employees who participated substantially in, or supervised, the negotiation or award of a State contract valued at \$50,000 or more must not accept employment with a party to the contract (other than the State) for a period of one year after resigning from State service, if the resignation occurs within one year after the contract was signed.

**13. Ethical Considerations Concerning Bidding and State Contracts:** DOT employees also should be aware of various provisions of Part IV of the Code of Ethics that affect any person or firm who: (1) is, or is seeking to be, prequalified by DAS under Conn. Gen. Stat. §4a-100; (2) is a party to a large State construction or procurement contract, or seeking to enter into such a contract, with a State agency; or (3) is a party to a consultant services contract, or seeking to enter into such a contract, with a State agency. These persons or firms shall not:

- With the intent to obtain a competitive advantage over other bidders, solicit any information from an employee or official that the contractor knows is not and will not be available to other bidders for a large State construction or procurement contract that the contractor is seeking;
- Intentionally, willfully, or with reckless disregard for the truth, charge a State agency for work not performed or goods not provided, including submitting meritless change orders in bad faith with the sole intention of increasing the contract price, as well as falsifying invoices or bills or charging unreasonable and unsubstantiated rates for services or goods to a State agency; and
- Intentionally or willfully violate or attempt to circumvent State competitive bidding and ethics laws.

Firms or persons that violate the above provisions may be deemed a nonresponsible bidder by the DOT.

In addition, no person with whom a State agency has contracted to provide consulting services to plan specifications for any contract, and no business with which such person is associated, may serve as a consultant to any person seeking to obtain such contract, serve as a contractor for such contract, or serve as a subcontractor or consultant to the person awarded such contract.

DOT employees who believe that a contractor or consultant may be in violation of any of these provisions should bring it to the attention of their manager.

### **Training for DOT Employees**

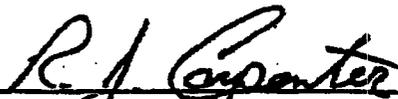
A copy of this policy will be posted throughout the Department, and provided to each employee either in hard copy or by e-mail. As set forth above, State law requires that certain employees involved in contractor/consultant/vendor selection, evaluation, or supervision must undergo annual ethics training coordinated or provided by the Ethics Compliance Officer. If you believe your duties meet these criteria, you should notify your Bureau Chief to facilitate compilation of a training schedule. In addition, the DOT Ethics Compliance Officer can arrange for periodic ethics training provided by the Office of State Ethics. Finally, the Department will make available, on its web site or otherwise, a copy of this policy to all vendors, contractors, and other business entities doing business with the Department.

### Important Ethics Reference Materials

It is strongly recommended that every DOT employee read and review the following:

- Code of Ethics for Public Officials, Chapter 10, Part 1, Conn. General Statutes Sections 1-79 through 1-89a found at: [www.ct.gov/ethics/site/default.asp](http://www.ct.gov/ethics/site/default.asp)
- Ethics Regulations Sections 1-81-14 through 1-81-38, found at: [www.ct.gov/ethics/site/default.asp](http://www.ct.gov/ethics/site/default.asp)
- The Office of State Ethics web site includes summaries and the full text of formal ethics advisory opinions interpreting the Code of Ethics, as well as summaries of previous enforcement actions: [www.ct.gov/ethics/site/default.asp](http://www.ct.gov/ethics/site/default.asp). DOT employees are strongly encouraged to contact the Department's Ethics Compliance Officer or her designee, or the Office of State Ethics with any questions or concerns they may have.

(This Policy Statement supersedes Policy Statement No. F&A-10 dated January 6, 2006)

  
\_\_\_\_\_  
Ralph J. Carpenter  
COMMISSIONER

#### Attachment

#### List 1 and List 3

(Managers and supervisors are requested to distribute a copy of this Policy Statement to all employees under their supervision.)

cc: Office of the Governor, Department of Administrative Services, Office of State Ethics

## TITLE VI CONTRACTOR ASSURANCES

For this document Contractor means Consultant, Consulting Engineer, Second Party, or other entity doing business with the State and Contract shall mean the same as Agreement.

During the performance of this Contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "Contractor") agrees as follows:

1. **Compliance with Regulations:** The Contractor shall comply with the regulations relative to nondiscrimination in federally assisted programs of the United States Department of Transportation (hereinafter, "USDOT"), Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this contract.

2. **Nondiscrimination:** The Contractor, with regard to the work performed by it during the Contract, shall not discriminate on the grounds of race, color, national origin, sex, age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by Subsection 5 of the Regulations, including employment practices when the Contract covers a program set forth in Appendix B of the Regulations.

3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, national origin, sex, age, or disability.

4. **Information and Reports:** The Contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Connecticut Department of Transportation (ConnDOT) or the Funding Agency (FHWA, FTA and FAA) to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to ConnDOT or the Funding Agency, as appropriate, and shall set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance:** In the event of the Contractor's noncompliance with the nondiscrimination provisions of this Contract, the ConnDOT shall impose such sanctions as it or the Funding Agency may determine to be appropriate, including, but not limited to:

- A. Withholding contract payments until the Contractor is in-compliance, and/or
- B. Cancellation, termination, or suspension of the Contract, in whole or in part.

6. **Incorporation of Provisions:** The Contractor shall include the provisions of paragraphs 1 through 5 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontract or procurement as the ConnDOT or the Funding Agency may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Contractor may request the ConnDOT to enter into such litigation to protect the interests of the Funding Agency, and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below the agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.  
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington D.C. 20503.





STATE OF CONNECTICUT  
OFFICE OF POLICY AND MANAGEMENT

November 21, 1996

GENERAL LETTER NO. 97-1

TO: All State Agencies

FROM: Michael W. Kozlowski, Secretary  
Office of Policy & Management

*Michael W. Kozlowski*

SUBJECT: Contract Fees for Architects, Engineers and Consultants on State Projects

All Contracts for architects, engineers and consultants on capital projects or studies related thereto, shall be awarded on the following basis:

1. Principals - Maximum of \$35/hour

A. Corporations Principal is defined as follows:

a. A corporate officer administratively responsible to the Corporation for the contract. The principal classification (whether corporate or other) is intended to include the principal's effort on the contract relating only to managing, directing and/or administering of the contract. In no event will the number of Principal hours established be in excess of 5% of the total contract salary hours established during negotiations.

b. A principal may also work on the contract in the "employee" classification, for example; as a Project Manager, Draftsman, Senior Engineer, etc. While performing those services for which qualified, the principal's rate of pay shall be within the salary range for the specific classification.

2. Assistants - Actual payroll at straight time rates. Overtime at actual rates subject to prior approval.

3. Overhead and Profit - Actual but not to exceed 150% for a Home Office project; 125% for a Field Office project and 165% for an Environmental project.

4. Travel - Maximum is established per the State Travel Regulations (Manager's Agreement.)

Each such contract must contain appropriate language to clearly acknowledge the parameters by this letter.



# CONNECTICUT DEPARTMENT OF TRANSPORTATION POLICY STATEMENT

POLICY NO. F&A-30  
April 12, 2006

SUBJECT: Maximum Fees for Architects, Engineers, and Consultants

It is Department policy that maximum fees for architects, engineers, and consultants shall be in accordance with the provisions of Chapter 11 of United States Code Title 40, Part 36 of Title 48 of the Code of Federal Regulations (CFR) and 23USC 11 2(b)2:

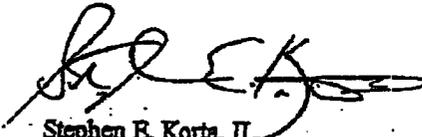
Under the terms of these federal regulations, the Department "shall accept indirect cost rates established in accordance with the Federal Acquisition Regulations for 1-year applicable accounting periods by a cognizant Federal or State government agency...." and "...shall apply such rates for the purpose of contract estimation, negotiation, administration, reporting and contract payment and shall not be limited by administrative or defacto ceilings of any kind."

Travel - shall be the maximum established per the State Travel Regulations (managers' agreement).

If a project is federally funded in any phase, the above stated new requirements shall apply to all new agreements negotiated on or subsequent to December 1, 2005. New agreements that do not have federal funding in any phase, including construction will continue to apply the requirements of the Office of Policy and Management's (OPM) General Letter 97-1. Supplemental agreements negotiated on or after December 1, 2005, that are merely a continuation or refinement of work, shall continue to adhere to the maximums as contained in OPM's General Letter 97-1. Supplemental agreements that result in a new phase of work or more than a continuation or refinement of work will use the above stated new requirements. Supplemental agreements on federally funded projects that continue to utilize the OPM General Letter 97-1 maximums require the approval of the Federal Highway Administration before processing. Existing on-call assignments may be completed using the maximums in OPM's General Letter 97-1, as well as, new on-call assignments (projects) that have no federal funding. New on-call assignments (projects) that have federal funding must use the above stated new requirements. Extra work claims for existing agreements shall continue to adhere to those maximums established in OPM's General Letter 97-1. Computer Aided Design and Drafting (CADD) will be reimbursed through the overhead rate only.

This policy also applies to those entities (i.e., towns, utilities, etc.) that receive federal funding for any phase of a project.

(This Policy Statement supersedes Policy Statement No. F&A-30 dated December 17, 1996)

  
Stephen B. Korta, II  
Commissioner

10-09 (A)

Amended and restated agreement - Deferred  
Compensation Plan under I.R.C. section 457

---

---

of  
Committee  
on  
Contracts

Submitted: December 21, 2009

Adopted: \_\_\_\_\_

Attest: \_\_\_\_\_



City Clerk

---

Approved \_\_\_\_\_

---

Mayor

---

---



# City of Bridgeport, Connecticut

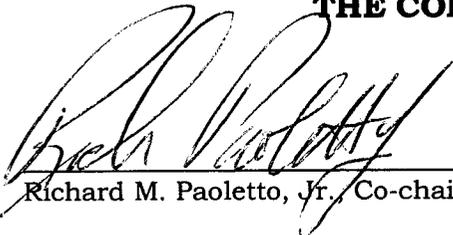
*To the City Council of the City of Bridgeport.*

The Committee on **Contracts** begs leave to report; and recommends for adoption the following resolution:

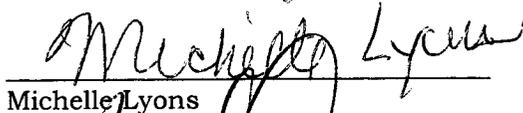
## **\*10-09(A) CONSENT CALENDARS**

**RESOLVED**, That the attached amended and restated agreement with Deferred Compensation Plan under I.R.C. Section 457 be and it hereby is, in all respects, approved, ratified and confirmed.

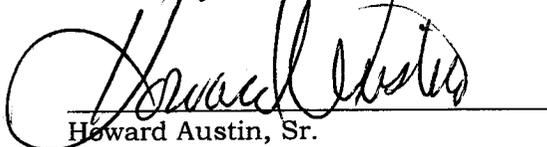
### **RESPECTFULLY SUBMITTED, THE COMMITTEE ON CONTRACTS**

  
Richard M. Paoletto, Jr., Co-chair

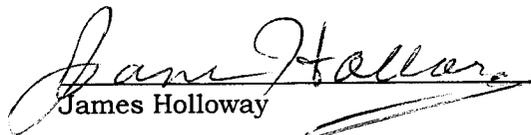
  
Carlos Silva, Co-chair

  
Michelle Lyons

  
Martin C. McCarthy

  
Howard Austin, Sr.

  
Robert P. Curwen, Sr.

  
James Holloway

**CITY OF BRIDGEPORT  
DEFERRED COMPENSATION PLAN  
UNDER I.R.C. SECTION 457**

**Amended and Restated  
Effective January 1, 2009**

## TABLE OF CONTENTS

|   |    |
|---|----|
| <b>PREAMBLE</b> .....   | i  |
| <b>ARTICLE I DEFINITIONS</b> .....                                    | 1  |
| <b>ARTICLE II PARTICIPATION</b> .....                                 | 4  |
| 2.01 Eligibility for Participation. ....                              | 4  |
| 2.02 Commencement of Participation.....                               | 4  |
| 2.03 Termination of Participation.....                                | 4  |
| <b>ARTICLE III CONTRIBUTIONS TO THE PLAN</b> .....                    | 5  |
| 3.01 Elective Deferrals.....  | 5  |
| 3.02 Suspension of Participation.....                                 | 5  |
| 3.03 Modification of Participation Agreement. ....                    | 5  |
| 3.04 Effect of Modification or Termination of Deferral Agreement..... | 6  |
| 3.05 Age 50 Catch-up Contributions. ....                              | 6  |
| 3.06 Special 457 Catch-up Contribution.....                           | 6  |
| 3.07 Rollovers and Plan-to-Plan Transfers. ....                       | 7  |
| 3.08 Authorized Leave of Absence.....                                 | 8  |
| 3.09 Investment of Account Balance.....                               | 8  |
| <b>ARTICLE IV LOANS AND WITHDRAWALS</b> .....                         | 10 |
| 4.01 Loans to Participants.....                                       | 10 |
| 4.02 Unforeseeable Emergency. ....                                    | 12 |
| 4.03 Rollover Amounts.....  | 12 |
| <b>ARTICLE V DISTRIBUTION OF BENEFITS</b> .....                       | 13 |
| 5.01 Distributions to Participants and Their Beneficiaries.....       | 13 |
| 5.02 Optional Deferral of Distributions.....                          | 13 |
| 5.03 Modes of Distribution.....                                       | 13 |
| 5.04 Form of Distribution.....  | 14 |
| 5.05 Calculation of Installment Distributions.....                    | 14 |
| 5.06 Distribution at Death of a Participant or Beneficiary.....       | 14 |
| 5.07 Minimum Distribution Requirements.....                           | 14 |
| 5.08 Rollovers Out of the Plan.....                                   | 14 |
| 5.09 Permissive Service Credit Transfers.....                         | 15 |
| 5.10 Distribution of Small Account Balances.....                      | 15 |
| <b>ARTICLE VI ADMINISTRATION</b> .....                                | 16 |
| 6.01 Appointment of Plan Administrator.....                           | 16 |
| 6.02 Agents.....  | 16 |
| 6.03 Procedures.....  | 16 |
| 6.04 Plan Administrator's Powers and Duties.....                      | 16 |
| 6.05 Liability and Indemnification of the Plan Administrator.....     | 17 |

|   |   |           |
|---|---|-----------|
| 6.06  | Standard of Review.....                     | 18        |
| 6.07  | Resignation or Removal.....                 | 18        |
| 6.08  | Miscellaneous. ....                         | 18        |
| 6.09  | Claims Procedures. ....                     | 18        |
| <b>ARTICLE VII QUALIFIED DOMESTIC RELATIONS ORDERS.....</b>   |   | <b>19</b> |
| 7.01  | General Rules.....                          | 19        |
| 7.02  | Definitions.....                            | 19        |
| 7.03  | Distributions.....                          | 20        |
| 7.04  | Notice.....                                 | 20        |
| 7.05  | Plan Procedures.....                        | 20        |
| 7.06  | Segregation and Payment of Benefits.....    | 21        |
| <b>ARTICLE VIII AMENDMENT OR TERMINATION OF THE PLAN.....</b> |   | <b>22</b> |
| 8.01  | Amendment of the Plan. ....                 | 22        |
| 8.02  | Termination of the Plan. ....               | 22        |
| <b>ARTICLE IX MISCELLANEOUS.....</b>                          |   | <b>23</b> |
| 9.01  | Plan is Not an Employment Contract.....     | 23        |
| 9.02  | Non-Assignability Clause. ....              | 23        |
| 9.03  | Construction.....                           | 23        |
| 9.04  | Governing Law. ....                         | 23        |
| 9.05  | Applicability. ....                         | 23        |
| 9.06  | Location of Participant or Beneficiary..... | 23        |

## **PREAMBLE**

WHEREAS, the City of Bridgeport (“Employer”) desires to provide employees of the City of Bridgeport with an opportunity to accumulate funds for their retirement; and

WHEREAS, to implement this wish, on October 15, 2001, the Employer established the City of Bridgeport Deferred Compensation Plan (“Plan”) pursuant to Section 457(b) of the Internal Revenue Code of 1986, as amended (the “Code”), for the benefit of its eligible employees who elect to become Participants under the Plan’s provisions;

WHEREAS, the Plan was subsequently amended and restated on January 17, 2006;

WHEREAS, the Employer wishes to adopt this Amended and Restated Plan document effective January 1, 2009 to update the Plan and bring it into compliance with the requirements of the Internal Revenue Code;

WHEREAS, the Employer has entered into a Trust Agreement with trustees (the “Trustees”) to provide security of the assets held pursuant to the Plan;

NOW, THEREFORE, by executing this Agreement, the Employer adopts the Plan as set forth herein.

## ARTICLE I DEFINITIONS

1.01 Account Balance: The amounts credited to a Participant's Elective Deferral Account and Rollover Account established and maintained on behalf of each Participant at any point in time.

1.02 Beneficiary: The trust, estate, individual or individuals currently designated by the Participant (or, where applicable, by his/her designated Beneficiary) as his/her Beneficiary or Beneficiaries. If the Beneficiary does not survive the Participant, or if there is no designation in effect at the time of distribution, the Participant's Beneficiary shall be deemed to be the Participant's estate. If more than one designated Beneficiary survives the Participant, payments shall be made equally to all such Beneficiaries, unless otherwise provided in the Participant's Beneficiary designation.

1.03 Compensation: The total remuneration received by the Participant from the Employer for services rendered to the Employer during the calendar year, including, but not limited to: salary; hourly wages; vacation payout; sick leave payout; longevity pay; any amounts deferred by the Employee under a cafeteria plan meeting the requirements of Section 125 of the Code, a Section 403(b) plan, a Section 457(b) plan, or amounts not includible in income under Section 132(f)(4) of the Code. Compensation shall not include Compensation of any Employee in excess of \$245,000 (increased as permitted under Section 401(a)(17) of the Code to reflect cost-of-living adjustments).

1.04 Elective Deferral: A contribution made on a salary reduction basis by a Participant in accordance with Section 3.01.

1.05 Elective Deferral Account: The account established in accordance with Section 3.01 for each Participant to record the Participant's Elective Deferrals, if any, and Fund appreciation attributable thereto.

1.06 Employee: Any individual who is employed by and performs services for the Employer on a regular and continuous basis.

1.07 Employer: The City of Bridgeport, Connecticut.

1.08 Includible Compensation: The remuneration for services performed for the Employer for the calendar year, which is currently includible in gross income as reported by the Employer on the Employee's Form W-2 for Federal Income Tax purposes for the calendar year, unreduced by any amounts which are:

- (a) elective deferrals to a Section 403(b) or Section 401(k) plan;

- (b) deferred under this Plan or any other Section 457(b) plan; or
- (c) not includible in gross income under Section 125 or Section 132(f)(4) of the Code.

Includible Compensation shall not include Compensation of any Employee in excess of \$245,000 (increased as permitted under Section 401(a)(17) of the Code to reflect cost-of-living adjustments).

1.09 Investment Funds: The investment funds provided for in Section 3.09.

1.10 Normal Retirement Age: Any age that is on or after the earlier of age sixty-five (65) or the age at which the Participant has the right to retire and receive, under any basic defined benefit pension plan in which the Participant participates, immediate retirement benefits without actuarial or similar reduction because of retirement before some later specified age, provided that it is not later than age 70 ½.

1.11 Participant: Any Employee who is eligible to participate in the Plan and who makes Elective Deferrals under the provisions of the Plan.

1.12 Participation Agreement: The written agreement between the Employer and a Participant to defer the Participant's receipt of Compensation not yet earned, and which sets forth certain provisions and elections relative to this Plan, incorporates the terms of this Plan and establishes the Participant's deferral and participation in this Plan.

1.13 Plan. The City of Bridgeport Deferred Compensation Plan Under I.R.C. Section 457.

1.14 Plan Year. The twelve (12) month period beginning each January 1 and ending each December 31.

1.15 Rollover Account: The account established in accordance with Section 3.07 for each Participant to record the Participant's Rollover Amounts, if any, and Fund appreciation attributable thereto.

1.16 Rollover Amount: A contribution made by a Participant in accordance with Section 3.07.

1.17 Severance from Employment: The date of an Employee's death, retirement, resignation or discharge, or any absence that causes such Employee to cease to be an Employee of the Employer.

1.18 Trust. The trust created by the Employer and the Trustee by a trust agreement to hold and invest the assets contributed under the terms of this Plan.

1.19 Trustee. Such individual or corporate fiduciary or fiduciaries as may be duly

appointed by the Employer to hold the assets of the Fund pursuant to the terms of this Plan and the Trust.

1.20 Valuation Date. The last day of each calendar quarter and/or such other dates as the Plan Administrator shall determine to value the Fund.

**ARTICLE II  
PARTICIPATION**

2.01 Eligibility for Participation.

Each Employee shall be eligible to become a Participant in the Plan on the date of his/her commencement of employment with the Employer.

2.02 Commencement of Participation.

Each Employee may become a Participant in the Plan by completing a Participation Agreement. Participation shall commence at the time described in Section 3.01. Prior to commencing participation in the Plan, the Employee will also be required to designate a Beneficiary and make the election of Investment Funds described in Section 3.09.

2.03 Termination of Participation.

Participation in the Plan will terminate when a Participant or his/her Beneficiary have received all benefits due to them under the Plan, except for a withdrawal of funds pursuant to Section 4.02. If a Participant terminates his/her employment with the Employer and is subsequently rehired, he/she may resume participation in the Plan upon the date of his/her rehiring.

**ARTICLE III  
CONTRIBUTIONS TO THE PLAN**

**3.01 Elective Deferrals.**

(a) Subject to the requirements and limitations of this Section 3.01, each Participant may elect to make Elective Deferrals, as a whole percentage of Compensation, in which event the Employer will reduce the Participant's Compensation otherwise currently payable by the percentage the Participant elects, credit the amount to the Participant's Elective Deferral Account on behalf of the Participant, and contribute such amount to the Trust.

(b) The amount to be deferred shall be designated in the Participation Agreement. Such Participation Agreement must be executed prior to the beginning of the calendar month for which it is to become effective, or for the initial month of employment, prior to the date the Participant first performs services for the Employer. A Participant's Participation Agreement will remain in effect until modified or revoked by the Participant.

(c) A Participant may elect an amount of Elective Deferrals not to exceed in any calendar year the lesser of: (1) the dollar limitation of Section 457(e)(15) of the Code in effect at the beginning of the calendar year; or (2) 100% of the Participant's Includible Compensation for the calendar year. The Section 457(e)(15) limit is \$16,500 for 2009. The dollar limit will be adjusted in future years for cost-of-living increases in accordance with Section 457(e)(15) of the Code. Any rollover amounts or amounts transferred to the Plan under Section 3.07 shall not be considered in applying the limits set forth in this Section 3.01.

(d) If a Participant's Elective Deferrals for any calendar year exceed the limitations described in this Section 3.01, then the Elective Deferrals in excess of the applicable limitation (adjusted for any income or loss in value, if any, allocable thereto) shall be immediately distributed to the Participant.

**3.02 Suspension of Participation.**

A Participant may revoke his/her Participation Agreement with respect to Compensation not yet earned at any time by notifying the Employer in writing thirty (30) days prior to the date the Participant wishes the suspension to become effective. This change will become effective no earlier than the later of the first pay period following the month in which a suspension is requested or the earliest date such suspension is administratively practicable. A Participant who revokes his/her Participation Agreement may again become a Participant as of the first day of any succeeding calendar year by entering into a new Participation Agreement with the Employer.

**3.03 Modification of Participation Agreement.**

A Participant who elects to defer Compensation may modify his/her Participation Agreement with respect to Compensation not yet earned but only with respect to Compensation to be earned in subsequent calendar months.

3.04 Effect of Modification or Termination of Deferral Agreement.

No modification or termination of the Participation Agreement under Sections 3.02 or 3.03 shall entitle the Participant to any amount by which his/her Compensation has heretofore been reduced. No distributions or withdrawals are permitted from the Plan except those specifically provided for in Article IV or V.

3.05 Age 50 Catch-up Contributions.

(a) Participants over the age of fifty (50), or who will attain fifty (50) during the calendar year, may elect to defer additional amounts as Age 50 Catch-up Contributions pursuant to Section 414(v) of the Code. These amounts shall be credited to the Participant's Elective Deferral Account.

(b) A Participant may elect in the manner described in Section 3.01(b) to defer a portion of his/her Compensation as Age 50 Catch-up Contributions, not to exceed in any calendar year the dollar limitation of Section 414(v) of the Code, as adjusted for cost-of-living increases. The Section 414(v) limit for 2009 is \$5,500.

(c) If a participant is eligible to make an increased contribution under Section 3.06 and an Age 50 Catch-up Contribution under this Section 3.05, the Participant shall make the contribution under the Section of the Plan that provides for the largest deferral. A Participant may not make contributions under this Section and Section 3.06 in the same Plan Year.

3.06 Special 457 Catch-up Contribution.

(a) For any one (1) or more of the Participant's last three (3) calendar years ending prior to the calendar year in which he/she attains Normal Retirement Age, the limitations set forth in Section 3.01(c) shall be the lesser of:

- (i) twice the applicable limit on annual deferrals set forth in Section 3.01, or
- (ii) the sum of the limitation on annual deferrals and the portion of that limitation which has not been used in prior calendar years in which the eligible Employee was eligible to participate in the Plan.

A Participant may include all or a portion of the limitation from a prior year only if: (1) the Participant was eligible to participate during that year, (2) Elective Deferrals under the Plan during that year were subject to the maximum deferral amount described in Section 1.457-2(e) of the Treasury Regulations or any subsequent regulations limiting such amount, and (3) such year began after December 31, 1978.

(b) For the purpose of determining what amount of a prior year's limitation has not been used for Plan Years beginning before 2002, the maximum deferral amount for such year shall be determined using the dollar deferral limit for that Plan Year as set forth in Section

457(b)(2)(A) in effect during that year, and the percentage limit set forth in Section 457(b)(2)(B) in effect during that year. The percentage limit shall be calculated using Includible Income for that year, excluding the amounts described in paragraphs (a), (b) and (c) of Section 1.08.

(c) Additionally, for years prior to 2002, all of the Participant's deferrals, regardless of whether they were made to a plan of the Employer or the plan of an unaffiliated entity, shall be added together to determine if the Participant had any unused amount. However, if the Participant did not defer any compensation under the Plan prior to 2002, any deferrals to other plans shall not be considered in determining if the Participant has any unused amounts.

(d) The provisions of this/her Section are available to a Participant only during one three (3) year period. If a Participant uses the provisions of this Section and then postpones his/her Normal Retirement Age, or returns to work after retirement, the limitation shall not be available again. A Participant may not make increased contributions under this Section and Age 50 Catch-up Contributions under Section 3.05 in the same Plan Year.

(e) In no event may a Participant's Elective Deferrals under this Section 3.06 exceed his/her Compensation.

(f) Notwithstanding the foregoing, Participants who are employees of the City of Bridgeport Board of Education are not eligible to make special catch-up contributions as described in this Section 3.06.

### 3.07 Rollovers and Plan-to-Plan Transfers.

(a) Under such rules and procedures as the Plan Administrator may establish, any eligible Employee may make the following Rollover Contributions to the Plan that:

- (i) (A) represents his/her interest in a plan meeting the requirements of Section 401(a) of the Code,
- (B) represents his/her interest in an annuity contract described in Section 403(b) of the Code,
- (C) represents his/her interest in an eligible plan under Section 457(b) of the Code maintained by a state, political subdivision of a state, or any agency or instrumentality of a state or political subdivision of a state, which is separately accounted for,
- (D) is a distribution from an individual retirement account or annuity described in Sections 408(a) or 408(b) of the Code that is eligible to be rolled over and would otherwise be included in gross income, or
- (E) is a distribution received under a Qualified Domestic Relations Order; and

- (ii) qualifies under Section 402(c)(4) or Section 408(d)(3)(A)(ii) of the Code.

Any amount described above that is received by an Employee as the surviving spouse of a deceased Plan Participant is an eligible Rollover Contribution. Such contribution shall not be subject to the limitations set forth in Section 3.01 hereof. After-tax contributions shall not be accepted.

(b) At the direction of the Employer, the Plan Administrator may permit a class of Participants who are participants in another eligible governmental plan under Section 457(b) of the Code to transfer assets to the Plan as provided in this Section 3.07(b). Such a transfer is permitted only if the other plan provides for the direct transfer of each Participant's interest therein to the Plan. The Plan Administrator may require in its sole discretion that the transfer be in cash or other property acceptable to the Plan Administrator. The Plan Administrator may require such documentation from the other plan as it deems necessary to effectuate the transfer in accordance with Section 457(e)(10) of the Code and Section 1.457-10(b) of the Income Tax Regulations and to confirm that the other plan is an eligible governmental plan as defined in Section 1.457-2(f) of the Income Tax Regulations. The amount so transferred shall be credited to the Participant's Account Balance and shall be held, accounted for, administered and otherwise treated in the same manner as an Elective Deferral by the Participant under the Plan, except that the transferred amount shall not be considered an Elective Deferral under the Plan in determining the maximum deferral under Section 3.01.

### 3.08 Authorized Leave of Absence.

(a) If a Participant is on a paid authorized leave of absence from the Employer, his/her participation in the Plan will continue and Elective Deferrals will continue to be withheld from his/her Compensation, if any.

(b) Contributions, benefits and service credit will be granted to an Employee serving in the military as required by Section 414(u) of the Code. An Employee whose employment is interrupted by qualified military service, or who is on a leave of absence for qualified military service, may elect to make up Elective Deferrals upon resumption of employment with the Employer equal to the maximum amount that the Employee could have elected to defer during that period if the Employee's employment with the Employer had continued (at the same level of Compensation) without the interruption or leave, reduced by Elective Deferrals, if any, actually made for the Employee during the period of the interruption or leave. The make-up period shall be equal to the lesser of: (i) three (3) times the length of the Participant's qualified military service; or (ii) five (5) years.

### 3.09 Investment of Account Balance.

(a) A Participant's Account Balance shall be invested in such of the Investment Funds as the Participant shall elect in accordance with Section 2.02, and shall remain so invested except to the extent a transfer has been effected pursuant to paragraph (b) of this Section 3.09.

Such election shall specify, by one percent (1%) increments, the whole percentage of such contributions to be invested in each such Investment Fund. Any change in such election, which must be filed with such advance notice as may be required by the Plan Administrator, shall become effective only with respect to subsequent contributions. If a Participant fails to elect the Investment Funds into which contributions shall be invested, the Plan Administrator shall direct that such contributions shall be invested in the fund selected by the Plan Administrator.

(b) A Participant may elect to transfer all or a portion of his/her Account Balance invested in any one or more Investment Funds to any one or more other Investment Funds. Such election shall be made by the Participant's written designation, by one percent (1%) increments, of the percentage of the amount credited to the Participant to be invested in each Investment Fund. Such election must be filed with such advance notice as may be required by the Plan Administrator by the day indicated by the Plan Administrator.

(c) Each Investment Fund shall at all times consist of such sums of money or other property as shall be allocated or transferred to it for investment, all investments made by it and proceeds received on the disposition of such investments, and all of its earnings and profits, less the payments or transfers which at the time of reference shall have been made from each such Investment Fund as provided in the Plan.

(d) The Plan Administrator shall maintain for each Participant an individual accounting showing his/her share in each Investment Fund in which his/her contributions have been invested.

(e) As of each Valuation Date, the Plan Administrator shall adjust the Account Balances of each Participant to reflect the Participant's proportionate share of investment experience, including gains and losses (both realized and unrealized) of each Investment Fund since the preceding Valuation Date. Each Participant's proportionate share of investment experience as of the Valuation Date shall be based on gains and losses determined with respect to the Participant's interest in the Investment Fund as of the preceding Valuation Date, decreased by any distributions made therefrom.

(f) With respect to each accounting of a Participant's share in the Fund, the Plan Administrator shall segregate the portion of the amounts attributable to Elective Deferrals and Rollover Contributions and shall allocate to each segregated account any earnings attributable thereto.

**ARTICLE IV  
LOANS AND WITHDRAWALS**

4.01 Loans to Participants.

(a) A Participant may apply to the Employer for a loan of a portion of his/her Account Balance subject to the terms and conditions of this Section 4.01. Amounts loaned shall be paid first from the Participant's Rollover Account and next, from the Participant's Elective Deferral Account.

(b) Upon written application by a Participant for a loan under the terms of this Section, the Plan Administrator may, in its discretion, and in accordance with uniform and nondiscriminatory rules, make a loan to such Participant. The written application shall be a legally enforceable agreement and shall contain such information as the Plan Administrator shall deem necessary to make a determination as to whether the loan should be granted. The Plan Administrator will consider the factors normally considered in a commercial setting when determining whether or not to approve the loan. A Participant shall not have more than one loan outstanding at any time.

(c) The amount of any loan to a Participant approved under this Section or under any other plan maintained by the Employer at any time shall not exceed the lesser of:

- (i) \$50,000, reduced by the excess of the highest outstanding balance of loans from the Plan during the one year period ending on the date any loan is made over the outstanding balance of loans from the Plan on such date, or
- (ii) 50% of the Participant's vested interest in his/her accounts.

No loan shall be made to a Participant in an amount less than \$1,000.

(d) The term of a loan made to a Participant under this Section shall require that the loan be repaid within five (5) years from the date the loan was made.

(e) Any loan shall be considered an investment of the borrowing Participant's interest in the Plan only and shall not be considered an investment of that portion of the Fund held for the benefit of other Participants. The loan shall be on such terms and conditions as the Plan Administrator shall determine, shall be evidenced by a promissory note, and shall bear a reasonable rate of interest, as determined by the Plan Administrator in his/her discretion. In determining a reasonable rate of interest, the Plan Administrator will consider the rates charged by persons in the business of lending money for loans made under similar circumstances. Notwithstanding the foregoing, if a Participant who has an outstanding loan commences military service, the Participant may elect to have a maximum interest rate of six percent (6%) apply to his/her loan during the period of military service. In order for the six percent (6%) cap to apply, the Participant must notify the Plan Administrator of his/her election to implement the cap, together with a copy of his/her military orders before one hundred eighty days (180) days have

lapsed since the end of military service. If such notice is provided, the interest rate relief is retroactive to the beginning of military service. The amount of the Participant's payment of principal and interest on the loan shall be credited to the Participant's accounts as Elective Deferrals and Rollover Contributions in the proportion in which the loan proceeds were paid from such Participant's accounts.

(f) A Participant's repayment of a loan made pursuant to this Section shall be by any reasonable method of repayment of a loan required by the Plan Administrator; provided, that such method requires substantially level amortization of principal and interest payments at least quarterly. No loans shall be made to a Participant that provide for a repayment period extending beyond the date the Participant attains Normal Retirement Age. A Participant may prepay the entire amount due under a loan at any time without penalty.

(g) The provisions of Section 9.02 notwithstanding, by accepting a loan as provided in this Section, the Participant automatically assigns as security for the loan all right, title and interest in and to such Participant's accounts. All loans shall be repaid according to the terms and conditions determined by the Plan Administrator on a uniform and nondiscriminatory basis. If the Participant should not repay all or a portion of the loan within the time specified in the promissory note, the Plan Administrator shall consider such event as constituting default on the loan. In the event of default, in addition to other remedies provided by the promissory note and any applicable law, the Plan Administrator may reduce the amounts credited to the Participant's accounts which were invested in the loan to such Participant by the amount owed on the loan principal and any accumulated and unpaid interest thereon, and the Participant's note shall thereupon be cancelled; provided, however, that the Plan Administrator may not reduce the amounts credited to the Participant's Elective Deferrals prior to the earlier of the Participant's attainment of age 59 ½ or Severance from Employment. The Plan Administrator may permit a Participant the "grace period" allowed under the Code to cure the default in order to avoid a deemed distribution.

(h) If a Participant is on an authorized leave of absence and is receiving Compensation that is less than the amount due as payments on the Participant's outstanding loan, the Plan Administrator may permit the Participant to suspend such payments for a period not to exceed twelve (12) months; provided that the repayment period does not extend beyond the original maximum period permitted under paragraph (d), and at the end of the Participant's authorized leave of absence the loan is reamortized based upon the remaining period. Loan repayments may be suspended as permitted under Section 414(u)(4) of the Code for those Participants in qualified military service.

(i) In the event of the Participant's retirement, termination of employment, disability or death before the full amount of any loan to him/her has been fully repaid, the Plan Administrator may, but need not, reduce the amounts credited to the Participant's Account Balance which were invested in the loan to such Participant by the amount owed on the loan principal and any accumulated and unpaid interest thereon, and the Participant's note shall thereupon be cancelled.

#### 4.02 Unforeseeable Emergency.

(a) In the case of an unforeseeable emergency, a Participant may apply to the Employer for a withdrawal of all or a portion of his/her Elective Deferral Account under the Plan prior to attainment of age 70½ or other Severance from Employment. If such application for withdrawal is approved by the Employer, the withdrawal will be effective at the later of the dates specified in the Participant's application or the date of approval by the Employer and will be payable within sixty (60) days of such effective date in a single payment.

(b) The term "unforeseeable emergency" shall, for the purposes of this Plan, be limited to unexpected and unreimbursed major expenses resulting from illness or accident of a Participant, Beneficiary, spouse or dependent (as defined in Section 152(a) of the Code), loss of the Participant's or Beneficiary's property due to casualty, or similar extraordinary and unforeseeable circumstances arising as a result of events beyond the control of the Participant or Beneficiary if said events would result in great financial hardship if the withdrawal were not allowed. Withdrawals for foreseeable expenditures normally budgetable, such as down payments on a home or purchase of an automobile or college expenses, will not be permitted. This Plan hereby incorporates by reference any Treasury Regulations which further define what constitutes an unforeseeable emergency.

(c) In the event of an unforeseeable emergency, the amount of withdrawal shall be limited to an amount sufficient to meet that emergency, and in no event shall it exceed the amount of benefits which would have been payable had the Participant had a Severance from Employment at the time of withdrawal. Notwithstanding any other provision of this Plan, if a Participant makes a withdrawal hereunder the balance of his/her Elective Deferrals under the Plan shall be appropriately reduced to reflect such a withdrawal. The remainder of any payable benefits, if any, shall be payable according to the otherwise applicable provisions of the Plan.

#### 4.03 Rollover Amounts.

A Participant who has made a Rollover Contribution of amounts previously contributed to another Plan under Section 3.07 may withdraw such contributions at any time by making an application to the Plan Administrator.

**ARTICLE V**  
**DISTRIBUTION OF BENEFITS**

**5.01 Distributions to Participants and Their Beneficiaries.**

Unless a Participant elects a later date pursuant to Section 5.02, a Participant's Account Balance shall be, or shall commence to be, distributed within sixty (60) days following the later of:

- (a) the date of the Participant's Severance from Employment,
- (b) the date the Participant attains Normal Retirement Age.

Notwithstanding the foregoing, distribution to a Participant may not commence later than April 1 following the calendar year in which the Participant attains age 70½ or has a Severance from Employment, if later.

**5.02 Optional Deferral of Distributions.**

By written statement filed with the Employer, each Participant may make an election to defer the date upon which distributions will commence beyond the date determined under Section 5.01, provided that in no event can such date be later than April 1 following the close of the calendar year in which he/she attained (or would have attained) age 70½. Any such election shall be subject to rules of uniform application prescribed by the Employer. Participants who made an irrevocable election under the terms of the Plan prior to January 1, 2002, may revoke such election and make a new revocable election to defer distributions at any time.

**5.03 Modes of Distribution.**

Subject to the provisions of Section 5.07, distribution pursuant to Section 5.01 or Section 5.02 shall be made in any one of the following methods which the Participant, in his/her sole discretion, shall determine:

- (a) in a single lump sum distribution,
- (b) in the form of a joint and survivor annuity, or
- (c) in monthly, quarterly, semi-annual or annual payments over a period selected by the Participant not extending beyond the period permitted under the Uniform Table set forth as Table A.

The Participant must elect one of the foregoing modes of distribution by written notice to the Employer at least forty-five (45) days prior to the date on which distribution is to be made or is to commence, as provided in Sections 5.01 and 5.02. If the Participant fails to make an election, distribution shall be made to him/her in annual installments in the form selected by the Employer

based on the Uniform Table set forth as Table A.

5.04 Form of Distribution.

Distribution in a single payment under Section 5.03(a) shall, as specified in such election, be in cash. If any installment distribution is elected, distribution shall be in cash as specified by the Participant in such election, and if no such election is made distribution shall be made in the form selected by the Employer. The form of any distribution elected by a Participant is subject to the approval of the Employer.

5.05 Calculation of Installment Distributions.

Any annual payment under Section 5.03(c) shall be determined by dividing the entire interest of the Participant in his/her Account Balance at the end of the preceding year by the applicable distribution period set forth in the Uniform Table set forth as Table A, or the period of years elected by the Participant, if less than the applicable distribution period. Monthly, quarterly or semi-annual payments will be one-twelfth (1/12), one-half (1/2) or one-quarter (1/4) of the relevant annual payment.

5.06 Distribution at Death of a Participant or Beneficiary.

If a Participant dies before his/her Account Balance has been distributed, the Participant's Account Balance shall be distributed to his/her Beneficiary over the Beneficiary's life expectancy or, in one lump sum, as elected by the Beneficiary; provided, however, that if the Participant elected a joint and survivor annuity, payment will be made based on that election. Such distribution shall be made as soon as practicable after the death of the Participant.

5.07 Minimum Distribution Requirements.

No distribution may be made from this Plan over a period exceeding the permissible period set forth in Treasury Regulations issued under Section 401(a)(9) of the Code. Any distribution made under this Section 5.07 as required under Section 401(a)(9) of the Code shall be made in accordance with Final Treasury Regulations 1.401(a)(9)-2 through-9.

5.08 Rollovers Out of the Plan.

A Participant who has a Severance from Employment with the Employer may elect to have his/her Account Balance transferred to:

- (a) a plan meeting the requirements of Section 401(a) of the Code,
- (b) an annuity contract described in Section 403(b) of the Code,
- (c) an eligible plan under Section 457(b) of the Code maintained by a state, political subdivision of a state, or any agency or instrumentality of a state or political subdivision of a

state, or

(d) an individual retirement account or annuity described in Sections 408(a) or 408(b) of the Code.

A Participant may not roll over: (i) any installment payment for a period of ten (10) years or more; (ii) any distribution made as a result of an unforeseeable emergency, or (iii) for any other distribution, the portion, if any, of the distribution that is a required minimum distribution under Section 401(a)(9). This Section shall apply to distributions made to the spouse of a Participant as a result of the death of the Participant

#### 5.09 Permissive Service Credit Transfers.

(a) If a Participant is also a participant in a defined benefit governmental plan (as defined in Section 414(d) of the Code) qualified under Section 401(a) of the Code that provides for the acceptance of plan-to-plan transfers with respect to the Participant, then the Participant may elect to have any portion of the Participant's Account Balance transferred to the defined benefit governmental plan. A transfer under this Section 5.09(a) may be made before the Participant has had a Severance from Employment.

(b) A transfer may be made under this Section 5.09 only if the transfer is either for the purchase of permissive service credit (as defined in Section 415(n)(3)(A) of the Code) under the receiving defined benefit governmental plan or a repayment to which Section 415 of the Code does not apply by reason of Section 415(k)(3) of the Code.

#### 5.10 Distribution of Small Account Balances.

If on the date of a Participant's Severance from Employment the value of the Participant's Elective Deferral Account and Rollover Account is \$1,000 or less, the Participant's Elective Deferral Account and Rollover Account shall be automatically distributed in a single lump sum payment.

## **ARTICLE VI ADMINISTRATION**

### **6.01 Appointment of Plan Administrator.**

The Employer shall be the Plan Administrator within the meaning of Section 414(g) of the Code. The Employer may delegate the administration of the Plan to a Plan Administrator who shall be appointed by and serve at the pleasure of the Employer. All usual and reasonable expenses of the Plan Administrator may be paid in whole or in part by the Employer, and any expenses not so paid shall be paid by the Trustee out of the assets of the Trust. A Plan Administrator who receives full time pay from the Employer shall not receive compensation with respect to his/her services.

### **6.02 Agents.**

The Plan Administrator may employ such agents to perform clerical and other services, and such counsel, accountants and actuaries as it may deem necessary or desirable for administration of the Plan. The Plan Administrator may rely upon the written opinions or certificates of any agent, counsel, actuary or physician.

### **6.03 Procedures.**

The Plan Administrator shall adopt such bylaws as it deems desirable and shall keep all such books of account, records and other data as may be necessary for proper administration of the Plan. The Plan Administrator shall keep a record of all actions and forward all necessary communications to the Trustee and the Employer, as applicable. The Plan Administrator shall keep records containing all relevant data pertaining to any person affected hereby and such person's rights under the Plan.

### **6.04 Plan Administrator's Powers and Duties.**

The Plan Administrator shall have such powers and duties as may be necessary to discharge its function hereunder, including, but not by way of limitation, the following:

- (a) To construe and interpret the Plan, to decide all questions which may arise relative to the rights of Employees, past and present, and their Beneficiaries, under the terms of the Plan.
- (b) To obtain from the Employer and from Employees such information as shall be necessary for the proper administration of the Plan, and, when appropriate, to furnish such information promptly to the Trustee or other persons entitled thereto.
- (c) To prepare and distribute, in such manner as the Plan Administrator determines to be appropriate, information explaining the Plan.

(d) To furnish the Employer, upon request, such reports with respect to the administration of the Plan as are reasonable and appropriate.

(e) To obtain and review reports of the Trustee pertaining to the receipts, disbursements and financial condition of the Trust.

(f) To establish and maintain such accounts in the name of the Employer and of each Participant as are necessary.

(g) To delegate in writing all or any part of its responsibilities under the Plan to the Trustee and in the same manner revoke any such delegation of responsibility. Any action of the Trustee in the exercise of such delegated responsibilities shall have the same force and effect for all purposes as if such action had been taken by the Plan Administrator. The Trustee shall have the right, in its sole discretion, by written instrument delivered to the Plan Administrator, to reject and to refuse to exercise any such delegated authority.

(h) To the extent that Participants do not direct the investment of their accounts, to advise the Trustee, in writing, with respect to investment and reinvestment of the Participants' and Employers' contributions under the Plan; if instructions are not forthcoming, however, the Trustee shall have full power to invest and reinvest any funds under his/her control. The Trustee's rights and duties relative to investments which are contained in the Trust Agreement shall inure to the benefit of, and are binding upon, the Plan Administrator when he renders investment advice.

#### 6.05 Liability and Indemnification of the Plan Administrator.

In connection with any action or determination, the Plan Administrator shall be entitled to rely upon information furnished by the Employer. To the extent permitted by law, the Employer shall indemnify the Plan Administrator against any liability or loss sustained by reason of any act or failure to act in its administrative capacity, if such act or failure to act does not involve willful misconduct. Such indemnification of the Plan Administrator shall include attorney's fees and other costs and expenses reasonably incurred in defense of any action brought against the Plan Administrator by reason of any such act or failure to act. No bond or other security shall be required of any Plan Administrator unless he handles funds or other property of the Plan. A Plan Administrator shall not be liable or responsible for the acts of commission or omission of another fiduciary unless:

(a) he knowingly participates or knowingly attempts to conceal the act or omission of another fiduciary and he knows that the act or omission is a breach of fiduciary responsibility by the other fiduciary, or

(b) he has knowledge of a breach by the other fiduciary and shall not make reasonable efforts to remedy the breach, or

(c) the Plan Administrator's breach of his/her own fiduciary responsibility permits

the other fiduciary to commit a breach.

6.06 Standard of Review.

The Plan Administrator and Trustee shall have sole discretion to make decisions regarding a Participant's or Beneficiary's benefits and such decision shall be conclusive and binding on all parties. The Plan Administrator, in his/her discretion, shall have the authority to interpret all provisions of this Plan, and to make all decisions regarding administration of the Plan and eligibility for benefits under the Plan, and such interpretation shall be conclusive and binding on all parties. All decisions of the Plan Administrator with respect to this Plan shall be respected unless arbitrary and capricious.

6.07 Resignation or Removal.

The Plan Administrator may resign by giving written notice to the Employer not less than fifteen (15) days before the effective date of his/her resignation. The Plan Administrator may be removed, without cause, by the Employer, who shall fill the vacancy as soon as reasonably possible after a vacancy occurs. Until a new appointment is made, the Employer shall act as the Plan Administrator.

6.08 Miscellaneous.

(a) All actions or determinations of the Plan Administrator or the Employer hereunder shall be made or result from uniform standards applied in a nondiscriminatory manner with respect to all Employees, Participants and/or Beneficiaries.

(b) Any person affected hereby may consult with the Plan Administrator on any matters relating to his/her interest in the Plan.

(c) The Plan Administrator shall not vote or decide upon any matters relating solely to himself or to any of his/her rights or benefits under this Plan.

6.09 Claims Procedures.

The Plan Administrator shall establish claims procedures in accordance with applicable law and shall afford a reasonable opportunity to any person whose claim for benefits has been denied for a full and fair review of the decision denying such claim.

**ARTICLE VII**  
**QUALIFIED DOMESTIC RELATIONS ORDERS**

7.01 General Rules.

Notwithstanding anything contained in this Plan to the contrary, in the case of any Qualified Domestic Relations Order whereby a distribution will be made, a distribution may be made in accordance with this Section.

7.02 Definitions.

The following definitions will be used within this Section.

(a) "Qualified Domestic Relations Order" shall mean a Domestic Relations Order (as defined in (b) below) which:

- (i) creates or recognizes the existence of an Alternate Payee's right to, or assigns to an Alternate Payee the right to, receive all or a portion of the benefits payable with respect to a Participant under this Plan;
  - (ii) clearly specifies:
    - (A) the name and last known mailing address of the Participant and the name and mailing address of each Alternate Payee covered by such order,
    - (B) the amount or percentage of the Participant's Account Balance to be paid by the Plan to each such Alternate Payee, or the manner in which such amount or percentage is to be determined,
    - (C) the number of payments or period to which such order applies; and
    - (D) each Plan to which such order applies, and
  - (iii) does not require:
    - (A) the Plan to provide any type or form of benefit, or any option, not otherwise provided under the Plan except that the order may require payment to be made prior to the time a Participant has separated from service,
    - (B) the payment of benefits to an Alternate Payee which are required to be paid to another Alternate Payee under another order previously determined to be a Qualified Domestic Relations Order, or
    - (C) the Plan to provide increased benefits.
- (b) "Domestic Relations Order" shall mean any judgment, decree, or order (including

approval of a property settlement agreement) which:

- (i) relates to the provisions of child support, alimony payments, or marital property rights to a spouse, child, or other dependent of a Participant, and
- (ii) is made pursuant to a state domestic relations law, including a community property law.

(c) "Alternate Payee" shall mean any spouse, former spouse, child or other dependent of a Participant who is recognized by a Domestic Relations Order as having a right to receive all or a portion of the benefits payable under the Plan with respect to such Participant.

#### 7.03 Distributions.

Distributions pursuant to a Qualified Domestic Relations Order shall only be made in the manner, form and time as the distribution rules set forth in Article V of this Plan except that payment may commence prior to the time a Participant has separated from service.

#### 7.04 Notice.

Upon receipt of a Domestic Relations Order, the Plan Administrator shall promptly notify the Participant and any Alternate Payee of the receipt of such order and the procedures for determining the qualified status of such order. After making a determination as to the qualified status of such order, the Plan Administrator shall notify the Participant and each Alternate Payee of such determination.

#### 7.05 Plan Procedures.

Upon receipt of a Domestic Relations Order, the Plan Administrator shall give due consideration and review to the order and shall determine whether or not the order is qualified within nine (9) months of receipt of such order unless special circumstances require an extension of time to determine the qualified status of such order. If such an extension of time is required, written notice of the extension shall be furnished to the Participant and each Alternate Payee prior to the expiration of such initial nine (9) month period. The extension notice shall indicate the special circumstances requiring an extension of time and the date by which the Plan Administrator expects to render a final decision which date may not exceed an additional nine (9) months after the initial period expires unless the qualified status of such order is being determined by a court of competent jurisdiction. If a court of competent jurisdiction is determining the status of an order, in no event shall a final decision be rendered prior to the time the status of such order is determined to be non qualified by the Plan Administrator. The Plan Administrator shall furnish the claimant with a written notice setting forth (in a manner calculated to be understood by the claimant) the specific reason or reasons for the determination of the non qualified status of the order.

7.06 Segregation and Payment of Benefits.

During any period in which the issue of whether a Domestic Relations Order is qualified is being determined by the Plan Administrator, by a court of competent jurisdiction, or otherwise, the Plan Administrator shall order the Trustee to determine the amount which would have been payable to the Alternate Payee during such period if the order had been determined to be a Qualified Domestic Relations Order. If within eighteen (18) months after receipt of the order, or modification thereof, it is determined to be a Qualified Domestic Relations Order, the Plan Administrator shall order the Trustee to pay the amounts plus increments thereto to the person or persons entitled thereto. If within eighteen (18) months after receipt it is determined that the order is not a Qualified Domestic Relations Order, or the issue as to whether such order is a Qualified Domestic Relations Order is not resolved, then the Plan Administrator shall order the Trustee to pay the amounts plus increments thereto to the person or persons who would have been entitled to such amounts if there had been no order. If the determination of the qualified status of a Domestic Relations Order is made after eighteen (18) months after receipt, the order shall only apply to benefits distributed after the date of such determination.

**ARTICLE VIII**  
**AMENDMENT OR TERMINATION OF THE PLAN**

8.01 Amendment of the Plan.

The Employer reserves the right to amend this Plan from time to time in whole or in part. All such amendments shall be in writing and shall be communicated to all Participants and other appropriate parties as may be required by law.

8.02 Termination of the Plan.

Although the Employer intends this Plan to continue indefinitely, it reserves the right to terminate the Plan at any time.

**ARTICLE IX  
MISCELLANEOUS**

9.01 Plan is Not an Employment Contract.

Nothing contained in this Plan shall be deemed to constitute an employment contract between the Participant and the Employer, and no provision of this Plan shall restrict the right of the Employer to discharge a Participant or the right of a Participant to terminate his/her employment.

9.02 Non-Assignability Clause.

Neither the Participant, nor his/her Beneficiary nor any other designee, shall have any right to commute, sell, assign, transfer or otherwise convey any interest in or the right to receive any payments provided under this Plan. Such payments and rights are expressly declared to be non-assignable and non-transferable. Nor shall any unpaid benefits be subject to attachment, garnishment or execution, or be transferable by operation of law in the event of bankruptcy or insolvency except to the extent otherwise required by law.

9.03 Construction.

This Plan is established with the intent that it be an eligible deferred compensation plan of a governmental entity under Section 457(b) of the Code. All terms and provisions contained in this Plan shall be interpreted, wherever possible, so as to be in compliance with the requirements of Section 457(b) of the Code as they apply to governmental entities.

9.04 Governing Law.

This Plan shall be construed, administered and enforced according to the laws of the State of Connecticut, except to the extent superseded by any applicable provision of the Code.

9.05 Applicability.

This Plan shall supersede any and all other Section 457(b) plans previously adopted by the Employer.

9.06 Location of Participant or Beneficiary.

In the event that any benefit shall become payable hereunder to any person and if, after written notice from the Trustee mailed to such person's last known address as certified to the Trustee by the Plan Administrator, such person shall not present himself to the Trustee within two (2) years after the mailing of such notice, the Trustee shall notify the Plan Administrator thereof. The Plan Administrator shall thereupon attempt to locate such person or, failing in such effort, to locate such person's designated Beneficiary, if applicable. If the Plan Administrator fails to locate such person or his/her Beneficiary, it shall attempt to locate such person's spouse

and/or blood relatives and to allocate the benefit among such persons in such manner as the Plan Administrator in its absolute discretion deems equitable. If such person, Beneficiary, spouse or blood relatives cannot be located, the Plan Administrator shall treat the benefit as a forfeited amount to be used to pay Plan expenses; provided, however, that in the event that such person is subsequently located such benefit shall be restored and paid to him/her. The Plan Administrator's obligation to locate individuals under this Section shall be satisfied if the Plan Administrator employs reasonable efforts to that end.

IN WITNESS WHEREOF, the undersigned Employer has caused this amended and restated Plan to be approved by its City Council on \_\_\_\_\_ and has further caused it to be signed and attested to by its Mayor to become effective as of the 1st day of January, 2009.

ATTEST:

CITY OF BRIDGEPORT

By: \_\_\_\_\_

By: \_\_\_\_\_

**TABLE A**

**MINIMUM REQUIRED DISTRIBUTION TABLE**

| Age of Employee | Distribution Period | Age of Employee | Distribution Period |
|-----------------|---------------------|-----------------|---------------------|
| 70              | 27.4                | 93              | 9.6                 |
| 71              | 26.5                | 94              | 9.1                 |
| 72              | 25.6                | 95              | 8.6                 |
| 73              | 24.7                | 96              | 8.1                 |
| 74              | 23.8                | 97              | 7.6                 |
| 75              | 22.9                | 98              | 7.1                 |
| 76              | 22.0                | 99              | 6.7                 |
| 77              | 21.2                | 100             | 6.3                 |
| 78              | 20.3                | 101             | 5.9                 |
| 79              | 19.5                | 102             | 5.5                 |
| 80              | 18.7                | 103             | 5.2                 |
| 81              | 17.9                | 104             | 4.9                 |
| 82              | 17.1                | 105             | 4.5                 |
| 83              | 16.3                | 106             | 4.2                 |
| 84              | 15.5                | 107             | 3.9                 |
| 85              | 14.8                | 108             | 3.7                 |
| 86              | 14.1                | 109             | 3.4                 |
| 87              | 13.4                | 110             | 3.1                 |
| 88              | 12.7                | 111             | 2.9                 |
| 89              | 12.0                | 112             | 2.6                 |
| 90              | 11.4                | 113             | 2.4                 |
| 91              | 10.8                | 114             | 2.1                 |
| 92              | 10.2                | 115+            | 1.9                 |

10-09 (B)

**Amended and restated agreement - Section 401(a)  
Money Purchase Pension Plan**

---

---

**of  
Committee  
on  
Contracts**

**Submitted: December 21, 2009**

Adopted: \_\_\_\_\_



Attest: \_\_\_\_\_

City Clerk

---

---

Approved \_\_\_\_\_

---

---

Mayor

---

---



# City of Bridgeport, Connecticut

*To the City Council of the City of Bridgeport.*

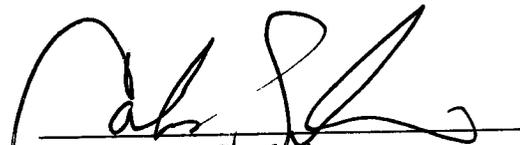
The Committee on **Contracts** begs leave to report; and recommends for adoption the following resolution:

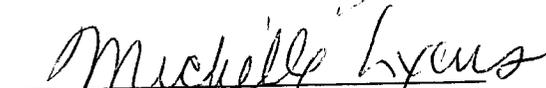
## **\*10-09(B) CONSENT CALENDARS**

**RESOLVED**, That the attached amended and restated agreement with Money Purchase Pension Plan under Section 401(a) be and it hereby is, in all respects, approved, ratified and confirmed.

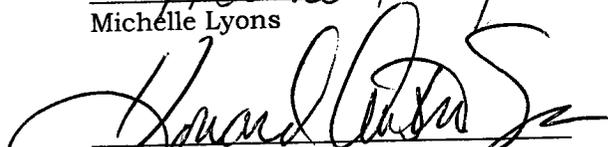
### **RESPECTFULLY SUBMITTED, THE COMMITTEE ON CONTRACTS**

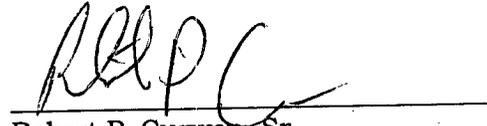
  
Richard M. Paoletto, Jr., Co-chair

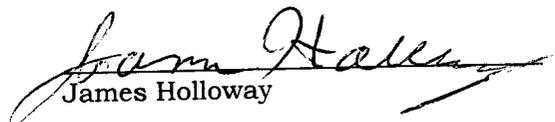
  
Carlos Silva, Co-chair

  
Michelle Lyons

  
Martin C. McCarthy

  
Howard Austin, Sr.

  
Robert P. Curwen, Sr.

  
James Holloway

City Council: December 21, 2009

CITY OF BRIDGEPORT  
SECTION 401(a) MONEY PURCHASE PENSION PLAN

Amended and Restated  
Effective July 1, 2009

**TABLE OF CONTENTS**

**PREAMBLE**..... 1

**ARTICLE I DEFINITIONS** ..... 2

**ARTICLE II ADMINISTRATION OF THE PLAN**..... 5

2.1 Appointment of Plan Administrator..... 5

2.2 Responsibilities of Involved Parties..... 5

2.3 Agents. .... 5

2.4 Procedures..... 6

2.5 Plan Administrator’s Powers and Duties. .... 6

2.6 Liability and Indemnification of the Plan Administrator..... 7

2.7 Standard of Review..... 7

2.8 Resignation or Removal..... 7

2.9 Miscellaneous. .... 8

2.10 Establishment of Funding Policy..... 8

2.11 Claims Procedures. .... 8

**ARTICLE III PARTICIPATION IN PLAN**..... 9

3.1 Conditions of Eligibility. .... 9

3.2 Participation. .... 9

3.3 Termination of Participation..... 9

**ARTICLE IV CONTRIBUTIONS**..... 10

4.1 Employer Contributions..... 10

4.2 Employee Contributions. .... 10

4.3 Limitations upon Contributions. .... 10

4.4 Rollover Contributions..... 11

4.5 Administrative Expenses. .... 11

**ARTICLE V INVESTMENT PROVISIONS**..... 12

5.1 Investment Funds..... 12

5.2 Investment of Contributions. .... 12

5.3 Transfer between Funds..... 12

5.4 Investment of Investment Funds..... 12

5.5 Accounting for Participants’ Shares. .... 12

5.6 Adjustment for Investment Experience. .... 13

5.7 Composition of Accountings..... 13

**ARTICLE VI VESTING**..... 14

6.1 Vesting..... 14

**ARTICLE VII LOANS**..... 15

7.1 Loans to Participants..... 15

|   |    |
|---|----|
| <b>ARTICLE VIII DISTRIBUTION OF BENEFITS</b> .....          | 17 |
| 8.1 Severance from Employment.....                          | 17 |
| 8.2 Waiver of Joint and Survivor Annuity.....               | 18 |
| 8.3 Death Benefits.....                                     | 18 |
| 8.4 Valuation for Distribution.....                         | 19 |
| 8.5 Distribution Requirements.....                          | 19 |
| <br>  |    |
| <b>ARTICLE IX QUALIFIED DOMESTIC RELATIONS ORDERS</b> ..... | 21 |
| 9.1 General Rules.....                                      | 21 |
| 9.2 Definitions.....  | 21 |
| 9.3 Distributions.....                                      | 22 |
| 9.4 Notice.....   | 22 |
| 9.5 Plan Procedures.....                                    | 22 |
| 9.6 Segregation and Payment of Benefits.....                | 23 |
| <br>  |    |
| <b>ARTICLE X TRUST</b> .....                                | 24 |
| 10.1 Trustee.....   | 24 |
| 10.2 Trust for Exclusive Benefit of Employees.....          | 24 |
| <br>  |    |
| <b>ARTICLE XI AMENDMENT, TERMINATION AND MERGER</b> .....   | 25 |
| 11.1 Amendment.....   | 25 |
| 11.2 Termination, Discontinuance of Contributions.....      | 25 |
| 11.3 Merger.....  | 25 |
| <br>  |    |
| <b>ARTICLE XII MISCELLANEOUS</b> .....                      | 26 |
| 12.1 Participants' Rights.....                              | 26 |
| 12.2 Non-Assignability of Benefits.....                     | 26 |
| 12.3 Delegation of Authority by Employer.....               | 26 |
| 12.4 Construction of Plan.....                              | 26 |
| 12.5 Gender and Number.....                                 | 26 |
| 12.6 Incapacity to Receive Distributions.....               | 27 |
| 12.7 Location of Participant or Beneficiary.....            | 27 |

## PREAMBLE

The City of Bridgeport (the "City") wishes to provide a select group of employees with an additional opportunity to accumulate funds for their retirement. To implement this wish, the City adopted The Executive Pension Plan, a money purchase pension plan, effective June 30, 1991.

The Plan is hereby amended and restated effective July 1, 2009 to reflect changes in the Plan's design and to comply with current laws and regulations. The Plan is also renamed effective July 1, 2009 as the City of Bridgeport Section 401(a) Money Purchase Pension Plan ("Plan").

The Plan is intended to be a qualified plan under Section 401(a) of the Internal Revenue Code and a governmental plan as defined in Section 414(d) of the Code.

The provisions of the Plan as set forth in this document shall apply only to an Eligible Employee who terminates employment on or after July 1, 2009. The rights and benefits, if any, of an Employee who terminated employment prior to July 1, 2009 shall be determined in accordance with the provisions of the Plan as in effect on the date his employment terminated.

## ARTICLE I DEFINITIONS

1.1 “Account Balance.” The amounts credited to the Employee Contribution Account, Employer Contribution Account and Rollover Contribution Account established and maintained on behalf of each Participant at any point in time.

1.2 “Authorized Leave of Absence.” Any absence authorized by the Employer under the Employer’s standard personnel practices, provided that all persons under similar circumstances must be treated alike in the granting of such Authorized Leaves of Absence and provided further that the Employee returns within the period of authorized absence. An absence due to service in the armed forces of the United States shall be considered an Authorized Leave of Absence to the extent required under Section 414(u) of the Code.

1.3 “Beneficiary.” One or more persons and/or trusts and/or estates designated in accordance with this Plan to receive benefits upon the death of a Participant.

1.4 “City.” The City of Bridgeport, Connecticut.

1.5 “City Council.” The City of Bridgeport City Council.

1.6 “Code.” The Internal Revenue Code of 1986 as it has been and as it may be amended from time to time and any regulations promulgated thereunder and interpretations thereof as such may affect this Plan.

1.7 “Compensation.” Each Employee’s compensation paid by the Employer during the Plan Year to such Employee while such Employee is a Participant in the Plan, excluding overtime and bonuses, unreduced for any employee deferrals under a Section 403(b) or Section 457(b) plan, any amounts deferred by the Employee under a cafeteria plan meeting the requirements of Section 125 of the Code and any elective amounts that are not includible in income under Section 132(f)(4) of the Code. Compensation shall not include Compensation of any Employee in excess of \$245,000 (increased as permitted under Section 401(a)(17) of the Code to reflect cost-of-living adjustments). For all other purposes of the Plan, Compensation shall have the meaning prescribed by such Section.

1.8 “Determination Date.” The last day of the preceding Plan Year.

1.9 “Effective Date.” June 30, 1991, except that the provisions of this amended and restated Plan shall be effective on July 1, 2009, except as otherwise provided herein.

1.10 “Eligible Employee.” An Employee who is designated by the City Council as eligible to participate in this Plan and is listed on Appendix A.

1.11 “Employee.” A person who is receiving remuneration for personal services rendered to the Employer as a common-law employee, or who would be receiving such remuneration except for an Authorized Leave of Absence.

- 1.12 “Employer.” The City, and any successor thereto which adopts this Plan in writing.
- 1.13 “Employee Contribution Account.” The account established in accordance with Section 4.2 for each Participant to record the Participant’s Employee Contributions and Fund appreciation attributable thereto.
- 1.14 “Employee Contributions.” The contributions made by the Employee in accordance with Section 4.2.
- 1.15 “Employer Contribution Account.” The account established in accordance with Section 4.1 for each Participant to record the Participant’s share of Employer Contributions and Fund appreciation attributable thereto.
- 1.16 “Employer Contributions.” The contributions made by the Employer in accordance with Section 4.1.
- 1.17 “Entry Date.” The first day of January and July of each Plan Year.
- 1.18 “Fund.” The corpus and all earnings, appreciation and additions held by the Trustee under this Plan for the exclusive benefit of Participants and their Beneficiaries.
- 1.19 “Investment Funds.” The investment funds provided for in Section 5.1.
- 1.20 “Normal Retirement Date.” The first day of the month coinciding with or next following the date on which a Participant reaches age sixty-five (65).
- 1.21 “Participant.” An Employee who has met the conditions of eligibility and participation prescribed in Article III and for whose benefit, or for whose Beneficiary, the Trustee holds or will hold assets until such Employee’s Account Balance has been fully distributed.
- 1.22 “Plan.” The City of Bridgeport Section 401(a) Money Purchase Pension Plan, as from time to time amended.
- 1.23 “Plan Administrator.” The person or persons appointed to manage and administer the Plan as provided in Article II.
- 1.24 “Plan Year.” The twelve (12) month period commencing each July 1 and ending each June 30.
- 1.25 “Rollover Contribution Account.” The account established in accordance with Section 4.4 for each Participant to record the Participant’s Rollover Contributions, if any, and Fund appreciation attributable thereto.
- 1.26 “Rollover Contributions.” The contributions made by a Participant in accordance with Section 4.4.

1.27 “Severance from Employment.” The date of an Employee’s death, retirement, resignation or discharge, or any absence that causes such Employee to cease to be an Employee of the Employer.

1.28 “Totally and Permanently Disabled.” The designation of the Employee as eligible for Social Security disability benefits as determined by the Social Security Administration.

1.29 “Trust.” The trust created by the Employer and the Trustee by a trust agreement to hold and invest the assets contributed under the terms of this Plan.

1.30 “Trust Agreement.” The trust agreement entered into between the Employer and Trustee to hold and invest the assets contributed under the terms of this Plan and the Trust.

1.31 “Trustee.” Such other individual or corporate fiduciary or fiduciaries as may be duly appointed by the City Council to hold the assets of the Fund pursuant to the terms of this Plan and the Trust.

1.32 “Valuation Date.” The last day of each calendar quarter and/or such other dates as the Plan Administrator shall determine to value the Fund.

**ARTICLE II**  
**ADMINISTRATION OF THE PLAN**

2.1 Appointment of Plan Administrator.

The City shall be the Plan Administrator within the meaning of Section 414(g) of the Code. The City may delegate the administration of the Plan to a Plan Administrator who shall be appointed by and serve at the pleasure of the City. All usual and reasonable expenses of the Plan Administrator may be paid in whole or in part by the City, and any expenses not so paid shall be paid by the Trustee out of the assets of the Trust. A Plan Administrator who receives full-time pay from the Employer shall not receive compensation with respect to his services.

2.2 Responsibilities of Involved Parties.

The City, Plan Administrator, Employer, and Trustee shall have only such responsibilities as are specifically allocated to them in this Plan and the Trust Agreement.

(a) Trustee. The Trustee shall have exclusive responsibility for the control and management of the assets of the Fund, as provided in the Trust Agreement.

(b) Plan Administrator. The Plan Administrator shall have responsibility and authority to control the operation and administration of the Plan in accordance with the terms of the Plan and Trust Agreement. If more than one person is serving as the Plan Administrator, any act which this Plan authorizes or requires the Plan Administrator to do may be done by a majority of such persons, and the action of such majority expressed from time to time by a vote at a meeting, or in writing without a meeting, shall constitute the action of the Plan Administrator.

(c) The City, as Plan Sponsor. The City shall be responsible for all functions assigned or reserved to it under the Plan and Trust Agreement, including the right to remove or replace the Trustee and the Plan Administrator. Any authority assigned or reserved to the City under the Plan and Trust Agreement, other than responsibilities assigned to the Plan Administrator, shall be exercised by the resolution of the City Council, and shall become effective, with respect to the Trustee, upon written notice to the Trustee signed by an authorized individual advising the Trustee of such exercise.

(d) Employer. The Employer shall have the sole responsibility for making the contributions necessary to provide benefits under the Plan and providing such information to the Plan Administrator as shall be necessary to administer the Plan.

2.3 Agents.

The Plan Administrator may employ such agents to perform clerical and other services, and such counsel, accountants and actuaries as it may deem necessary or desirable for administration of the Plan. The Plan Administrator may rely upon the written opinions or certificates of any agent, counsel, actuary or physician.

## 2.4 Procedures.

The Plan Administrator shall adopt such bylaws as it deems desirable and shall keep all such books of account, records and other data as may be necessary for proper administration of the Plan. The Plan Administrator shall keep a record of all actions and forward all necessary communications to the Trustee and the City, as applicable. The Plan Administrator shall keep records containing all relevant data pertaining to any person affected hereby and such person's rights under the Plan.

## 2.5 Plan Administrator's Powers and Duties.

The Plan Administrator shall have such powers and duties as may be necessary to discharge its function hereunder, including, but not by way of limitation, the following:

- (a) To construe and interpret the Plan, to decide all questions which may arise relative to the rights of Employees, past and present, and their Beneficiaries, under the terms of the Plan;
- (b) To obtain from the Employer and from Employees such information as shall be necessary for the proper administration of the Plan, and, when appropriate, to furnish such information promptly to the Trustee or other persons entitled thereto;
- (c) To prepare and distribute, in such manner as the Plan Administrator determines to be appropriate, information explaining the Plan;
- (d) To furnish the City, upon request, such reports with respect to the administration of the Plan as are reasonable and appropriate;
- (e) To obtain and review reports of the Trustee pertaining to the receipts, disbursements and financial condition of the Trust;
- (f) To establish and maintain such accounts in the name of the Employer and of each Participant as are necessary;
- (g) To delegate in writing all or any part of its responsibilities under the Plan to the Trustee and in the same manner revoke any such delegation of responsibility. Any action of the Trustee in the exercise of such delegated responsibilities shall have the same force and effect for all purposes as if such action had been taken by the Plan Administrator. The Trustee shall have the right, in its sole discretion, by written instrument delivered to the Plan Administrator, to reject and to refuse to exercise any such delegated authority; and
- (h) To the extent that Participants do not direct the investment of their accounts, to advise the Trustee, in writing, with respect to investment and reinvestment of the Participants' and Employers' contributions under the Plan; if instructions are not forthcoming, however, the Trustee shall have full power to invest and reinvest any funds under his control. The Trustee's rights and duties relative to investments which are contained in the Trust Agreement shall inure

to the benefit of, and are binding upon, the Plan Administrator when he renders investment advice.

## 2.6 Liability and Indemnification of the Plan Administrator.

In connection with any action or determination, the Plan Administrator shall be entitled to rely upon information furnished by the Employer. To the extent permitted by law, the City shall indemnify the Plan Administrator against any liability or loss sustained by reason of any act or failure to act in its administrative capacity, if such act or failure to act does not involve willful misconduct. Such indemnification of the Plan Administrator shall include attorney's fees and other costs and expenses reasonably incurred in defense of any action brought against the Plan Administrator by reason of any such act or failure to act. No bond or other security shall be required of any Plan Administrator unless he handles funds or other property of the Plan. A Plan Administrator shall not be liable or responsible for the acts of commission or omission of another fiduciary unless:

(a) he knowingly participates or knowingly attempts to conceal the act or omission of another fiduciary and he knows that the act or omission is a breach of fiduciary responsibility by the other fiduciary; or

(b) he has knowledge of a breach by the other fiduciary and shall not make reasonable efforts to remedy the breach; or

(c) the Plan Administrator's breach of his own fiduciary responsibility permits the other fiduciary to commit a breach.

## 2.7 Standard of Review.

The Plan Administrator and Trustee shall have sole discretion to make decisions regarding a Participant's or Beneficiary's benefits and such decision shall be conclusive and binding on all parties. The Plan Administrator, in his discretion, shall have the authority to interpret all provisions of this Plan, and to make all decisions regarding administration of the Plan and eligibility for benefits under the Plan, and such interpretation shall be conclusive and binding on all parties. All decisions of the Plan Administrator with respect to this Plan shall be respected unless arbitrary and capricious.

## 2.8 Resignation or Removal.

The Plan Administrator may resign by giving written notice to the City not less than fifteen (15) days before the effective date of his resignation. The Plan Administrator may be removed, without cause, by the City, who shall fill the vacancy as soon as reasonably possible after a vacancy occurs. Until a new appointment is made, the City shall act as the Plan Administrator.

2.9 Miscellaneous.

(a) All actions or determinations of the Plan Administrator or the City hereunder shall be made or result from uniform standards applied in a nondiscriminatory manner with respect to all Employees, Participants and/or Beneficiaries.

(b) Any person affected hereby may consult with the Plan Administrator on any matters relating to his interest in the Plan.

(c) The Plan Administrator shall not vote or decide upon any matters relating solely to himself or to any of his rights or benefits under this Plan.

2.10 Establishment of Funding Policy.

On a regular basis the Plan Administrator shall determine the Plan's short-run and long-run financial needs and communicate such needs to the Trustee. In determining financial needs the Plan Administrator shall consider, among other factors, the Plan's immediate requirements to pay benefits and the Plan's needs for investment growth.

2.11 Claims Procedures.

The Plan Administrator shall establish claims procedures in accordance with applicable law and shall afford a reasonable opportunity to any person whose claim for benefits has been denied for a full and fair review of the decision denying such claim.

**ARTICLE III  
PARTICIPATION IN PLAN**

**3.1 Conditions of Eligibility.**

(a) Each Eligible Employee shall be eligible to become a Participant in the Plan on the Entry Date following his completion of such requirements, or on any subsequent Entry Date.

(b) In the event that an Employee who was not previously eligible becomes an Eligible Employee, such Employee shall be eligible to become a Participant in the Plan upon becoming an Eligible Employee.

**3.2 Participation.**

(a) Participation in the Plan shall be automatic upon an Eligible Employee's becoming eligible to participate. Each Employee who becomes a Participant shall be deemed to have agreed to the terms and conditions of the Plan. Upon becoming a Participant, an Employee shall file with the Plan Administrator a signed application in which such Employee shall designate a Beneficiary in accordance with Section 8.3(b) and make the election of Investment Funds specified in Section 5.2.

(b) Each Eligible Employee shall be offered the opportunity to make a one-time, irrevocable election to make Employee Contributions to the Plan. If an Eligible Employee elects to make Employee Contributions, the Eligible Employee shall be required to file with the Plan Administrator a signed election form setting forth the percentage of Compensation to be contributed to the Plan as Employee Contributions each pay period. Such Employee Contributions shall be withheld from pay each pay period for the duration of the Eligible Employee's employment, except that: (i) no Employee Contributions will be withheld from pay during the Eligible Employee's unpaid Authorized Leave of Absence, and (ii) no further Employee Contributions will be required if the Employee has a change in job title or terms of employment that renders such Employee ineligible for further Employer Contributions under this Plan.

**3.3 Termination of Participation**

Participation in the Plan will terminate when a Participant or his Beneficiaries have received all benefits due to them under the Plan.

## ARTICLE IV CONTRIBUTIONS

### 4.1 Employer Contributions.

(a) Subject to the requirements of paragraphs (b) and (c) below, each Participant shall be eligible to receive an Employer Contribution each Plan Year equal to the percentage of set forth in Appendix A multiplied by his Compensation for such Plan Year. Such percentage set forth in Appendix A shall be fixed for the duration of the Participant's employment unless the Plan is amended to provide for a new percentage.

(b) Employer Contributions shall be allocated as of the last day of the Plan Year to a Participant's Employer Contribution Account only if such Participant completed one thousand (1,000) or more Hours of Service during such Plan Year and is employed on the last day of such Plan Year, or if such Participant terminated employment during such year on account of death, retirement on or after his Normal Retirement Date, or Total and Permanent Disability.

(c) With respect to the Plan Year during which a Participant retires, has a Total and Permanent Disability or dies while in active employment, a pro rata portion of the Employer Contributions for such Plan Year shall be allocated to the Participant's Employer Contribution Account, but such allocation shall be based only upon the amount of Compensation paid or accrued to him during such Plan Year up to the date of his retirement, disability or death.

### 4.2 Employee Contributions.

If a Participant has elected to make Employee Contributions as described in Section 3.2(b), such Employee Contributions shall be withheld each pay period in amount equal to the percentage of such Participant's Compensation designated on the Participant's election form and listed on Appendix A.

### 4.3 Limitations upon Contributions.

(a) The foregoing provisions of this Section notwithstanding, in order to comply with Section 415 of the Code, the annual additions to a Participant's accounts for any Plan Year shall not exceed \$49,000 (as adjusted for cost of living adjustments under Section 415(d) of the Code) or one hundred percent (100%) of such Participant's Compensation within the meaning of Section 415(c)(3) of the Code, for the limitation year.

(b) (i) For purposes of this Section 4.2, the term "annual additions" means the sum of:

(A) the Employer's contributions under this Plan or any other defined contribution plan maintained by the Employer, including irrevocable Employee Contributions;

- (B) forfeitures, if any; and
- (C) the Participant's voluntary contributions under any other plan maintained by the Employer.

(ii) For purposes of this Section, Compensation means compensation as defined in Section 415(c)(3) of the Code, including any elective deferrals under Section 402(g)(3) of the Code, and any amount which is contributed by the Employer at the election of the Employee under Section 125 or Section 132(f)(4) of the Code. Compensation shall also include payments made by the later of two and a half months after Severance from Employment or the end of the limitation year that includes the date of Severance from Employment, provided that absent a Severance from Employment, such payments would have been paid to the employee while the employee continued in employment with the employer and are regular compensation for services during the employee's regular working hours, compensation for services outside of the employee's regular working hours (such as overtime or shift differential), commissions, bonuses or other similar compensation.

(c) If the limitation on annual additions to a Participant's accounts is exceeded, such excess annual additions shall be corrected as permitted under applicable law, statute, regulation or procedure.

#### 4.4 Rollover Contributions.

Under such rules and procedures as the Plan Administrator may establish, any Eligible Employee may make the following Rollover Contributions to the Plan that: (a)(i) represents his interest in a plan meeting the requirements of Section 401(a) of the Code, (ii) represents his interest in an annuity contract described in Section 403(b) of the Code, (iii) represents his interest in an eligible plan under Section 457(b) of the Code maintained by a state, political subdivision of a state, or any agency or instrumentality of a state or political subdivision of a state, which is separately accounted for, (iv) is a distribution from an individual retirement account or annuity described in Sections 408(a) or 408(b) of the Code that is eligible to be rolled over and would otherwise be included in gross income, or (v) is a distribution received under a Qualified Domestic Relations Order; and (b) qualifies under Section 402(c)(4) or Section 408(d)(3)(A)(ii) of the Code. Any amount described above that is received by an Employee as the surviving spouse of a deceased Plan Participant is an eligible Rollover Contribution.

Such contribution shall not be subject to the limitations set forth in Section 4.3 hereof.

#### 4.5 Administrative Expenses.

To the extent that any administrative expenses of the Plan are not paid by the Employer, such expenses shall be paid from the Trust and shall be treated as an expense of the Trust. No amount contributed by the Employer in payment of administrative expenses shall be allocated to Participants.

**ARTICLE V**  
**INVESTMENT PROVISIONS**

5.1 Investment Funds.

A minimum of three (3) Investment Funds shall be established. The Plan Administrator, in his sole discretion, may establish additional Investment Funds.

5.2 Investment of Contributions.

Each Employer Contribution, Employee Contribution and Rollover Contribution shall be invested in such of the Investment Funds as the Participant shall elect in accordance with Section 3.2, and shall remain so invested except to the extent a transfer pursuant to Section 5.3 has been effected. Such election shall specify, by one percent (1%) increments, the whole percentage of such contributions to be invested in each such Investment Fund. Any change in such election, which must be filed with such advance notice as may be required by the Plan Administrator, shall become effective only with respect to subsequent contributions. If a Participant fails to elect the Investment Funds into which contributions shall be invested, the Plan Administrator shall direct that such contributions shall be invested in the fund designed by the Plan Administrator as the default Investment Fund.

5.3 Transfer between Funds.

A Participant may elect to transfer all or a portion of the amounts in his Employer Contribution Account, Employee Contribution Account and Rollover Contribution Account as of the time of reference, invested in any one or more Investment Funds to any one or more other Investment Funds. Such election shall be made by the Participant's written designation, by one percent (1%) increments, of the percentage of the amount credited to the Participant to be invested in each Investment Fund. Such election, which must be filed with such advance notice as may be required by the Plan Administrator as of the day indicated by the Plan Administrator.

The Plan Administrator may permit Participants to elect to automatically rebalance their investment allocation between Investment Funds.

5.4 Investment of Investment Funds.

Each Investment Fund shall at all times consist of such sums of money or other property as shall be allocated or transferred to it for investment, all investments made by it and proceeds received on the disposition of such investments, and all of its earnings and profits, less the payments or transfers which at the time of reference shall have been made from each such Investment Fund as provided in the Plan.

5.5 Accounting for Participants' Shares.

The Plan Administrator shall maintain for each Participant an individual accounting showing his share in each Investment Fund in which his contributions have been invested.

5.6 Adjustment for Investment Experience.

(a) As of each Valuation Date, the Plan Administrator shall adjust the Account Balances of each Participant to reflect the Participant's proportionate share of investment experience, including gains and losses (both realized and unrealized) of each Investment Fund since the preceding Valuation Date.

(b) For purposes of paragraph (a), each Participant's proportionate share of investment experience as of the Valuation Date shall be based on gains and losses determined with respect to the Participant's interest in the Investment Fund as of the preceding Valuation Date, decreased by any distributions made there from.

5.7 Composition of Accountings.

With respect to each accounting of a Participant's share in the Fund, the Plan Administrator shall segregate the portion of the amounts attributable to Employer Contributions, Employee Contributions and Rollover Contributions and shall allocate to each segregated account any earnings attributable thereto.

**ARTICLE VI  
VESTING**

6.1 Vesting.

Each Participant shall be one hundred percent (100%) vested in amounts in his Employer Contribution Account, Employee Contribution Account and Rollover Account at all times.

## ARTICLE VII LOANS

### 7.1 Loans to Participants.

(a) Any qualifying Participant may apply to the Plan Administrator for a loan of a portion of his Account Balance subject to the terms and conditions of this Section 7.1. Amounts loaned shall be paid from a Participant's accounts as follows: first, from the Rollover Contribution Account; next, from the Participant's Employee Contribution Account; and last, from the Participant's Employer Contribution Account.

(b) Upon written application by a Participant for a loan under the terms of this Section, the Plan Administrator may, in his discretion, and in accordance with uniform and nondiscriminatory rules, make a loan to such Participant. The written application shall be a legally enforceable agreement and shall contain such information as the Plan Administrator shall deem necessary to make a determination as to whether the loan should be granted. The Plan Administrator will consider the factors normally considered in a commercial setting when determining whether or not to approve the loan.

(c) The amount of any loan to a Participant approved under this Section or under any other plan maintained by the Employer at any time shall not exceed the lesser of:

- (i) \$50,000, reduced by the excess of the highest outstanding balance of loans from the Plan during the one year period ending on the date any loan is made over the outstanding balance of loans from the Plan on such date, or
- (ii) 50% of the Participant's vested interest in his accounts.

No loan shall be made to a Participant in an amount less than \$1,000.

(d) The term of a loan made to a Participant under this Section shall require that the loan be repaid within five (5) years from the date the loan was made.

(e) Any loan shall be considered an investment of the borrowing Participant's interest in the Plan only and shall not be considered an investment of that portion of the Fund held for the benefit of other Participants. The loan shall be on such terms and conditions as the Plan Administrator shall determine, shall be evidenced by a promissory note, and shall bear a reasonable rate of interest, as determined by the Plan Administrator in his discretion. In determining a reasonable rate of interest, the Plan Administrator will consider the rates charged by persons in the business of lending money for loans made under similar circumstances. Notwithstanding the foregoing, if a Participant who has an outstanding loan commences military service, the Participant may elect to have a maximum interest rate of six percent (6%) apply to his loan during the period of military service. In order for the six percent (6%) cap to apply, the Participant must notify the Plan Administrator of his election to implement the cap, together with a copy of his military orders before one hundred eighty days (180) days have lapsed since the end of military service. If such notice is provided, the interest rate relief is retroactive to the

beginning of military service. The amount of the Participant's payment of principal and interest on the loan shall be credited to the Participant's accounts as Employer Contributions, Employee Contributions and Rollover Contributions in the proportion in which the loan proceeds were paid from such Participant's accounts.

(f) A Participant's repayment of a loan made pursuant to this Section shall be by payroll deduction; provided that the Plan Administrator in his discretion may consent, at a Participant's request, to any other reasonable method of repayment of a loan; provided, that such method requires substantially level amortization of principal and interest payments at least quarterly. No loans shall be made to a Participant that provide for a repayment period extending beyond such Participant's Normal Retirement Date. A Participant may prepay the entire amount due under a loan at any time without penalty.

(g) The provisions of Section 12.2 notwithstanding, by accepting a loan as provided in this Section, the Participant automatically assigns as security for the loan all right, title and interest in and to such Participant's accounts. All loans shall be repaid according to the terms and conditions determined by the Plan Administrator on a uniform and nondiscriminatory basis. If the Participant should not repay all or a portion of the loan within the time specified in the promissory note, the Plan Administrator shall consider such event as constituting default on the loan. In the event of default, in addition to other remedies provided by the promissory note and any applicable law, the Plan Administrator may reduce the amounts credited to the Participant's accounts which were invested in the loan to such Participant by the amount owed on the loan principal and any accumulated and unpaid interest thereon, and the Participant's note shall thereupon be cancelled. The Plan Administrator may permit a Participant the "grace period" allowed under the Code to cure the default in order to avoid a deemed distribution.

If a Participant is on an Authorized Leave of Absence and is receiving Compensation that is less than the amount due as payments on the Participant's outstanding loan, the Plan Administrator may permit the Participant to suspend such payments for a period not to exceed twelve (12) months; provided that the repayment period does not extend beyond the original maximum period permitted under paragraph (c), and at the end of the Participant's Authorized Leave of Absence the loan is reamortized based upon the remaining period. Loan repayments may be suspended as permitted under Section 414(u)(4) of the Code for those Participants in qualified military service.

In the event of the Participant's retirement, termination of employment, disability or death before the full amount of any loan to him has been fully repaid, the Plan Administrator may, but need not, reduce the amounts credited to the Participant's Account Balance which were invested in the loan to such Participant by the amount owed on the loan principal and any accumulated and unpaid interest thereon, and the Participant's note shall thereupon be cancelled.

(h) A Participant shall not have more than one loan outstanding at any time.

**ARTICLE VIII  
DISTRIBUTION OF BENEFITS**

8.1 Severance from Employment.

(a) General. Any Participant who has a Severance from Employment for any reason shall be entitled to receive his Account Balance. Distribution to such a Participant of contributions (and any earnings attributable thereto) made to his account shall be made in the following form:

(i) An unmarried Participant shall receive his benefit in a single life annuity paid over the lifetime of the Participant.

(ii) A Participant who is married on the date he receives a distribution shall receive his benefit in the form of a 50% Joint and Survivor Annuity.

(b) Optional Forms of Benefit. In addition to the forms of benefit described in paragraph (a), a Participant may choose an optional form of benefit under this paragraph (b).

(i) An unmarried Participant shall be eligible to receive his benefit in a single lump sum payment in lieu of the normal form described in paragraph (a).

(ii) A married Participant shall be eligible to receive his benefit in a single lump sum payment or payable for his life as a single life annuity in lieu of the normal form described in paragraph (a). A married Participant's election to receive an optional form of benefit shall only be effective if the Participant and his spouse waive the joint and survivor annuity as provided in this Section.

(c) Joint and Survivor Annuity. If no election as to any specific form of retirement benefit is made on a Participant's annuity starting date, or if such election is not effective as of such date, and if the Participant was married on such date, such Participant shall be deemed to have elected the joint and survivor annuity form of retirement benefit with his spouse as the Beneficiary. The joint and survivor annuity option shall be a life annuity for the life of the Participant with a survivor annuity for the life of his spouse in an amount equal to fifty percent (50%) of the amount of the annuity payable during the joint lives of the Participant and his spouse. This automatic application or an election not to take this automatic application shall be subject to revocation or change according to the election procedures described in this Section.

(d) Contributions Made before July 1, 2009. Distribution of contributions (and any earnings attributable thereto) made to his account prior to July 1, 2009 may be made in any of the forms of distribution permitted under the terms of the Plan in effect on the earlier of the date of the Participant's Severance from Employment or June 30, 2009.

(e) Cash-out Provisions. If the total vested portion of a Participant's Account Balance, as of the applicable Valuation Date, does not exceed \$1,000, the Plan Administrator shall direct the Trustee to distribute the vested portion of the Participant's accounts to which he

is entitled to the Participant as soon as practicable after his Severance from Employment occurs. If the total vested portion of a Participant's Account Balance exceeds \$1,000, distribution to a Participant who has a Severance from Employment for any reason except death may commence prior to the time the Participant attains age sixty-two (62) only with the Participant's consent. Benefits that are not so paid to a Participant shall be held by the Trustee and distributed as soon as practicable following such Participant's attainment of age sixty-two (62).

(f) Commencement of Benefits. Payment of the amounts to which a Participant is entitled shall generally commence as soon as practicable after the Participant's Severance from Employment but no later than sixty (60) days after the last day of the Plan Year in which a Severance from Employment occurs. Notwithstanding any other provision of the Plan to the contrary, payment of a Participant's Account Balance shall not commence later than the first day of April of the calendar year following the calendar year in which the Participant attains age 70 ½ or the Plan Year in which the Participant has a Severance from Employment, if later.

Payment of the amounts to which an Alternate Payee is entitled shall commence as soon as practicable after the Plan Administrator determines a Domestic Relations Order to be qualified.

In the event that a minimum distribution must be made to a Participant under the Plan, the amount of the distribution shall be based on the Participant's Account Balance divided by the Distribution Period provided on the attached Table A.

Notwithstanding anything in the Plan to the contrary, all distributions required under this Section shall be determined and made in accordance with the regulations under Section 401(a)(9) of the Code. Distributions will be made in accordance with Sections 1.401(a)(9)-2 through 1.401(a)(9)-9 of the Treasury Regulations.

## 8.2 Waiver of Joint and Survivor Annuity.

A Participant may elect to waive the annuity provided in Section 8.1 and elect an alternate form of retirement benefit within the ninety (90) day period prior to his annuity starting date.

## 8.3 Death Benefits.

(a) If a Participant dies before distribution of his Account Balance has been distributed his Account Balance shall be distributed to the Participant's Beneficiary in a single lump sum as soon as practicable after the Participant's death or at such later date as the Participant's Beneficiary may elect.

(b) Any death benefit shall be paid to any person or persons that the Participant has designated, in the manner prescribed by the Plan Administrator, as primary or contingent Beneficiaries. Any designation which does not name the Participant's spouse as the Participant's Beneficiary shall only be given effect if:

(i) the spouse of the Participant consents in writing to such election, the spouse's consent acknowledges the effect of such election and such consent is witnessed by a Plan representative or a notary public; or

(ii) the Participant has no spouse or it is established to the satisfaction of the Plan Administrator and in accordance with the Code that the spouse cannot be located. If the Participant is not survived by a designated Beneficiary with respect to all or a part of his Account Balance, or if the designation does not meet the requirements of this Section, the Participant's Beneficiary with respect to such Account Balance or part thereof shall be the Participant's spouse, if then living, or if not, the Participant's estate.

(c) A Participant's affirmative designation of his spouse as his Beneficiary shall be automatically revoked effective as of the date on which a final divorce decree or judgment is entered by a court dissolving the marriage of the Participant and such spouse.

#### 8.4 Valuation for Distribution.

The amounts due any Participant or Beneficiary under this Article VIII shall be determined by the Plan Administrator on the basis of the Account Balance as of the most recent Valuation Date preceding the date of distribution.

#### 8.5 Distribution Requirements.

(a) The Plan Administrator shall furnish each Participant, no less than thirty (30) days and no more than ninety (90) days prior to the date such Participant will receive a distribution with a written explanation of his right to elect a Direct Rollover and the withholding consequences of not making such election. A Participant may waive the thirty (30) day time period set forth above.

(b) Unless a Participant elects a Direct Rollover, as defined in Section 8.5(c), twenty percent (20%) of the amount of any lump sum distribution shall be subject to Internal Revenue Service Income Tax Withholding. If a Participant's Account Balance does not exceed \$200 (or such other amount as prescribed by the Internal Revenue Service), the foregoing withholding requirement shall not apply.

(c) A "Direct Rollover" is an eligible rollover distribution, that is paid directly to (a) an individual retirement account described in Section 408(a) of the Code; (b) an individual retirement annuity described in Section 408(b) of the Code; (c) an annuity plan described in Section 403(b) of the Code; (d) an eligible plan under Section 457(b) of the Code maintained by a state, political subdivision of a state, or any agency or instrumentality of a state or political subdivision of a state; or (e) a qualified plan described Sections 401(a) and 403(a) of the Code that accepts the eligible rollover distribution. A Participant may elect to have a portion of an eligible rollover distribution distributed to him and a portion distributed as a Direct Rollover. A Direct Rollover of a Participant's account or a portion thereof may only be made to a single recipient plan. A Participant may not elect a Direct Rollover of a distribution that does not exceed \$200 (\$500 if the Participant is electing a Direct Rollover of only a portion of his

account). A Participant electing a Direct Rollover shall be required to furnish the Plan Administrator with adequate information with respect to the recipient plan, including, but not limited to, the name of the recipient plan and a representation that the recipient plan is an eligible individual retirement plan or qualified defined contribution plan and that it will accept the Participant's Direct Rollover.

If a Participant fails to elect a Direct Rollover or provide the Plan Administrator with adequate information in order to make a Direct Rollover prior to the date distribution is to be made to such Participant, such Participant shall be deemed not to have elected a Direct Rollover.

(d) The foregoing requirements of this Section shall apply to distributions made to the spouse of a Participant as a result of the death of the Participant or pursuant to a Qualified Domestic Relations Order, as defined in Section 414(p) of the Code.

**ARTICLE IX**  
**QUALIFIED DOMESTIC RELATIONS ORDERS**

9.1 General Rules.

Notwithstanding anything contained in this Plan to the contrary, in the case of any Qualified Domestic Relations Order whereby a distribution will be made, a distribution may be made in accordance with this Section.

9.2 Definitions.

The following definitions will be used within this Section.

(a) "Qualified Domestic Relations Order" shall mean a Domestic Relations Order (as defined in (b) below) which:

(i) creates or recognizes the existence of an Alternate Payee's right to, or assigns to an Alternate Payee the right to, receive all or a portion of the benefits payable with respect to a Participant under this Plan;

(ii) clearly specifies:

(A) the name and last known mailing address of the Participant and the name and mailing address of each Alternate Payee covered by such order;

(B) the amount or percentage of the Participant's Account Balances to be paid by the Plan to each such Alternate Payee, or the manner in which such amount or percentage is to be determined;

(C) the number of payments or period to which such order applies; and

(D) each Plan to which such order applies; and

(iii) does not require:

(A) the Plan to provide any type or form of benefit, or any option, not otherwise provided under the Plan except that the order may require payment to be made prior to the time a Participant has separated from service;

(B) the payment of benefits to an Alternate Payee which are required to be paid to another Alternate Payee under another order previously determined to be a Qualified Domestic Relations Order;

(C) the Plan to provide increased benefits.

(b) “Domestic Relations Order” shall mean any judgment, decree, or order (including approval of a property settlement agreement) which:

(i) relates to the provisions of child support, alimony payments, or marital property rights to a spouse, child, or other dependent of a Participant; and

(ii) is made pursuant to a state domestic relations law, including a community property law.

(c) “Alternate Payee” shall mean any spouse, former spouse, child or other dependent of a Participant who is recognized by a Domestic Relations Order as having a right to receive all or a portion of the benefits payable under the Plan with respect to such Participant.

### 9.3 Distributions.

Distributions pursuant to a Qualified Domestic Relations Order shall only be made in the manner, form and time as the distribution rules set forth in Article VIII of this Plan except that payment may commence prior to the time a Participant has separated from service.

### 9.4 Notice.

Upon receipt of a Domestic Relations Order, the Plan Administrator shall promptly notify the Participant and any Alternate Payee of the receipt of such order and the procedures for determining the qualified status of such order. After making a determination as to the qualified status of such order, the Plan Administrator shall notify the Participant and each Alternate Payee of such determination.

### 9.5 Plan Procedures.

Upon receipt of a Domestic Relations Order, the Plan Administrator shall give due consideration and review to the order and shall determine whether or not the order is qualified within nine (9) months of receipt of such order unless special circumstances require an extension of time to determine the qualified status of such order. If such an extension of time is required, written notice of the extension shall be furnished to the Participant and each Alternate Payee prior to the expiration of such initial nine (9) month period. The extension notice shall indicate the special circumstances requiring an extension of time and the date by which the Plan Administrator expects to render a final decision which date may not exceed an additional nine (9) months after the initial period expires unless the qualified status of such order is being determined by a court of competent jurisdiction. If a court of competent jurisdiction is determining the status of an order, in no event shall a final decision be rendered prior to the time the status of such order is determined to be non-qualified by the Plan Administrator. The Plan Administrator shall furnish the claimant with a written notice setting forth (in a manner calculated to be understood by the claimant) the specific reason or reasons for the determination of the non-qualified status of the order.

## 9.6 Segregation and Payment of Benefits.

During any period in which the issue of whether a Domestic Relations Order is qualified is being determined by the Plan Administrator, by a court of competent jurisdiction, or otherwise, the Plan Administrator shall order the Trustee to determine the amount which would have been payable to the Alternate Payee during such period if the order had been determined to be a Qualified Domestic Relations Order. If within eighteen (18) months after receipt of the order, or modification thereof, it is determined to be a Qualified Domestic Relations Order, the Plan Administrator shall order the Trustee to pay the amounts plus increments thereto to the person or persons entitled thereto. If within eighteen (18) months after receipt it is determined that the order is not a Qualified Domestic Relations Order, or the issue as to whether such order is a Qualified Domestic Relations Order is not resolved, then the Plan Administrator shall order the Trustee to pay the amounts plus increments thereto to the person or persons who would have been entitled to such amounts if there had been no order. If the determination of the qualified status of a Domestic Relations Order is made after eighteen (18) months after receipt, the order shall only apply to benefits distributed after the date of such determination.

**ARTICLE X  
TRUST**

10.1 Trustee.

All contributions to the Plan by either the Participants or the Employer shall be paid to the Trustee who shall be designated by the City, with such powers as to investment, reinvestment, control and disbursement of the Fund as may be provided in the Trust Agreement. The Plan Administrator shall determine the manner in which the Fund shall be disbursed, in accordance with the Plan and the provisions of the Trust Agreement.

10.2 Trust for Exclusive Benefit of Employees

All assets of the Plan shall be held in the Trust created for the exclusive benefit of the Employees, former Employees and their Beneficiaries. In the case of a contribution that is made to the Plan under a mistake of fact, this Section shall not prohibit the return to the Employer at the written direction of the Plan Administrator of such contribution within one year after the payment of the contribution.

**ARTICLE XI**  
**AMENDMENT, TERMINATION AND MERGER**

11.1 Amendment.

The City shall have the right at any time, and from time to time, by resolution of the City Council to amend, in whole or in part, any or all of the provisions of this Plan. However, no such amendment shall authorize or permit any part of the Fund to be used for or diverted to purposes other than for the exclusive benefit of the Participants or their Beneficiaries; no such amendment shall cause any reduction in the value of funds theretofore credited to any Participant, or cause or permit any portion of the Fund to revert to or become the property of the Employer; and no such amendment which affects the rights, duties or responsibilities of the Trustee may be made without the Trustee's written consent. Any such amendment which affects the rights, duties or responsibilities of the Trustee shall only become effective upon delivery of a written instrument, executed by the City, to the Trustee and the endorsement of the Trustee of his written consent thereto, if such consent is required.

11.2 Termination, Discontinuance of Contributions.

Although the City intends this Plan to continue indefinitely, it reserves the right at any time by resolution of the City Council to discontinue its contributions hereunder and to terminate this Plan hereby created. Upon termination of or permanent discontinuance of contributions under the Plan, the City shall deliver to the Trustee written notice of such discontinuance or termination.

Upon complete or partial termination of the Plan, irrespective of whether written notice thereof was given to the Trustee, all affected Participants' accounts shall continue to be fully vested. Upon termination of the Plan, the City shall direct the Trustee to distribute all assets remaining in the Trust, after payment of any expenses properly chargeable against the Trust, to the Participants in accordance with the value of their accounts as of the date of such termination. Alternatively, upon termination of or permanent discontinuance of contributions under the Plan, the City may direct the Trustee to hold the vested funds of all Participants and to distribute such funds from the Trust, under the modes of distribution provided in Article VIII, upon Severance from Employment, retirement, death or disability of such Participants.

11.3 Merger.

This Plan shall not be merged or consolidated with, nor shall any assets or liabilities be transferred to, any other plan, unless the benefits payable to each Participant if the Plan were terminated immediately after such action would be equal to or greater than the benefits to which such Participant would have been entitled if this Plan had been terminated immediately before such action.

## ARTICLE XII MISCELLANEOUS

### 12.1 Participants' Rights.

Neither the establishment of the Plan hereby created, nor any modification thereof, nor the creation of any fund or account, nor the payment of any benefits, shall be construed as giving to any Participant or other person any legal or equitable right against the Employer, or any officer or Employee thereof, or the Trustee, except as herein provided. Under no circumstances shall the terms of employment of any Participant be modified or in any way affected hereby.

### 12.2 Non-Assignability of Benefits.

The provisions of this Plan are intended as personal protection for the Participants. A Participant shall not have any right to assign, anticipate or hypothecate any assets held for his benefit, including amounts credited to his accounts. The benefits under this Plan shall not be subject to seizure by legal process or be in any way subject to claims of the Participant's creditors, including, without limitation, any liability for contracts, debts, torts, alimony or support of any relative except as provided under a Qualified Domestic Relations Order as defined in Section 414(p) of the Code or as otherwise permitted under Section 401(a)(13) of the Code. The Plan's benefits or the Trust assets shall not be considered an asset of a Participant in the event of his insolvency or bankruptcy.

If a Participant shall attempt to assign, anticipate or hypothecate any assets held for his benefit, or should such benefits be received by anyone other than the Participant or his designated Beneficiary, the Plan Administrator, in his discretion, may terminate the Participant's interest in such benefits and instruct the Trustee to hold or apply the benefits for the Participant, his spouse, children or other dependents.

### 12.3 Delegation of Authority by Employer.

Whenever the Employer or the City under the terms of this Plan is permitted or required to do or perform any act or matter or thing it shall be done and performed by any duly authorized delegate.

### 12.4 Construction of Plan.

This Plan shall be construed according to the laws of the State of Connecticut and all provisions hereof shall be administered according to the laws of such state.

### 12.5 Gender and Number.

Wherever any words are used herein in the masculine gender they shall be construed as though they were also used in the feminine or neuter gender in all cases where they would so apply, and wherever any words are used herein in the singular form they shall be construed as though they were also used in the plural form in all cases where they would so apply, and vice versa.

#### 12.6 Incapacity to Receive Distributions.

If any person entitled to receive any benefit under the Plan is, in the judgment of the Plan Administrator, legally, physically or mentally incapable of personally receiving and receipting for any distribution, the Plan Administrator may instruct the Trustee to make distribution to such other person, persons, or institutions as, in the judgment of the Plan Administrator, then maintain or have custody of such person. Such payments shall, to the extent thereof, discharge all liability of the City, the Employer, the Plan Administrator and the Trust.

#### 12.7 Location of Participant or Beneficiary.

In the event that any benefit shall become payable hereunder to any person and if, after written notice from the Trustee mailed to such person's last known address as certified to the Trustee by the Plan Administrator, such person shall not present himself to the Trustee within two (2) years after the mailing of such notice, the Trustee shall notify the Plan Administrator thereof. The Plan Administrator shall thereupon attempt to locate such person or, failing in such effort, to locate such person's designated Beneficiary, if applicable. If the Plan Administrator fails to locate such person or his Beneficiary, it shall attempt to locate such person's spouse and/or blood relatives and to allocate the benefit among such persons in such manner as the Plan Administrator in his absolute discretion deems equitable. If such person, Beneficiary, spouse or blood relatives cannot be located, the Plan Administrator shall treat the benefit as a forfeited amount to be used to reduce future Employer Contributions; provided, however, that in the event that such person is subsequently located such benefit shall be restored and paid to him. The Plan Administrator's obligation to locate individuals under this Section shall be satisfied if the Plan Administrator employs reasonable efforts to that end.

IN WITNESS WHEREOF, this amended and restated Plan has been executed this  
\_\_\_\_\_ day of December, 2009.

WITNESS:

CITY:

\_\_\_\_\_

By: \_\_\_\_\_  
Its

**TABLE A**

**MINIMUM REQUIRED DISTRIBUTION TABLE**

| Age of Employee | Distribution Period | Age of Employee | Distribution Period |
|-----------------|---------------------|-----------------|---------------------|
| 70              | 27.4                | 93              | 9.6                 |
| 71              | 26.5                | 94              | 9.1                 |
| 72              | 25.6                | 95              | 8.6                 |
| 73              | 24.7                | 96              | 8.1                 |
| 74              | 23.8                | 97              | 7.6                 |
| 75              | 22.9                | 98              | 7.1                 |
| 76              | 22.0                | 99              | 6.7                 |
| 77              | 21.2                | 100             | 6.3                 |
| 78              | 20.3                | 101             | 5.9                 |
| 79              | 19.5                | 102             | 5.5                 |
| 80              | 18.7                | 103             | 5.2                 |
| 81              | 17.9                | 104             | 4.9                 |
| 82              | 17.1                | 105             | 4.5                 |
| 83              | 16.3                | 106             | 4.2                 |
| 84              | 15.5                | 107             | 3.9                 |
| 85              | 14.8                | 108             | 3.7                 |
| 86              | 14.1                | 109             | 3.4                 |
| 87              | 13.4                | 110             | 3.1                 |
| 88              | 12.7                | 111             | 2.9                 |
| 89              | 12.0                | 112             | 2.6                 |
| 90              | 11.4                | 113             | 2.4                 |
| 91              | 10.8                | 114             | 2.1                 |
| 92              | 10.2                | 115+            | 1.9                 |

**APPENDIX A  
PARTICIPANTS AND CONTRIBUTION RATES**

| Participant Name | Date of Participation | Employer Contribution Percentage | Employee Contribution Percentage |
|------------------|-----------------------|----------------------------------|----------------------------------|
|                  |                       |                                  |                                  |
|                  |                       |                                  |                                  |
|                  |                       |                                  |                                  |
|                  |                       |                                  |                                  |
|                  |                       |                                  |                                  |
|                  |                       |                                  |                                  |
|                  |                       |                                  |                                  |
|                  |                       |                                  |                                  |
|                  |                       |                                  |                                  |

**\*04-09 Consent Calendar**

Grant Submission: re 2009-2012 State of Connecticut Department of Public Health for a STD/TB Control Program grant.

---

---

**Report  
of  
Committee  
on  
ECB & Environment**

---

**Submitted: December 21, 2009**

Adopted: \_\_\_\_\_

Attest: \_\_\_\_\_

*[Signature]*  
City Clerk

---

Approved \_\_\_\_\_

\_\_\_\_\_  
*Mayor*

---

---



# City of Bridgeport, Connecticut

*To the City Council of the City of Bridgeport.*

The Committee on ECD and Environment begs leave to report; and recommends for adoption the following resolution:

**\*04-09 Consent Calendar**

**WHEREAS**, the CT Department of Public Health is authorized to extend financial assistance to municipalities in the form of grants; and,

**WHEREAS**, this funding has been made possible through the STD/TB Control Grant and,

**WHEREAS**, funds under this grant will be used to monitor and reduce transmission of sexually transmitted diseases and TB; and,

**WHEREAS**, it is desirable and in the public interest that the City of Bridgeport, Department of Health and Social Services, submit an application to the CT Department of Public Health in an amount not to exceed \$187,776 for the purpose of monitoring and reducing transmission of sexually transmitted diseases and TB; and,

**NOW THEREFORE, BE IT RESOLVED BY THE City Council:**

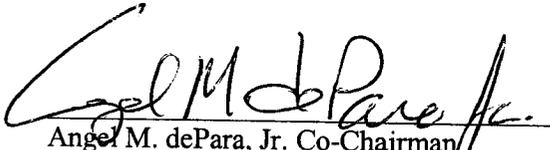
1. That it is cognizant of the City's grant application and contract to the CT Department of Public Health for funds to monitor and reduce transmission of sexually transmitted disease and TB.
2. That it hereby authorizes, directs and empowers the mayor or his designee to execute and file such application with the CT Department of Public Health for an STD/TB Control Grant, to provide such additional information and to execute such other contracts and documents as maybe necessary under this program.



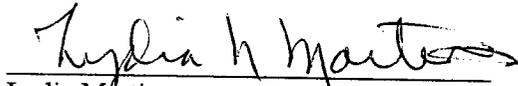
Report of Committee on ECD and Environment  
\*04-09 Consent Calendar

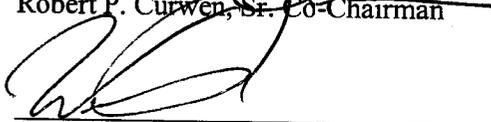
-2-

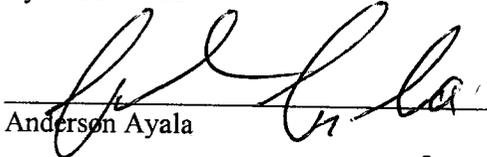
RESPECTFULLY SUBMITTED,  
THE COMMITTEE ON  
ECONOMIC AND COMMUNITY DEVELOPMENT & ENVIRONMENT

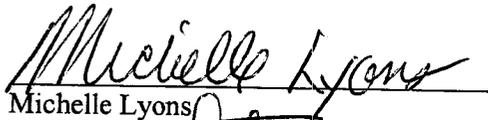
  
Angel M. dePara, Jr. Co-Chairman

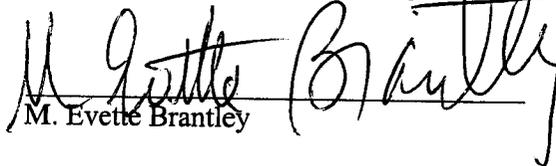
  
Robert P. Curwen, Sr. Co-Chairman

  
Lydia Martínez

  
Warren Blunt

  
Anderson Ayala

  
Michelle Lyons

  
M. Evette Brantley

**BUDGET PERIOD:2010-0011**  
**Contract Period: 07/01/2009-06/30/2010**

**Budget Summary**

**Program(s)/Site(s):**

#1: City of Bridgeport TB

#2: City of Bridgeport STD

| Category                 | Program 1     | Program 2     | Total         |
|--------------------------|---------------|---------------|---------------|
| Program Name:            | TB            | STD           |               |
| 1. Salaries & Wages      | 36,962        |               | 36,962        |
| 2. Fringe Benefits       |               | 22,960        | 22,960        |
| 3. Travel                |               |               |               |
| 4. Training              |               |               |               |
| 5. Educational Materials |               |               |               |
| 6. Office Supplies       | 165           | 505           | 670           |
| 7. Medical Materials     |               | 2,000         | 2,000         |
| <b>Total DPH Grant</b>   | <b>37,127</b> | <b>25,465</b> | <b>62,592</b> |

**BUDGET PERIOD:2010-0011**

**Contract Period: 07/01/2010-06/30/2011**

**Budget Summary**

**Program(s)/Site(s):**

#1: TB

#2: STD

| Category                 | Program 1     | Program 2     | Total         |
|--------------------------|---------------|---------------|---------------|
| Program Name:            | TB            | STD           |               |
| 1. Salaries & Wages      | 36988         | 898           | 37,886        |
| 2. Fringe Benefits       |               | 24,567        | 24,567        |
| 3. Travel                |               |               |               |
| 4. Training              |               |               |               |
| 5. Educational Materials |               |               |               |
| 6. Office Supplies       | 139           |               | 139           |
| 7. Medical Materials     |               |               |               |
| <b>Total DPH Grant</b>   | <b>37,127</b> | <b>25,465</b> | <b>62,592</b> |

Note: 2.5% was used for calculating salary and 7% used for calculating future fringe costs.

**BUDGET PERIOD:2010-0011**  
**Contract Period: 07/01/2011-06/30/2012**  
**Budget Summary**  
**Program(s)/Site(s):**

#1: City of Bridgeport TB  
#2: City of Bridgeport STD

| Category                 | Program 1 | Program 2 | Total  |
|--------------------------|-----------|-----------|--------|
| Program Name:            | TB        | STD       |        |
| 1. Salaries & Wages      | 37,127    | 1,706     | 38,833 |
| 2. Fringe Benefits-90%   |           | 23,759    | 23,759 |
| 3. Travel                |           |           |        |
| 4. Training              |           |           |        |
| 5. Educational Materials |           |           |        |
| 6. Office Supplies       |           |           |        |
| 7. Medical Materials     |           |           |        |
| <b>Total DPH Grant</b>   | 37,127    | 25,465    | 62,592 |

Note: 2.5% was used for calculating salary and 7% used for calculating future fringe costs, Per capita grant will cover \$2,528 shortfall in fringe benefits.

**BUDGET PERIOD:**

Contract Period: 07/01/2009-06/30/2010

Program(s)/Site(s):

#1: City of Bridgeport TB

#2: City of Bridgeport STD

**Budget Justification Schedule B**

| Line Item (Description) | Amount | Justification including Breakdown of Costs   |
|-------------------------|--------|--|
| Office Supplies         | 139    | Toner, copier, message pads, paper, pencils, pens, charts, labels, file cabinets, cartridges |

**BUDGET PERIOD:**

Contract Period: 07/01/2010-06/30/2011

Program(s)/Site(s):

#1: City of Bridgeport TB

#2: City of Bridgeport STD

**Budget Justification Schedule B**

| Line Item (Description) | Amount | Justification including Breakdown of Costs   |
|-------------------------|--------|--|
| Office Supplies         | 139    | Toner, copier, message pads, paper, pencils, pens, charts, labels, file cabinets, cartridges |

Contract Period: 07/01/2009-06/30/2010

Program(s)/Site(s):

#1: City of Bridgeport TB

#2: City of Bridgeport STD

Position Schedule #2a

| Position Description and Staff Person Assigned | Site/ Location           | Hours wk/ wks per Year | Hourly Rate | Total Salary Charged | Fringe Benefit Rate % | Total Fringe Benefits |
|--|--------------------------|------------------------|-------------|----------------------|-----------------------|-----------------------|
| 1.Position: TB case manager<br>Name: Helen Wu  | BPT.<br>TB/STD<br>Clinic | 35/wk/52wks            | 20.31       | 36962                | 100                   | 22,960                |
| <b>Totals</b>                                  | <b>59922</b>             |                        |             | <b>36962</b>         |                       | <b>22960</b>          |

Contract Period: 07/01/2010-06/30/2011

Program(s)/Site(s):

#1: City of Bridgeport TB

#2: City of Bridgeport STD

Position Schedule #2a

| Position Description and Staff Person Assigned | Site/ Location           | Hours wk/ wks per Year | Hourly Rate | Total Salary Charged | Fringe Benefit Rate % | Total Fringe Benefits |
|--|--------------------------|------------------------|-------------|----------------------|-----------------------|-----------------------|
| 2.Position: TB case manager<br>Name: Helen Wu  | BPT.<br>TB/STD<br>Clinic | 35/wk/52wks            | 21.00       | 37,886               | 100                   | 24,567                |
| <b>Totals</b>                                  | <b>62,453</b>            |                        |             | <b>37,886</b>        |                       | <b>24,567</b>         |

Contract Period: 07/01/2011-06/30/2012

Program(s)/Site(s):

#1: City of Bridgeport TB

#2: City of Bridgeport STD

Position Schedule #2a

| Position Description and Staff Person Assigned | Site/ Location           | Hours wk/ wks per Year | Hourly Rate | Total Salary Charged | Fringe Benefit Rate % | Total Fringe Benefits |
|--|--------------------------|------------------------|-------------|----------------------|-----------------------|-----------------------|
| 3.Position: TB case manager<br>Name: Helen Wu  | BPT.<br>TB/STD<br>Clinic | 35/wk/52wks            | 21.33       | 38,833               | 90                    | 23,658                |
| <b>Totals</b>                                  | <b>62,592</b>            |                        |             | <b>38,833</b>        |                       | <b>23,759</b>         |

Note: 2.5% was used for calculating salary and 7% used for calculating future fringe costs, Per capita grant will cover \$2,528 shortfall in fringe benefits.

**\*05-09 Consent Calendar**

Grant Submission: re 2009-2010 State of Connecticut Department of Public Health for a Childhood Lead Poisoning Prevention - Education Outreach Program.

---

---

**Report  
of  
Committee  
on  
ECB & Environment**

---

**Submitted: December 21, 2009**

Adopted: \_\_\_\_\_

Attest: \_\_\_\_\_

*Shirley A. Weston*  
City Clerk

---

Approved \_\_\_\_\_

\_\_\_\_\_  
*Mayor*

---

---



# City of Bridgeport, Connecticut

*To the City Council of the City of Bridgeport.*

The Committee on **ECD and Environment** begs leave to report; and recommends for adoption the following resolution:

**\*05-09 Consent Calendar**

**WHEREAS**, the State Department of Public Health is authorized to extend financial assistance to municipalities in the form of grants; and,

**WHEREAS**, this funding has been made possible through the Childhood Lead Poisoning Prevention – Education Outreach Program and,

**WHEREAS**, funds under this grant will be used to educate children, school personnel and the community on the dangers and effects of lead poisoning and,

**WHEREAS**, it is desirable and in the public interest that the City of Bridgeport, Department of Health and Social Services, submit an application to the State Department of Public Health in an amount not to exceed \$92,500 for the purpose of educating children, school personnel and the community on the dangers and effects of lead poisoning and,

**NOW THEREFORE, BE IT RESOLVED BY THE City Council:**

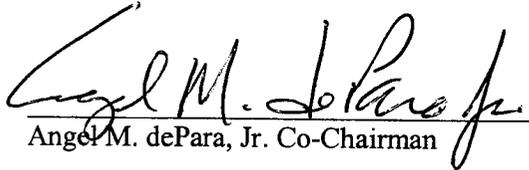
1. That it is cognizant of the City's grant application and contract to the State Department of Public Health for funds for the purpose of educating children, school personnel and the community on the dangers and effects of lead poisoning; and
2. That it hereby authorizes, directs and empowers the mayor or his designee to execute and file such application with the State Department of Public Health for a Childhood Lead Poisoning Prevention - Education Outreach Program, to provide such additional information and to execute such other contracts and documents as maybe necessary under this program.

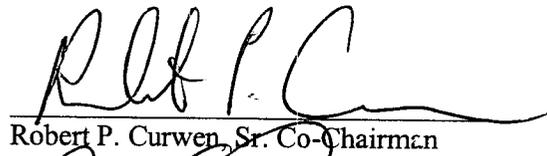


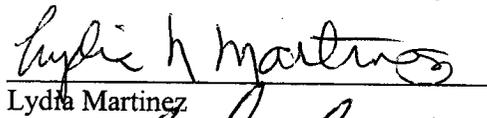
Report of Committee on ECD and Environment  
\*05-09 Consent Calendar

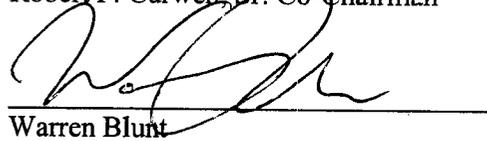
-2-

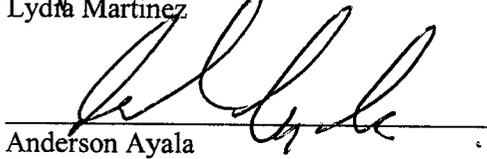
RESPECTFULLY SUBMITTED,  
THE COMMITTEE ON  
ECONOMIC AND COMMUNITY DEVELOPMENT & ENVIRONMENT

  
Angel M. dePara, Jr. Co-Chairman

  
Robert P. Curwen, Sr. Co-Chairman

  
Lydia Martinez

  
Warren Blunt

  
Anderson Ayala

  
Michelle Lyons

  
M. Evette Brantley

## Budget Breakdown

### Childhood Lead Poisoning Prevention – Education Outreach Program

December 1, 2009 – June 30, 2010 (7 months)

|   |                     |
|---|---------------------|
| Isa Mujahid *   |                     |
| EPI Investigator  |                     |
| Annual salary \$38,967  | \$22,731 (7 months) |
| Fringes \$10,835  | \$ 6,320 (7 months) |
| Full time clerical  |                     |
| Annual salary \$37,000  | \$21,583 (7 months) |
| Fringes @ 30%   | \$ 6,475 (7 months) |
| Consultant – Dr. Vivian Cross<br>(Develop curriculum and train<br>school personnel) | \$20,000            |
| Stipends @ \$1,000 for 12 students  | \$12,000            |
| Supplies (office and computer)  | \$ 1,000            |
| Uniforms (shirts and jackets)   | <u>\$ 2,391</u>     |
|   | \$92,500            |

\* Balance of salaries and fringes will be paid thru DPH Lead Control Grant

**\*17-09 (Ref #125-08) Consent Calendar**

A resolution concerning the modification of the Development Program for the Former Webster School.

---

---

**Report  
of  
Committee  
on  
CEA & Environment**

---

**Submitted: December 21, 2009**

Adopted: \_\_\_\_\_

Attest: \_\_\_\_\_



City Clerk

---

Approved \_\_\_\_\_

Mayor

---

---



# City of Bridgeport, Connecticut

*To the City Council of the City of Bridgeport:*

The Committee on **ECD and Environment** begs leave to report; and recommends for adoption the following resolution:

**\*17-09 (Ref #125-08) Consent Calendar**

**Whereas**, by its vote on resolution #125-08, on June 15, 2009, the City Council authorized the Office of Planning and Economic Development (“OPED”) to transfer, pursuant to an RFP process, the former Webster School, located at 1375 North Avenue, to Viade Development LLC (an affiliate of Primrose Companies) (“Developer”); and

**Whereas**, OPED did close on the sale of the property on June 29, 2009, and executed with the Developer a corresponding Land Disposition Agreement that called for the development of up to twenty-one (21) one-bedroom market-rate housing units and up to two 900 sf retail spaces, or alternatively for up to twenty-three (23) one-bedroom market-rate housing units and no retail spaces (if such spaces proved difficult to lease); and

**Whereas**, the Developer has worked diligently since the June 29<sup>th</sup> closing to secure financing of the development program outlined above, but has not been able to secure such financing due to the credit crisis in the economy; and

**Whereas**, in response to this difficulty, the Developer has proposed a change in the development program which would call for the construction of **seventeen (17) two-bedroom and two (2) one-bedroom** condominium units; and

**Whereas**, this proposed change will allow for greater access to financing for the project, and will allow for increased homeownership in the neighborhood; and

**Whereas**, this proposed change is consistent with zoning for the area and will require less off-street parking than the previously approved proposal; and

**Whereas**, it is in the City’s interest to see this project completed and occupied so as to provide for greater neighborhood stability and for greater tax revenue to the City; Now, therefore be it

**RESOLVED** that the Mayor and/or the Director of the Office of Planning and Economic Development, or their/his designee, is hereby authorized to do any and all things necessary and appropriate to authorize and effectuate the modification to the Webster School development program as outlined in this resolution; and be it further

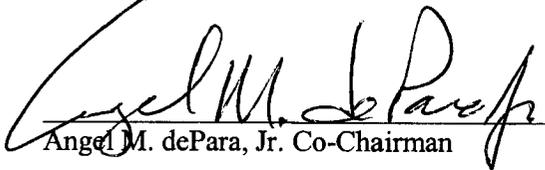


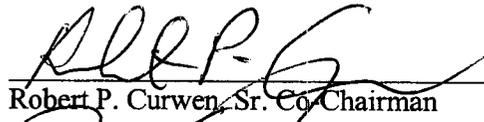
Report of Committee on ECD and Environment  
\*17-09 (Ref #125-08) Consent Calendar

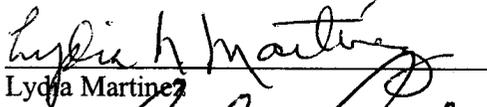
-2-

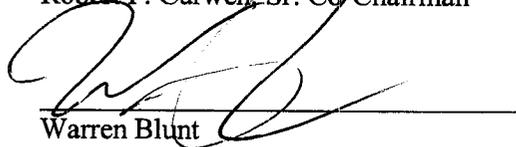
**RESOLVED** that the Mayor and/or the Director of OPED, or their/his designee, is authorized to execute any and all necessary documents and to take any and all necessary actions required to effectuate the purposes of this resolution.

RESPECTFULLY SUBMITTED,  
THE COMMITTEE ON  
ECONOMIC AND COMMUNITY DEVELOPMENT & ENVIRONMENT

  
Angel M. dePara, Jr. Co-Chairman

  
Robert P. Curwen, Sr. Co-Chairman

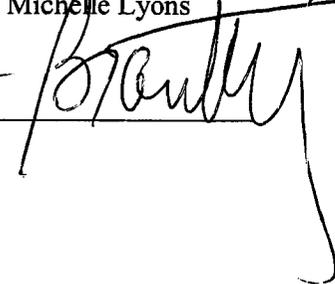
  
Lydia Martinez

  
Warren Blunt

  
Anderson Ayala

  
Michelle Lyons

  
M. Evette Brantley



**\*18-09 Consent Calendar**

Agreement to fix assessment for certain units within  
800 Seaview Avenue.

---

---

**Report  
of  
Committee  
on  
CEB & Environment**

---

**Submitted: December 21, 2009**

Adopted: \_\_\_\_\_

Attest: \_\_\_\_\_

  
City Clerk

---

Approved \_\_\_\_\_

\_\_\_\_\_  
Mayor

---

---



# City of Bridgeport, Connecticut

*To the City Council of the City of Bridgeport.*

The Committee on **ECD and Environment** begs leave to report; and recommends for adoption the following resolution:

**\*18-09 Consent Calendar**

**WHEREAS**, Kaleng Development, acquired 800 Seaview Avenue, pursuant to an RFP process conducted by the Bridgeport Port Authority in 2005; and

**WHEREAS**, the development plan, calling for up to 54 residential condominium units, was approved by the Planning and Zoning Commission in November of 2006; and

**WHEREAS**, construction of the project commenced in 2007; and

**WHEREAS**, the onset of the economic downturn and the consumer credit crunch of recent years made it increasingly difficult for the project to attract buyers who could qualify for mortgages to the point where the project came to a complete halt; and

**WHEREAS**, the City desires the completion of the project because it will create additional new housing stock and new homeownership opportunities within the East End;

**WHEREAS**, the developer has significantly lowered his asking price for the units, and has received FHA approval of the project, and

**WHEREAS**, in light of the above, Kaleng Development has requested the City's consideration of an agreement for the fixing of the assessment so as to make it more likely that potential buyers will be able to qualify for mortgages to purchase these new units, thereby allowing the completion of the project; and

**WHEREAS**, Section 12-65b of the Connecticut General Statutes allows for the City to enter into such an agreement; Now, therefore be it

**RESOLVED**, that the Mayor and/or the Director of the Office of Planning and Economic Development are authorized to negotiate and execute an agreement for the fixing of the assessment with Kaleng Development or a commonly owned entity to the benefit of the individual owners of units within the 800 Seaview Avenue development project (excepting those owners who purchased prior to the passage of this resolution) in a manner consistent with this resolution; and be it further



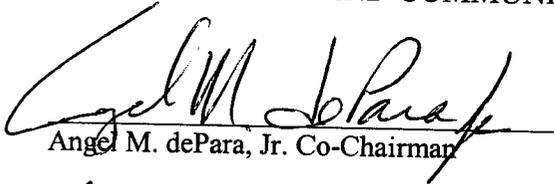
Report of Committee on ECD and Environment  
\*18-09 Consent Calendar

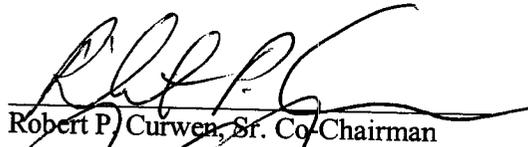
-2-

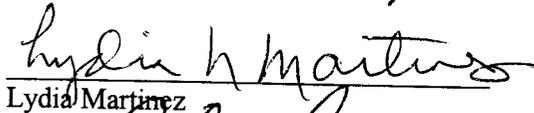
**RESOLVED,**

- 1) The period of the agreement will be **for a maximum of** 7 years, and will stipulate that the assessment of the individual condominium units will be fixed at \$50.00 per square foot for years 1-7.
- 2) The agreement will be effective on the grand list of October, **2010**. **Under no circumstances shall this agreement apply beyond the grand list of October 2016.** Kaleng will be responsible for construction phase property taxes in accordance with the normal assessment and levy practices of the City of Bridgeport. Kaleng will be responsible for the real property tax obligation of any unit until the unit is sold.
- 3) Kaleng shall, with future contracts not yet awarded on this particular project, comply with the City's MBE Ordinance.
- 4) That the benefits of the assessment fixing agreement should accrue only to the initial owner of the condominium unit, and to maintain the benefit, the unit owner must file an affidavit with the City annually attesting that they are not renting the unit except to a co-habitant.

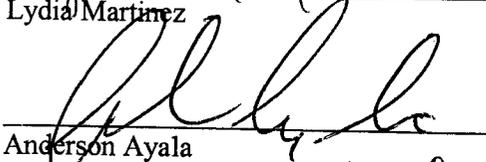
RESPECTFULLY SUBMITTED,  
THE COMMITTEE ON  
ECONOMIC AND COMMUNITY DEVELOPMENT & ENVIRONMENT

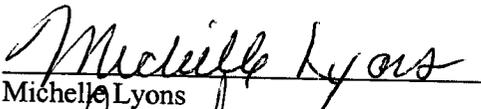
  
Angel M. dePara, Jr. Co-Chairman

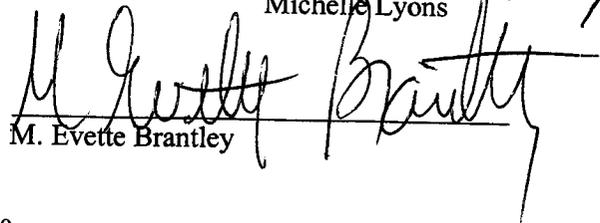
  
Robert P. Curwen, Sr. Co-Chairman

  
Lydia Martinez

  
Warren Blunt

  
Anderson Ayala

  
Michelle Lyons

  
M. Evette Brantley

02-09

Settlement of claim for Music & Arts Center for Humanity, Inc regarding termination of lease.

---

---

**Report  
of  
Committee  
on**

**Miscellaneous Matters**

---

**Submitted:**

Adopted: December 21, 2009 (OFF THE FLOOR)

*Robert A. Wilson*

Attest:

City Clerk

---

Approved \_\_\_\_\_

Mayor

---

---

ATTEST  
CITY CLERK \_\_\_\_\_

09 DEC 24 AM 11:17

RECEIVED  
CITY CLERKS OFFICE



# City of Bridgeport, Connecticut

*To the City Council of the City of Bridgeport.*

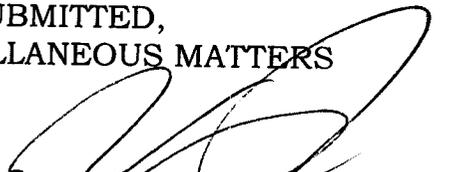
The Committee on **Miscellaneous Matters** begs leave to report; and recommends for adoption the following resolution:

02-09

**RESOLVED**, That the attached claim settlement for the "Termination of Lease Agreement" between the Music and Arts Center for Humanity and the City of Bridgeport, be, and it hereby is in all respects, approved, ratified and confirmed.

RESPECTFULLY SUBMITTED,  
THE COMMITTEE ON MISCELLANEOUS MATTERS

  
\_\_\_\_\_  
Amy Marie Vizzo-Patricia, Co-Chair

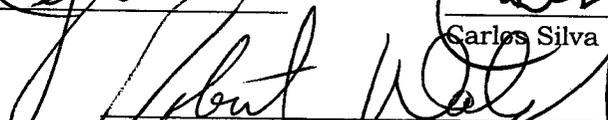
  
\_\_\_\_\_  
Warren Blunt, Co-Chair

  
\_\_\_\_\_  
Denese Taylor-Moye

  
\_\_\_\_\_  
Susan T. Brannelly

  
\_\_\_\_\_  
Manuel Ayala

  
\_\_\_\_\_  
Carlos Silva

  
\_\_\_\_\_  
Robert Walsh

Council Date: **December 21, 2009 (Off The Floor)**

## TERMINATION OF LEASE AGREEMENT

This TERMINATION OF LEASE AGREEMENT (the "Agreement") is made and entered into this \_\_\_ day of October, 2009, by and between **Music and Arts Center for Humanity**, having an address at 510 Barnum Avenue, Bridgeport, CT ("Lessee") and the **City of Bridgeport**, having an address at 45 Lyon Terrace, Bridgeport, CT ("Lessor").

**WHEREAS**, the Lessee and Lessor previously entered into that certain Lease executed on or about \_\_\_\_\_ for premises located on the first floor at 999 Broad Street, Bridgeport, Connecticut (the "Premises"), commonly known as Waltersville Elementary School (the "Lease"); and

**WHEREAS**, the Lessor determined after it executed the Lease that it had different plans for the building in which the Premises are located and advised Lessee that it would be unable to honor the Lease;

**WHEREAS**, after negotiations to arrive at a mutually satisfactory resolution to the issue, the Lessor and Lessee now desire to terminate the existing Lease on the terms and conditions set forth herein;

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, Lessor and Lessee hereby agree as follows:

1. Termination of Lease. Subject to the terms and conditions stated in this Agreement, Lessor and Lessee agree that the Lease has terminated and expired without any liability to Lessor or Lessee.
2. Surrender. Lessor acknowledges that Lessee has never occupied the Premises and is deemed to have surrendered its rights to possession of the Premises to Lessor.
3. Payment. In consideration of Lessee's willingness to terminate the Lease and enter into this Agreement, the Lessor will pay the sum of Sixty Thousand and 00/100 Dollars (\$60,000.00) to Lessee within thirty (30) days after this Agreement is approved by the Bridgeport City Council.
4. Lessee's Release of Liability. Lessee, its affiliates, parent companies, subsidiaries, related entities, predecessors, successors, principals, members, directors, officers, employees, agents and representatives (the "Lessee Releasing Parties" and each, a "Lessee Releasing Party") hereby release any and all claims or rights which have accrued or may hereafter accrue against the Lessor or any of its elected or appointed officials, departments, administrators, department heads, employees and agents (the "Lessor Released Parties" and each, a "Lessor Released Party") for any and all damages, claims, actions, costs, expenses, or losses, whether for breach of contract, misrepresentation, negligence or otherwise, which have arisen or may hereafter arise under or in connection with the Lease.
5. Lessor's Release of Liability. Lessor, its elected and appointed officials, departments, administrators, department heads, employees and agents (the "Lessor Releasing Parties" and each, a "Lessor Releasing Party") hereby release any and all claims or rights which have accrued or may hereafter accrue against Lessee or any of its affiliates, parent companies, subsidiaries, related entities, predecessors, successors, principals, members, directors, officers, employees, agents and representatives (the "Lessee Released Parties" and each, a "Lessee Released Party") for any and all

damages, claims, actions, costs, expenses, or losses, whether for breach of contract, misrepresentation, negligence or otherwise, which have arisen or may hereafter arise under or in connection with the Lease. Without limiting the foregoing, the Lessor Releasing Parties hereby release the Lessee Released Parties from any impositions or other financial obligations with respect to the Waltersville Premises, including without limitation any such obligations that have accrued prior to the date of this Agreement.

6. Miscellaneous.

- a. Entire Agreement. This Agreement embodies the entire agreement and understanding between the parties hereto with respect to the subject matter hereof and supersedes all prior oral or written agreements and understandings relating to the subject matter hereof.
- b. Successors. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their successors and assigns.
- c. Headings. The headings and captions of the various subdivisions of this Agreement are for convenience of reference only and shall in no way modify or affect the meaning or construction of any of the terms or provisions hereof.
- d. Governing Law. The laws of the State of Connecticut govern the validity, performance and enforcement of this Agreement, without regard to its conflict of laws rules.
- e. Counterparts; Facsimile. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Facsimile signatures shall be deemed originals for all purposes.

*[Signatures follow]*

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed in their names as of the day and year first above written.

LESSEE:

Music and Arts Center for Humanity

---

By  
Its

LESSOR:

City of Bridgeport

---

By Bill Finch  
Its Mayor