

AGENDA

CITY COUNCIL MEETING

TUESDAY, JANUARY 19, 2010

7:00 P.M.

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

Prayer

Pledge of Allegiance

Roll Call

Presentation - Census 2010 by a representative from the United States Census Bureau.

MINUTES FOR APPROVAL:

Approval of City Council Minutes: December 21, 2009

RESOLUTIONS TO BE REFERRED TO BOARDS, COMMISSIONS, ETC.:

- 27-09** Resolution presented by Council Members Martinez and M. Ayala re Request that a stop sign be installed at the corner of Hallett Street and Barnum Avenue due to safety concerns for area schools, referred to the Board of Police Commissioners.

MATTERS TO BE ACTED UPON (CONSENT CALENDAR):

- *16-09** Public Safety and Transportation Committee Report re Appointment of Edwin P. Farrow (U) to the Police Commission.
- *23-09** Committee of the Whole Report re Statements of Councilperson Robert S. Walsh, 132nd District to Councilperson Mary Evette Brantley.

MATTERS TO BE ACTED UPON:

- 22-09** Contracts Committee Report re Agreement with The Hartford Life and Accident Insurance Company for Group Short Term and Long Term Disability Benefits for City Employees.

THE FOLLOWING NAMED PERSONS HAVE REQUESTED PERMISSION TO ADDRESS THE CITY COUNCIL ON TUESDAY, JANUARY 19, 2010, AT 6:30 P.M., IN THE CITY COUNCIL CHAMBERS, CITY HALL, 45 LYON TERRACE, BRIDGEPORT, CT.

NAME

SUBJECT

Cecil Young
99 Carroll Avenue
Bridgeport, CT 06607

Taxes and Officer lying under oath.

Charles Tisdale
192 Frenchtown Road
Bridgeport, CT 06606-1905

Martin Luther King, Jr. Day

**CITY COUNCIL PUBLIC SPEAKING SESSION
 JANUARY 19, 2010
 6:30 p.m.**

ATTENDANCE: Council members: M. McCarthy, Taylor-Moye, Brantley, Walsh, T. McCarthy, Austin, Lyons, Vizzo-Paniccia, dePara, Silva, Curwen, Baker, Holloway

ABSENT: Council members: Brannelly, A. Ayala, Bonney, Blunt, Martinez, Paoletto

RECEIVED
 CITY CLERKS OFFICE
 01 JAN 27 AM 11:46
 CITY CLERK

Council President McCarthy called the public speaking session to order at 6:40 p.m.

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

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Mr. Young was called to speak three times. He wasn't present to address the city council.
Mr. Young showed up later during the public speaking session, see below.

Charles Tisdale 192 Frenchtown Road Bridgeport, CT 06606-1905	Martin Luther King, Jr. Day
---------------------------------------------------------------------	-----------------------------

Mr. Tisdale thanked the city council for honoring his request to speak tonight. He expressed that this was the time of year that they celebrate Martin Luther King's birthday and he felt rejuvenated. He recalled that as a teenager during the 1960's, the noted Dr. King appeared to speak in Bridgeport at the Klein Memorial and United Congregational Church on at least three occasions. Many thought that Dr. King was only interested in the rights of black people, but that wasn't true. He believed that for democracy to work, there had to be a participatory process that resulted in many people coming together to hope and wish for a better Bridgeport. It was fortunate that some in the city were there to

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ABSENT: Council members: Brannelly, A. Ayala, Bonney, Blunt, M. Ayala, Martinez, Paoletto

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participate. He further recalled how Dr. King stopped in Bridgeport to speak to some friends and how he then ended up in Boston to speak. He mentioned that Thurgood Marshall and Malcolm X also spoke in Bridgeport. He explained that the point he was trying to make was that these people were interested in making Bridgeport a better place and it was good that all backgrounds of people participated in that. He expressed that Dr. King summarized his mission that *"If you want to be important and recognized and great and wonderful, let it be recognized that he who is greatest among you, shall be a servant". And although we all can't be great, we can all serve!*

Mr. Tisdale added that everyone doesn't have to have a college degree to serve and they don't have to be a scholar, noting that Plato, Aristotle and Albert Einstein who was best known for Einsteins relative theory weren't necessarily scholars. He expressed that we only need a heart and soul generated by love to be a servant. He emphasized that in a city that we all love, we have to rise above ourselves to make Bridgeport the best it can be. He further noted that was the spirit that was perpetuated in Bridgeport during the 1960's. He further expressed that that Dr. King's dream should not be forgotten. He thanked the city council for their time allowing him to speak.

Cecil Young showed up to speak at 6:50 p.m.

Cecil Young
99 Carroll Avenue
Bridgeport, CT 06607

Taxes and Officer lying under oath.

Mr. Young expressed that Mr. Tisdale was one of the greatest leaders they ever had and he loved and respected him. He stated that with the right kind of leadership kids can be taught.

He went on to speak about the daily struggles for people without jobs and being told that if they can't pay their taxes, their car or house can be taken away. He said this has been done and he felt that the residents in Bridgeport should be given a tax break. He mentioned Council members Baker and Holloway whom he felt should lead the charge in the matter of high taxes that people have difficulty paying. He continued to complain about what he thought were unfair tax breaks given to others, such as developers.

He spoke about the sheriff work that was taken away from him that caused him to lose his medical benefits. He exclaimed the words *"shame on you"* to all eighteen council members who don't speak up and he further exclaimed that *"you can duck, but you can't hide!"*

The following person(s) signed up to speak tonight:

Joan Lane & Vani Anand

Southwest Health Area Education Center

Ms. Lane stated that times were tough. She talked about the smile program that has been implemented for children in Bridgeport and the Stratford communities. She was there to make the city council aware of the free dental care offered particularly for needy kids in Bridgeport. She explained the reason she was there was to publicize the service they will offer on February 5, 2010. She further explained that they conduct the program under a grant they received, in conjunction with other organizations that promote health care for children. So they were looking to build awareness. She noted that they will seek private funding from other sources. She urged support for the future of the program and she noted that they have had over one-hundred appointments for varied dental work. She asked that they review the information distributed.

The public speaking session ended at 7:00 p.m.

CITY COUNCIL MEETING

Tuesday, January 19, 2010

7:00 pm.

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

ATTENDANCE: Council members: M. McCarthy, A. Ayala, Taylor-Moye, Brantley, Walsh, T. McCarthy, Austin, Lyons, Vizzo-Paniccia, dePara, Silva, Ayala, Martinez, Paoletto, Curwen

ABSENT: Council members: Brannelly, Bonney, Blunt, *Baker, *Holloway
* = left early

Council President McCarthy called the meeting to order at 7:10 p.m.

Council President McCarthy announced that Mayor Finch wasn't in attendance because he was in Washington, D.C.

Prayer - the prayer was offered by Charles Tisdale.

Pledge of Allegiance - the pledge was led by Helen Wu.

Council President McCarthy requested a personal privilege. He approached the front of council chambers with Council member Paoletto. He called Helen Wu to the front of council chambers to honor her with a citation. He read the citation that outlined what a great example she was of a city employee who has dedicated herself to the TB Hero program. She was recognized as the recipient of the 2009 Northeast TB Hero award!

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

The following announcements were made:

Council member Brannelly wasn't in attendance tonight because she was out of town.

Council member Blunt was ill.

Council member Baker had to leave the meeting to address an emergency.

Council member Curwen requested a personal privilege to asked for a moment of silence for the following persons:

Father Smalls who recently passed away. He was active in the community and was the chaplain for the Hibernians and for his involvement in the St. Patrick's Day Parade.

His daughter-in-law's father who recently passed away.

The Haitian people and their families in light of the earthquake tragedy.

Council member Martinez asked for a moment of silence for two friends that passed away this weekend.

Council member Brantley asked for a moment of silence for a friend Tommy Davis that passed away.

Council President McCarthy offered a moment of silence for all others who have suffered a loss.

Presentation - Census 2010 by a representative from the United States Census Bureau.

Rosalyn Ortiz and three other representatives addressed the city council. Sherry updated that they were there to speak about the 2010 census. She stated that the census was about power and money. She explained that the congress and local power entities are responsible for the numbers that are counted and the disbursement of the monies to each city for varied services, in the school system etc. She clarified that they weren't concerned about citizenship status and she stressed that they were looking to get the word out to residents. It's crucial that every child and parent is counted. She further stated that there will be ten questions on the census form that should take approximately ten minutes to fill out. She said the filling out of the form results in the "power of 10". She emphasized that the forms should be mailed back and she encouraged the importance of the filling out the form. She noted that a huge van would be coming to the University of Bridgeport on January 28, 2010 to promote the census and she urged everyone to come out and participate.

MINUTES FOR APPROVAL:

Approval of City Council Minutes: December 21, 2009

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**COUNCIL MEMBER PAOLETTO MOVED TO ACCEPT THE MINUTES
COUNCIL MEMBER VIZZO-PANICCIA SECONDED
MOTION PASSED UNANIMOUSLY**

RESOLUTIONS TO BE REFERRED TO BOARDS, COMMISSIONS, ETC.:

27-09 Resolution presented by Council Members Martinez and M. Ayala re Request that a stop sign be installed at the corner of Hallett Street and Barnum Avenue due to safety concerns for area schools, referred to the Board of Police Commissioners.

**** COUNCIL MEMBER PAOLETTO MOVED TO REFER**
**** COUNCIL MEMBER dePARA SECONDED**
**** MOTION PASSED UNANIMOUSLY**

MATTERS TO BE ACTED UPON (CONSENT CALENDAR):

There weren't any requests to remove items from the consent calendar. The city clerk read the items into the record:

***16-09** Public Safety and Transportation Committee Report re Appointment of Edwin P. Farrow (U) to the Police Commission.

***23-09** Committee of the Whole Report re Statements of Councilperson Robert S. Walsh, 132nd District to Councilperson Mary Evette Brantley.

**** COUNCIL MEMBER PAOLETTO MOVED TO APPROVE**
**** COUNCIL MEMBER AUSTIN SECONDED**
**** MOTION PASSED UNANIMOUSLY**

MATTERS TO BE ACTED UPON:

22-09 Contracts Committee Report re Agreement with The Hartford Life and Accident Insurance Company for Group Short Term and Long Term Disability Benefits for City Employees.

Council member Paoletto stated that the item passed in committee with one abstention (Council member T. McCarthy).

**** COUNCIL MEMBER PAOLETTO MOVED TO APPROVE**
**** COUNCIL MEMBER CURWEN SECONDED**

Council member T. McCarthy stated that he was the person that abstained during the committee meeting. And because of that he wouldn't vote on the item tonight.

Other Business:

**** COUNCIL MEMBER VIZZO-PANICCIA MOVED TO SUSPEND THE RULES FOR THE PURPOSE OF ADDING THREE (3) ITEMS THAT CAME OUT OF THE MISCELLANEOUS MATTERS COMMITTEE TO THE AGENDA**

Council member Curwen asked which items were being added.

Council member Vizzo-Paniccia stated the following items were being added:

1. **06-09** Refund of excess tax Re: 360 Stratford Heights in the amount of \$11,639.11 overpayment.

Refund of excess tax Re: Colony Diner in the amount of \$30,617.03 overpayment.

**** COUNCIL MEMBER CURWEN SECONDED**

**** MOTION PASSED UNANIMOUSLY**

**** COUNCIL MEMBER VIZZO-PANICCIA MOVED TO SUSPEND THE RULES FOR THE PURPOSE OF ADDING AN ITEM THAT CAME OUT OF THE MISCELLANEOUS MATTERS COMMITTEE TO THE AGENDA**

**** COUNCIL MEMBER PAOLETTO SECONDED**

**** MOTION PASSED UNANIMOUSLY**

2. **09-09** Re: amendment to move and appoint Mr. Shabaz from the Board of Assessment to the Energy District Commission

**** COUNCIL MEMBER VIZZO-PANICCIA MOVED TO AMEND**

**** COUNCIL MEMBER PAOLETTO SECONDED**

**** MOTION PASSED UNANIMOUSLY**

**** COUNCIL MEMBER VIZZO-PANICCIA MOVED TO APPROVE AS AMENDED**

**** COUNCIL MEMBER PAOLETTO SECONDED**

Council member dePara questioned the reason for the change. Council member Vizzo-Paniccia explained that the committee determined that Mr. Shabaz had more expertise to serve on the Energy District Commission in view of the going green effort.

**** MOTION PASSED UNANIMOUSLY**

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

**** COUNCIL MEMBER SILVA SECONDED**

**** MOTION PASSED UNANIMOUSLY**

3. **20-09** Re: conveyance of properties at 354-368 Main Street; Little Liberia

**** COUNCIL MEMBER VIZZO-PANICCIA MOVED TO APPROVE**

**** COUNCIL MEMBER CURWEN SECONDED**

**** MOTION PASSED UNANIMOUSLY**

**** COUNCIL MEMBER VIZZO-PANICCIA MOVED TO SUSPEND THE RULES FOR THE PURPOSE OF REFERRING AN ITEM TO COMMITTEE**
**** COUNCIL MEMBER A. AYALA SECONDED**
**** MOTION PASSED UNANIMOUSLY**

**** COUNCIL MEMBER VIZZO-PANICCIA MOVED TO REFER RE: CIVIL SERVICE COMMISSION CHANGES TO THE CIVIL SERVICE RULES TO INCREASE THE FEES TO THE MISCELLANEOUS MATTERS COMMITTEE (ITEM # 28-09)**
**** COUNCIL M. McCARTHY SECONDED**
**** MOTION PASSED UNANIMOUSLY**

**** COUNCIL MEMBER LYONS MOVED TO SUSPEND THE RULES FOR THE PURPOSE OF REFERRING AN ITEM TO COMMITTEE**
**** COUNCIL MEMBER PAOLETTO SECONDED**
**** MOTION PASSED UNANIMOUSLY**

Council member Lyons read a statement regarding the Haiti earthquake tragedy. The statement outlined that the Office of the Mayor was in conjunction with the Bridgeport City Council to submit a resolution to offer assistance, to adopt a city from within Haiti. The matter will go before the governor's office to adopt-a-city. A Connecticut Haitian Alliance meeting will be scheduled on a date to be determined to address the matter further. The resolution will be forwarded to committee to discuss which city they will adopt. She had a copy of the resolution for review. She noted that the Fairfield branch will also take on the responsibility.

**** COUNCIL MEMBER LYONS MOVED TO REFER THE ITEM TO THE PROPER COMMITTEE (ITEM # 29-09)**
**** COUNCIL MEMBER AUSTIN SECONDED**
**** MOTION PASSED UNANIMOUSLY**

Council member Curwen stated that he was struck by the press conference regarding Haiti. He noted how the city struggles with budgets and then he listens to stories of infrastructure collapse and people living on the street and how we question if we have it that bad. He urged his colleagues to help raise money for Haiti. He thought that by raising \$500.00 each would be great as a collaborative effort to send to the Red Cross on behalf of the city council. He expressed that he planned to raise money and he urged everyone to do the same. He suggested that the monies could be sent as a whole from the city council.

Council member Brantley stated that she spoke to Tom White to find out what agency would be viable to use the fund. She thought that Save the Children would be a good option. She noted that more information would be forthcoming.

Council member Lyons noted that a list of items would be collected to send through the designated agency for sending to Haiti. She further noted the council members who have been working as a team with varied agencies for this effort.

Anderson Ayala mentioned that Council member Lyons has worked very hard for the Haiti relief initiative. He noted that \$32,000 has already been raised through a fund raiser that was held over the weekend.

Council President McCarthy expressed that the tragedy has affected everyone in one way or another. He urged everyone to get involved in any way they can.

Council member Curwen stated the following reminders:

- ◆ Council members should pick up a copy of the year-end capital budget booklet
- ◆ Citizens Union reprogramming funds recommendations need to be submitted ASAP

ADJOURNMENT

**** COUNCIL MEMBER dePARA MOVED TO ADJOURN
** COUNCIL MEMBER AUSTIN SECONDED
** MOTION PASSED UNANIMOUSLY**

The meeting adjourned at 7:45 p.m.

Respectfully submitted,

Diane Graham
Telesco Secretarial Services

RESOLUTION

By Council members: Lydia N. Martinez
Mannual Ayala

District: 137th

Introduced at a meeting
of the City Council, held:

January 19, 2010

Referred to: Board of Police Commissioners

Whereas, this intersection is travelled by many including parents and over 1000 children at the new schools, Barnum and Waltersville.

Whereas, the city has a direct responsibility to address and ensure a level of safety as to avoid any potential liabilities to our children/adults and personal property, Now, Therefore

BE IT RESOLVED, That a stop sign be installed at the corner of Hallett Street and Barnum Avenue.

Referrals Made:

Attest: _____
City Clerk

RECEIVED
CITY CLERKS OFFICE
10 JAN 12 PM 3:18
ATTEST
CITY CLERK



CITY OF BRIDGEPORT, CONNECTICUT
CIVIL SERVICE COMMISSION

CITY HALL * 45 LYON TERRACE * BRIDGEPORT, CONNECTICUT 06604-4023 * (203) 576-7103 * Fax 576-7102

Commissioners
LEONOR GUEDES
President

DAVID J. DUNN
Acting
Personnel Director

T. WALTER PLUMMER-Vice Pres.
ROSA J. CORREA
WILLIE C. MCBRIDE, JR.
RICHARD P. RODGERS

COMM#28-09 Referred to Miscellaneous Matters Committee on
January 13, 2010 01/19/10 (OFF THE FLOOR)

Ms. Fleeta Hudson
Bridgeport City Clerk
Room 204
45 Lyon Terrace
Bridgeport, CT 06604

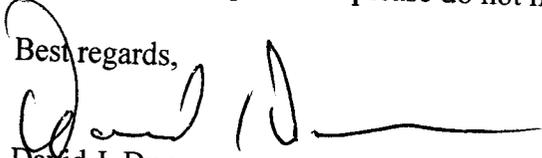
Dear Ms. Hudson:

At its meeting on January 12, 2010, the Civil Service Commission approved changes to Civil Service Rule IV Fees and asked that the revisions be sent on to the City Council as required in Chapter 17 Section 206(a) of the Bridgeport City Charter. I have enclosed the proposed revisions for Civil Service Commission Rule IV Fees. Please convey this request for approval to the Council.

The most notable change is the increase in the examination fee for Police and Fire examinations to one hundred dollars (\$100.00) for residents and two hundred fifty dollars (\$250.00) for non-residents.

If you have any questions please do not hesitate to call me.

Best regards,


David J. Dunn
Acting Personnel Director

/djb

Enclosure

ATTEST
CITY CLERK

10 JAN 19 AM 11:56

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CITY CLERKS OFFICE

RULE IV. FEES

The Civil Service Commission shall have the authority to charge a reasonable administrative fee for application to compete in open competitive examinations. The administrative fee shall be ten dollars (\$10.00) for residents of the City of Bridgeport and forty dollars (\$40.00) for non-residents.

The Civil Service Commission shall have the authority to charge a reasonable administration fee for application to compete in Police and Fire examinations. The administrative fee shall be one hundred dollars (\$100.00) for residents of the City of Bridgeport and two hundred fifty dollars (\$250.00) for non-residents.

There shall be an exemption for waiver of the administrative fee for those city resident applicants who are receiving Public Assistance or who can demonstrate hardship and inability to pay, to the Civil Service Commission. The Civil Service Commission may also require city resident applicant to execute a promissory note in lieu of waiver.

RECEIVED
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10 JAN 19 AM 11: 57
ATTEST
CITY CLERK

RESOLUTION

City of Bridgeport's resolution to commit assistance through the adoption of Haitian City (HS).

WHEREAS, the City of Bridgeport, Fairfield County, Connecticut ("Bridgeport") is the largest City in the State of Connecticut in the United States of America ("America"); and

WHEREAS, Bridgeport stands proudly as a representative of America's rich melting pot of diverse cultures and populations; and

WHEREAS, Bridgeport's melting pot includes a growing and vibrant Haitian community, contributing to the strength and wealth of Bridgeport's diverse culture; and

WHEREAS, the City of Bridgeport, together with its substantial Haitian contingent, stands united in its resolve to support and contribute toward any and all relief efforts necessary and prudent in the wake of the catastrophic earthquake in Haiti at 4:53 p.m. (EST) on January 12, 2010, including but not limited to, encouraging immediate monetary relief and continued outreach, furthering of education and awareness, and coordinating locations for contributions, relief efforts, and rebuilding efforts; and

WHEREAS, the City's residents remain fearful, yet strong, as our own, our friends and our companions await word of loved ones in and about the island of Hispanola; and

WHEREAS, our friends and relatives of Haiti are recognizing the horrific loss of life and basic necessities, while maintaining faith, dignity and strength as more word comes from survivors to notify us what we can do, how we can help; and

WHEREAS, the City of Bridgeport recognizes that the urgent and immediate relief efforts are most appropriately addressed by the federal government, other nations, and established military and relief organizations while continuing to encourage aid to donate appropriately; and

WHEREAS, Bridgeport and its collective caring and diverse culture feel the need to do more; and

WHEREAS, it remains painfully understood that the regrouping and rebuilding of Haiti's rich culture and structure will require patience, continued dedication, and devotion; Now,

THEREFORE, IT IS HEREBY RESOLVED, through the Resolution and the dedication, love, respect, and committed efforts of its residents, that the City of Bridgeport does hereby adopt the city(ies) of Petion-Ville, Haiti through the years it will take to revive, rebuild, restructure and reinstitute the valuable people, country and culture, resolving hereby NOT to vacate at the conclusion of physical and emotional immediacy: but remain, through said adopted city(ies), in touch and in help for Haiti over the many years to come; and

IT IS FURTHER RESOLVED, that the Mayor and/or his designees, through the appropriately and newly opened HAITIAN RELIEF RESOURCES OFFICE, continue and pursue all appropriate endeavors to assist this City's Haitian contingent with locating loved ones; dealing with this calamity, and continuing forthwith, throughout the entirety of the necessary path to console, reunite, strengthen, and rebuild the valuable country and culture now so much under threat and to ultimately rejoice.

Referrals:

By Councilmember: **Michelle A. Lyons**

District: 134th

Introduced at a meeting
of the City Council, held:

January 19, 2010 OFF THE FLOOR

Referred to: **Public Safety & Transportation
Committee**

Attest: _____
City Clerk

RESOLUTION # 29-09 Referred to Public Safety & Transportation on 01/19/10 (OFF THE FLOOR)

WITH THE UNDENIABLE REALITY THAT THE COUNTRY OF HAITI HAS BEEN HIT WITH THE ULTIMATE NEED FOR RELIEF DUE TO THE EARTHQUAKE OF JANUARY 12, 2010, AND THAT THE CITY OF BRIDGEPORT, THROUGH THE OFFICE OF THE MAYOR, IMMEDIATELY CONVENED A GATHERING OF THE COMMUNITY AND OTHER STATE AND LOCAL OFFICIALS, THE CITY OF BRIDGEPORT IS COMMITTED TO DOING WHATEVER IS NECESSARY; THE OFFICE OF THE MAYOR, TOGETHER WITH CITY COUNCIL SPONSORS, RESPECTFULLY REQUEST THAT THIS RESOLUTION BE IMMEDIATELY CONSIDERED AND VOTED UPON BY THE CITY COUNCIL:

CITY OF BRIDGEPORT'S
RESOLUTION TO COMMIT ASSISTANCE
THROUGH THE ADOPTION OF HAITIAN CITY(IES)

WHEREAS, the City of Bridgeport, Fairfield County, Connecticut ("Bridgeport") is the largest City in the State of Connecticut in the United States of America ("America"); and

WHEREAS, Bridgeport stands proudly as a representative of America's rich melting pot of diverse cultures and populations; and

WHEREAS, Bridgeport's melting pot includes a growing and vibrant Haitian community, contributing to the strength and wealth of Bridgeport's diverse culture; and

WHEREAS, the City of Bridgeport, together with its substantial Haitian contingent, stands united in its resolve to support and contribute toward any and all relief efforts necessary and prudent in the wake of the catastrophic earthquake in Haiti at 4:53 p.m. (EST) on January 12, 2010, including but not limited to, encouraging immediate monetary relief and continued outreach, furthering of education and awareness, and coordinating locations for contributions, relief efforts, and rebuilding efforts; and

WHEREAS, the City's residents remain fearful, yet strong, as our own, our friends and our companions await word of loved ones in and about the island of Hispanola; and

WHEREAS, our friends and relatives of Haiti are recognizing the horrific loss of life and basic necessities, while maintaining faith, dignity and strength as more word comes from survivors to notify us what we can do, how we can help; and

WHEREAS, the City of Bridgeport recognizes that the urgent and immediate relief efforts are most appropriately addressed by the federal government, other nations, and established military and relief organizations while continuing to encourage aid to donate appropriately; and

WHEREAS, Bridgeport and its collective caring and diverse culture feel the need to do more; and

WHEREAS, it remains painfully understood that the regrouping and rebuilding of Haiti's rich culture and structure will require patience, continued dedication, and devotion.

NOW THEREFORE, IT IS HEREBY RESOLVED, through this Resolution and the dedication, love, respect, and committed efforts of its residents, that the City of Bridgeport does hereby ADOPT the city(ies) of Petion-Ville, Haiti throughout the years it will take to revive, rebuild, restructure and reinstitute the valuable people, country and culture, resolving hereby NOT to vacate at the conclusion of physical and emotional immediacy; but to remain, through said adopted city(ies), in touch and in help for Haiti over the many years to come; and

IT IS FURTHER RESOLVED, that the Mayor and/or his designees, through the appropriately and newly opened HAITIAN RELIEF RESOURCES OFFICE, continue and pursue all appropriate endeavors to assist this City's Haitian contingent with locating loved ones; dealing with this calamity; and continuing forthwith, throughout the entirety of the necessary path to console, reunite, restrengthen, and rebuild the valuable country and culture now so much under threat and to ultimately rejoice.

RECEIVED
CITY CLERKS OFFICE
10 JAN 20 AM 9:05
ATTEST
CITY CLERK

THE FOREGOING RESOLUTION IS CO-SPONSORED BY
THE FOLLOWING CITY COUNCIL MEMBERS IN ADDITION TO MAYOR BILL FINCH

Michelle A. Lyons

***16-09 Consent Calendar**

Appointment of Edwin P. Farrow (U) to the Police Commission.

**Report
of
Committee
on**

Public Safety and Transportation

Submitted: January 19, 2010

Adopted: _____



Attest: _____

City Clerk

Approved _____

Mayor



City of Bridgeport, Connecticut

To the City Council of the City of Bridgeport.

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

***16-09 Consent Calendar**

RESOLVED, that the following named individual be, and hereby is, appointed to the Police Commission; and that said appointment be, and hereby is, approved, ratified and confirmed.

NAME

Edwin P. Farrow (U)
93 Chalmers Avenue
Bridgeport, CT 06605

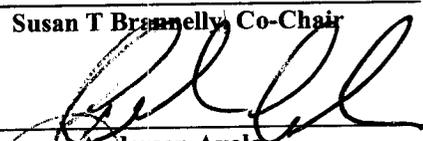
TERM EXPIRES

December 31, 2011

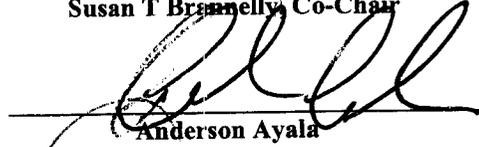
* This will replace the seat held by Jack McGregor.

Respectfully submitted,
THE COMMITTEE ON PUBLIC SAFETY AND TRANSPORTATION

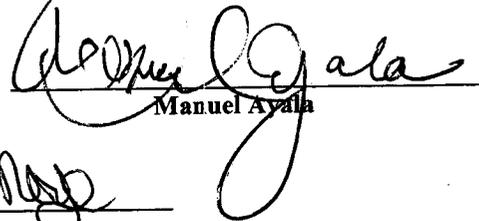

Michelle A. Lyons, Co-Chair

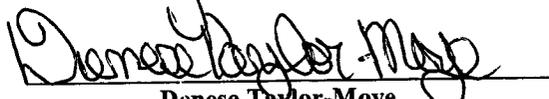

Susan T Brannelly, Co-Chair


Richard Bonney


Anderson Ayala


M. Evette Brantley


Manuel Ayala


Denese Taylor-Moye

***23-09 Consent Calendar**

Statements of Councilperson Robert S. Walsh, 132nd
District to Councilperson Mary Evette Brantley.

**Report
of
Committee
of
The Whole**

Submitted: January 19, 2010

Adopted: _____

Attest: _____



City Clerk

Approved _____

Mayor



City of Bridgeport, Connecticut

To the City Council of the City of Bridgeport.

The Committee of the Whole begs leave to report; and recommends for adoption the following resolution:

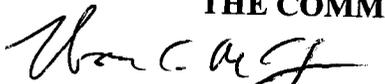
*23-09 Consent Calendar

BE IT RESOLVED, That concerning the statements of Councilperson Robert S. Walsh, 132nd District to Councilperson Mary Evette Brantley, 132nd District that his apology is hereby accepted; and be it further

RESOLVED, That it is recommended that the full City Council shall receive and attend diversity training.

Respectfully submitted,

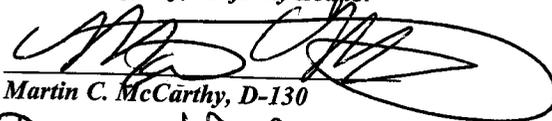
THE COMMITTEE OF THE WHOLE


Thomas C. McCarthy, President


Carlos Silva, President Pro Tempore


Richard Banney, Majority Leader

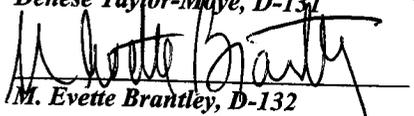
Susan T. Brannelly, D-130

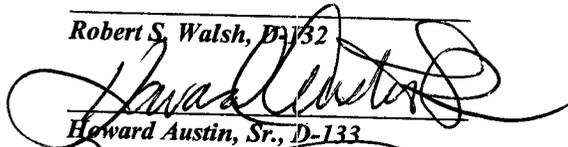

Martin C. McCarthy, D-130

Anderson Ayala, D-131


Denese Taylor-Maye, D-131

Robert S. Walsh, D-132


M. Evette Brantley, D-132


Howard Austin, Sr., D-133


Michelle A. Lyons, D-134

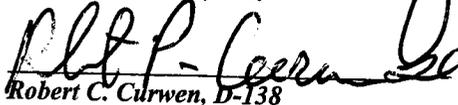

Amy Marie Vizzo-Bonniceta, D-134

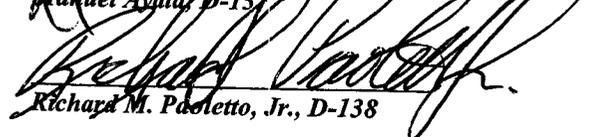
Warren Blunt, D-135

Angel M. dePara, D-136


Lydia N. Martinez, D-137


Manuel Ayala, D-137


Robert C. Curwen, D-138


Richard M. Paoletto, Jr., D-138

James Holloway, D-139

Andre F. Baker, D-139

22-09

Agreement with City of Bridgeport and Hartford
Life and Accident Insurance Company for Group
Short Term and Long Term Disability Benefits for
City Employees.

Report
of
Committee
on
Contracts

Submitted: January 19, 2010

Adopted: _____

Attest: _____



City Clerk

Approved _____

Mayor



City of Bridgeport, Connecticut

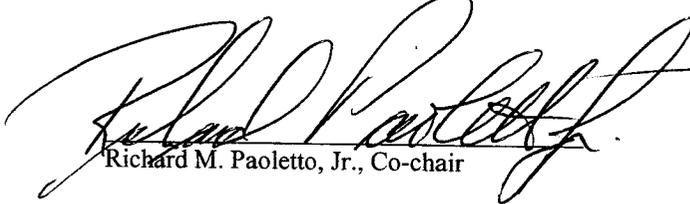
To the City Council of the City of Bridgeport.

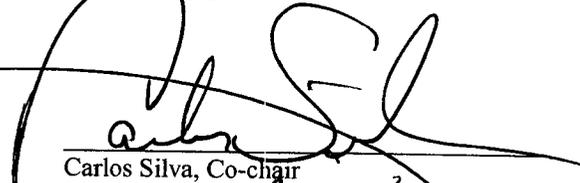
The Committee on Contracts begs leave to report; and recommends for adoption the following resolution:

22-09

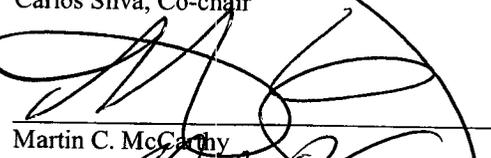
RESOLVED, That the attached proposal presented by Merit Insurance for City Employee Group Short Term and Long Term Disability Benefits and certificate of insurance for these benefits provided by The Hartford Life and Accident Insurance Company to commence not later than March 1, 2010 and continue in force for thirty-six (36) months, be and it hereby is, in all respects, approved, ratified and confirmed.

**RESPECTFULLY SUBMITTED,
THE COMMITTEE ON CONTRACTS**

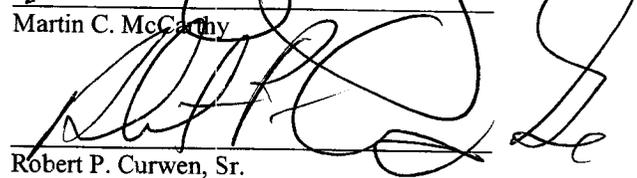

Richard M. Paoletto, Jr., Co-chair


Carlos Silva, Co-chair


Michelle Lyons


Martin C. McCarthy


Howard Austin, Sr.


Robert P. Curwen, Sr.

James Holloway

**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 Hartford¹ 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, 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

Feature	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 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 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 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' 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.



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.

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

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

- The Schedule of Insurance specifications will be tailored to the Employer's requirements. ▶ 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.
- Contributory or non-contributory coverage is available. ▶ Cost of Coverage:
You [must/do not] contribute toward the cost of coverage
- A person's class determines the benefits for which he or she is eligible. ▶ Eligible Class(es) For Coverage:
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.
- Included if the Employer offers an Annual Enrollment Period. ▶ **[Annual Enrollment Period:** as determined by Your Employer on a yearly basis]
- A variety of options are available. ▶ **Full-time Employment:**
at least [30] hours weekly
- Previous service with the Employer may be used to reduce the waiting period for coverage. ▶ **Eligibility Waiting Period for Coverage:**
[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.]
- A typical plan design is 8th day Injury/8th day Sickness, but many options are available. ▶ 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.
- 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. ▶ **Benefits Commence:**
1) for Disability caused by Injury: on the [8th] consecutive day of Total Disability or Disabled and Working;
2) for Disability caused by Sickness: on the [8th] consecutive day of Total Disability or Disabled and Working.
- Benefits are available on a percent of earnings or as a flat dollar amount. Core/Buy-up options are also available. ▶ [For hospital confinements of 24 hours or more, benefits commence on the first day of hospital confinement.]
- The optional Minimum Weekly Benefit is recommended for contributory plans. ▶ **Weekly Benefit:**
The lesser of:
1) [60]% of Your Pre-disability Earnings; or
2) \$[500],
reduced by Other Income Benefits
- ▶ **Minimum Weekly Benefit:**
\$[25]

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.

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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 FML.

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

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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 1/2 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:

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

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.

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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.]

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.

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

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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;

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- 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.

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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.

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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.

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

► **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.

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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.

▶ **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 Bonuses are selected as part of the definition for Pre-disability Earnings. Several 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.]

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

▶ **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.

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.

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.

▶ **[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.]

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.

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,
 - 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.

06-09

Refund of Excess Taxes.

**Report
of
Committee
on**

Miscellaneous Matters

Submitted:

January 19, 2010 (OFF THE FLOOR)

Adopted:

Attest:


City Clerk

Approved

Mayor



City of Bridgeport, Connecticut

To the City Council of the City of Bridgeport.

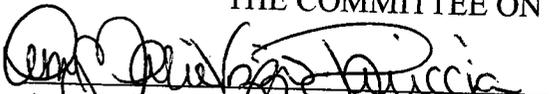
The Committee on Miscellaneous Matters begs leave to report; and recommends for adoption the following resolution:

06-09

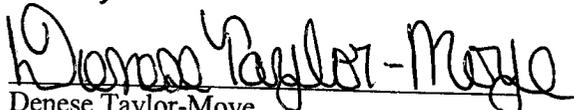
BE IT RESOLVED, That the Comptroller be, and hereby is authorized, empowered and directed to draw his warrants on the City Treasurer in favor of the following named person and for the amount set opposite said name, all in accordance with the recommendation of the Tax Collector.

<u>Name & Address</u>	<u>Reason</u>	<u>Refund</u>
360 Stratford Heights Assoc. 369 East 62 nd St New York, NY 10023-7755	12-129	\$11,639.11
New Colony Diner of Bpt. 2321 Main Street Bridgeport Ct 06606	12-129	\$30,617.03

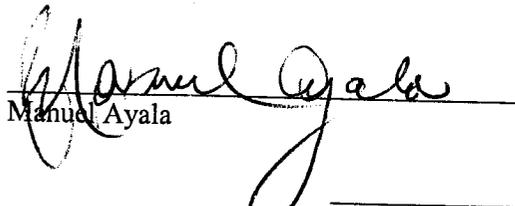
RESPECTFULLY SUBMITTED,
THE COMMITTEE ON MISCELLANEOUS MATTERS

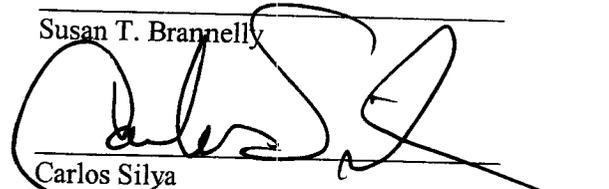

Amy Marie Vizzo-Papiccia, Co-Chair

Warren Blunt, Co-Chair


Denese Taylor-Moye

Susan T. Brannelly


Manuel Ayala


Carlos Silva

Robert Walsh

Council Date: **January 19, 2010 (OFF THE FLOOR)**

09-09

Appointment of Osman Shabazz (D) to Board of
Assessment Appeals.

Report
of
Committee
on
Miscellaneous Matters

Submitted:

Adopted: January 19, 2010 (OFF THE FLOOR)

Attest: _____


City Clerk

Approved _____

Mayor



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:

09-09

RESOLVED, That the following named individual be, and hereby is, appointed to the ~~Board of Assessment Appeals~~ in the City of Bridgeport and that said appointment, be and hereby is, approved, ratified and confirmed.

NAME

TERM EXPIRES

Osman Shabazz (D)
145 Laurel Place
Bridgeport, CT 06604

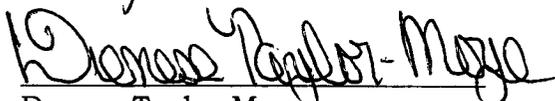
December 31, 2011

Amended on January 19, 2010 OFF THE FLOOR to ENERGY IMPROVEMENT DISTRICT

RESPECTFULLY SUBMITTED,
THE COMMITTEE ON MISCELLANEOUS MATTERS

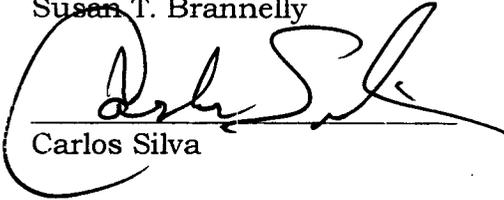

Amy Marie Vizzo-Paniccia, Co-Chair

Warren Blunt, Co-Chair


Denese Taylor-Moye

Susan T. Brannelly


Manuel Ayala


Carlos Silva

Robert Walsh

Council Date: **January 19, 2010 (OFF THE FLOOR)**

20-09

Approval of conveyance of properties located at 354 and 368 Main Street (aka Little Liberia by the City of Bridgeport to The Mary and Eliza Freeman Center for History and Community, Inc. (FreemanCenter)

**Report
of
Committee
on**

Miscellaneous Matters

Submitted:

Adopted: January 19, 2010 (OFF THE FLOOR)

Attest:



City Clerk

Approved

Mayor



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:

20-09

Resolved, that resolution #20-09 as proposed concerning the conveyance of properties located at 354 and 368 Main Street (aka Little Liberia) by the City of Bridgeport to The Mary and Eliza Freeman Center for History and Community, Inc. ("Freeman Center") be, and it hereby is, approved, ratified and confirmed.

RESPECTFULLY SUBMITTED,
THE COMMITTEE ON MISCELLANEOUS MATTERS



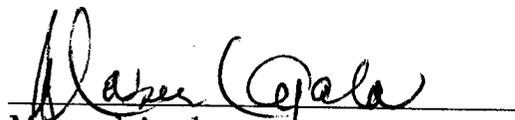
Amy Marie Vizzo Paniccia, Co-Chair

Warren Blunt, Co-Chair

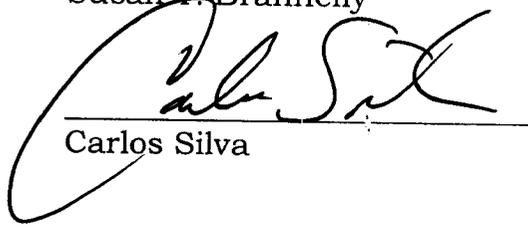


Denese Taylor-Moye

Susan T. Brannelly



Manuel Ayala



Carlos Silva

Robert Walsh

Council Date: **January 19, 2010 (OFF THE FLOOR)**