

**ADDENDUM
TO
AGENDA**

CITY COUNCIL MEETING

MONDAY, JUNE 5, 2017

7:00 p.m.

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

ADDED:

COMMUNICATIONS TO BE REFERRED TO COMMITTEES:

- 84-16** Communication from Tax Collector re: Municipal Suspense Tax Book, referred to Budget and Appropriations Committee.
- 85-16** Communication from City Attorney re: Proposed Settlement of Pending Litigation with MTM Family Limited Partnership, referred to Miscellaneous Matters Committee.

AGENDA

CITY COUNCIL MEETING

MONDAY, JUNE 5, 2017

7:00 P.M.

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

Prayer

Pledge of Allegiance

Roll Call

Presentation(s) by “Junior City Council Program” Participants regarding their experiences learning about Government and Public Office followed by the awarding of Certificates of Achievement.

City Council Citation(s): In Recognition of My Brother’s Keeper “Agents of Change” Leadership and Violence Prevention Program Graduates.

MINUTES FOR APPROVAL:

Approval of City Council Minutes: May 1, 2017 and May 8, 2017 (Special Meeting)

COMMUNICATIONS TO BE REFERRED TO COMMITTEES:

- 81-16** Communication from Labor Relations and Benefits Administration re: Proposed Agreement regarding the Certificate of Insurance with The Hartford Life and Accident Insurance Company for Short Term and Long Term Disability Benefits for the period of August 1, 2017 – July 31, 2019, referred to Contracts Committee.
- 82-16** Communication from City Attorney re: Twenty Day Notice to Settle Pending Litigation Pursuant to Municipal Code Section 2.10.130 with Jesse Hampton, **ACCEPTED AND MADE PART OF THE RECORD.**
- 83-16** Communication from City Attorney re: Twenty Day Notice to Settle Pending Litigation Pursuant to Municipal Code Section 2.10.130 with Carlos Baez, **ACCEPTED AND MADE PART OF THE RECORD.**

MATTERS TO BE ACTED UPON (CONSENT CALENDAR):

- *71-16** Ordinance Committee Report re: Amendment to the Municipal Code of Ordinances, Chapter 2.02 – Administrative Regulations Generally, amend to add new Section 2.02.080 – Residency reporting of all municipal elected officials, board and commission members.
- *55-16** Economic and Community Development and Environment Committee Report re: Grant Submission: State of Connecticut Department of Transportation, Federal Transit Administration Section 5310 Program – Bus Purchase (Project #17230).

MATTERS TO BE ACTED UPON (CONSENT CALENDAR) CONTINUED:

- *64-16** Economic and Community Development and Environment Committee Report re: Grant Submission: Department of Housing and Urban Development (HUD) Lead-Based Paint Hazard Control Program (Project #18372).
- *65-16** Economic and Community Development and Environment Committee Report re: 2017 Neighborhood Assistance Act Program.
- *70-16** Economic and Community Development and Environment Committee Report re: (Ref. #119-15) Resolution Authorizing the Renewal of Rental Space for the Downtown Design Center as part of the Federal Coastal Resiliency Projects – 7 Middle Street.
- *74-16** Economic and Community Development and Environment Committee Report re: Grant Submission: Southwestern Connecticut Agency on Aging (SWCAA) Title III Funding Older Americans Act Grant Program – Bridgeport Senior Center Recreation Activities Program (Project #18533).
- *75-16** Economic and Community Development and Environment Committee Report re: Grant Submission: Southwestern Connecticut Agency on Aging (SWCAA) Title III Funding Older Americans Act Grant Program – Elderly Hispanic Program (Project #18270).
- *76-16** Economic and Community Development and Environment Committee Report re: Grant Submission: Connecticut State Library FY 2018 Targeted Grant for Historic Documents Preservation Program (Project #18213).
- *84-15** Miscellaneous Matters Committee Report re: Appointment of Kristen Alvanson (D) to the Stratfield Historic District Commission.
- *78-16** Miscellaneous Matters Committee Report re: Resolution regarding the 2017-2018 Citizen’s Union Participation Plan.
- *79-16** Miscellaneous Matters Committee Report re: Workers’ Compensation Stipulation with Aida Remele.

THE FOLLOWING NAMED PERSON HAS REQUESTED PERMISSION TO ADDRESS THE CITY COUNCIL ON MONDAY, JUNE 5, 2017 AT 6:30 P.M., IN THE CITY COUNCIL CHAMBERS, CITY HALL, 45 LYON TERRACE, BRIDGEPORT, CT.

NAME	SUBJECT
Cecil C. Young 99 Carroll Avenue Bridgeport, CT 06607	Unjust termination.
Luis Luna Make the Road CT 850 State Street Bridgeport, CT 06604	Sanctuary City Resolution.
John Marshall Lee 30 Beacon Street Bridgeport, CT 06605	Bridgeport – Fiscal Issues.
Maria Pereira, BOE Member Board of Education 45 Lyon Terrace Bridgeport, CT 06604	Budget and Classical Studies Academy.
Sauda Baraka, BOE Member 85 Pinepoint Dr. Bridgeport, CT 06606	Capital Budget for BOE – Purchase of Jewett Center and Bridgeport BOE Budget.
Howard Gardner, BOE Member 25 Cartright Street, Unit 8G Bridgeport, CT 06604	Budget and Jewett Avenue Complex.

**CITY COUNCIL MEETING
PUBLIC SPEAKING
MONDAY, JUNE 5, 2017
6:30 PM
City Council Chambers, City Hall
45 Lyon Terrace
Bridgeport, CT**

CALL TO ORDER

Council President McCarthy called the Public Speaking Session to order at 6:30 p.m.

City Clerk Martinez called the roll.

The following members were present:

130th District: Kathryn Bukovsky, Scott Burns
131st District: Denese Taylor-Moye, Jack O. Banta
132nd District: John Olson, M. Evette Brantley
133rd District: Thomas McCarthy
134th District: Michelle Lyons, AmyMarie Vizzo-Paniccia
135th District: Richard Salter
136th District: Jose Casco
137th District: Aidee Nieves, Milta Feliciano
138th District: Anthony Paoletto, Nessah Smith
139th District: Eneida Martinez, James Holloway

RECEIVED
CITY CLERK'S OFFICE
2017 JUN - 9 P 4: 09
ATTEST
CITY CLERK

A quorum was present. Council President McCarthy announced that Council Member Herron was home with a family member who was ill and Council Member McBride-Lee was absent due to a death in the family.

THE FOLLOWING NAMED PERSON HAS REQUESTED PERMISSION TO ADDRESS THE CITY COUNCIL ON MONDAY, JUNE 5, 2017 AT 6:30 P.M., IN THE CITY COUNCIL CHAMBERS, CITY HALL, 45 LYON TERRACE, BRIDGEPORT, CT.

NAME

SUBJECT

Cecil C. Young
99 Carroll Avenue
Bridgeport, CT 06607

Unjust termination.

Mr. Young came forward and said that Rev. Lee had taken him to court over an issue. he displayed some white piece of papers that he claimed had to do with the issue.

Mr. Young then spoke about someone who had been ill but not needed an oxygen tank for a long time, but now needs the oxygen tank 24/7. He said that this was the reason that he was involved in environmental health. He said that he believed in free speech and told the Council Members that there were handouts on their desks about this issue. He said that he was an activist helping to keep the City safe.

Mr. Young then picked up a large poster and displayed it to the audience. He said that he had spoken to Senator Gomes who is the chair of the State Labor Board about this issue and requested his help in undoing the problems this caused.

Luis Luna
Make the Road CT
850 State Street
Bridgeport, CT 06604

Sanctuary City Resolution.

Council President McCarthy called Mr. Luna three times. There was no response.

John Marshall Lee
30 Beacon Street
Bridgeport, CT 06605

Bridgeport – Fiscal Issues.

Mr. Lee came forward and read the following statement into the record:

Members of the City Council, greetings to you as you review your work before summer slowdown of the 2016-17 FY which ends in 25 days.

I know that State grants to cities and school systems have not been settled in Hartford. Hopefully that will happen soon for City taxpayers and parents.

How do you feel about current year fiscal reports? Do you realize that last year when you adopted a \$552 Million budget that despite overestimating revenues in some areas, the assumption of \$9.8 million for municipal share of sales taxes was low by almost \$7.7 Million and provides a revenue surplus projected at 10 months of almost \$700,000.

Expenses are often harder to predict but there was so much conservatism used last year, particularly regarding full time salaries and benefits that it seems there is \$3.6 Million of projected less expense in the budget.

Put the two numbers together, (and I realize that it is only a projection) and you may see a surplus of \$4.3 Million at year end. Amazing isn't it, especially when you begin to review the salary and benefit accounts. It looks like at the same time the Mayor was talking (and still is) about the cut of 100 employees, the external audit figures did not verify that number. Table 17 from the 2016 CAFR released this past spring shows a decrease of only five personnel from 1346 in 2015 to 1341 in 2016.

One can seriously guess that the actual spending assumptions for this tax year where the mil rate was raised from 42.2 to 54.37 were padded too conservatively? I wonder how taxpayers will respond to those facts, don't you?

Spending upwards of \$170 Million or more of taxpayer money for public safety while City taxpayers only contribute \$63.3 Million to our school system doesn't sit well with many folks. The BOE had to really cut people and programs this year. Approaching you for the expense of renting real estate for youth programs was a necessity. Some of you have been outraged because in your own words "we gave them \$3 Million" and want them to fund the Lighthouse program. Well the BOE operates a lean educational program in my opinion and when they saw NO revenue for the 20 year period of recreation program occupation and growth, they saw that a subsidy to a relatively wealthy (and under monitored) youth program serving 3,000 City youth at best was no longer possible. The BOE has 21,000 to educate. It is not easy. But it was necessary.

I have brought the situation of \$850,000 or more family fees to Lighthouse showing as Not Applicable in the Department budget and have asked why. There have been no suitable answers, since it is genuine revenue. Not to treat it as revenue and report it publicly is to be a poor steward. It is just one more issue I have brought to your attention where revenues are produced and not shown to taxpayers.

Please recall my two reports to you on the Print Shop. Ken Flatto has not yet found the authorization for that City Department to be doing any public business. Nor has he come back with an explanation as to how purchasing orders over a five year period showed Print Shop balancing, when purchase orders in excess of Print Shop expenses were recorded exceeding \$830,000. Aren't you anxious to restore trust and confidence in the fiscal reporting you must approve? You are running for re-election. These are serious matters to the voters even if they seem less so to you.

Thank you for listening. There are likely to be major adjustments when the State returns with revenues for the City side of the budget as well as the BOE side. The Mayor and the Council need to know more about BOE operations to lower the fear about school funding. You are on the carpet tonight for learning and becoming better stewards even at this late date. Time will tell.

Maria Pereira, BOE Member
Board of Education
45 Lyon Terrace
Bridgeport, CT 06604

Budget and Classical Studies
Academy.

Ms. Pereira came forward greeted the Council Members. She said that she would be speaking about the Classical Studies Academy and Council Member Lyons' objections to the academy. She said that in the years that the academy had been in existence, there had never been a discussion about parking or other traffic issues. She said that there were DEEP rulings over a parcel that was a toxic parcel and the emergency vehicles could not get to it. She wondered why Ms. Lyons did not express concerns about the emergency vehicles back then.

City of Bridgeport
City Council
Regular Meeting
June 5, 2017

Ms. Pereira then spoke about a recent article from the Connecticut Post and the information that was presented. She said that the cost to the parents was high and listed a number of problems they have overcome.

Sauda Baraka, BOE Member
85 Pinepoint Dr.
Bridgeport, CT 06606

Capital Budget for BOE –
Purchase of Jewett Center
and Bridgeport BOE Budget.

Ms. Baraka came forward and greeted the Council Members. She said that she was present to speak about the children and parents who were in the public schools. She asked the Council to reconsider the decision not to purchase the property on Capital Avenue for the Classical Studies Academy. It is frustrating for the BOE to have to lease property and this property would be a win/win for the district and the City. She then spoke about the area where the pick ups and drop offs could be done safely. She said that it would cost approximately \$8 million for this project and would be worth it. She repeated her request for them to reconsider their decision regarding this. Bridgeport is the most under funded city in the State and Ms. Baraka then listed the costs and allocations for the BOE. She asked the Council to consider the future of the students and the City.

Howard Gardner, BOE Member
5 Cartright Street, Unit 8G
Bridgeport, CT 06604

Budget and Jewett Avenue 2
Complex.

Mr. Gardner came forward and greeted the Council Members. He said that he knows many of the Council Members on a personal level and appreciated them as intelligent, thoughtful people. However, regarding this issue, there seems to be a disconnect. He said that the Council is showing a lack of leadership and that the Council often rubber stamps the suggestions given by the Council President.

Regarding the District budget, the Council seems to think that the BOE has enough money, but Bridgeport also has a very high level of poverty. He spoke about the paraprofessionals and guidance counselors. The Council Members need to be informed and need to do their research.

Mr. Gardner going to set the record straight about the \$3.1 million dollars. he said that the budget was filled with smoke and mirrors. The City just moved some allocation from the City side to the BOE. He said that Mr. Lee's red boots were actually black boots.

Mr. Gardner then challenged the Council President to have the Executive branch of the administration to come to the table to discuss a possible solution.

Council Member Brantley joined the meeting at 7:06 p.m.

Alberto Benajel
Bridgeport, CT

Mr. Benajel came forward and greeted the Council Members. He said that all that he is hearing is a shame because everyone should be thinking about the children and the City. He repeated this statement twice. Mr. Benajel then named a number of Council Members who were Latino and said that he appreciated everything they do for the Latino community. It is important to keep the parents informed.

ADJOURNMENT

Council President McCarthy closed the public speaking portion of the meeting at 7:08 p.m.

Respectfully submitted,

S. L. Soltes
Telesco Secretarial Services

CITY OF BRIDGEPORT
CITY COUNCIL MEETING
MONDAY, JUNE 5, 2017

7:00 PM

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

CALL TO ORDER

Council President McCarthy called the meeting to order at 7:15 p.m.

PRAYER

Council President McCarthy requested that Council Member Taylor-Moye lead those present in prayer.

PLEDGE OF ALLEGIANCE

Council President McCarthy then requested all the Junior Council Members to lead those present in reciting the Pledge of Allegiance.

City Clerk Lydia Martinez called the roll.

The following members were present:

130th District: Kathryn Bukovsky, Scott Burns
131st District: Denese Taylor-Moye, Jack O. Banta
132nd District: John Olson, M. Evette Brantley
133rd District: Thomas McCarthy
134th District: Michelle Lyons, AmyMarie Vizzo-Paniccia
135th District: Richard Salter
136th District: Jose Casco
137th District: Aidee Nieves, Milta Feliciano
138th District: Anthony Paoletto, Nessah Smith
139th District: Eneida Martinez, James Holloway

A quorum was present. Council President McCarthy announced that Council Member Herron was home with a family member who was ill and Council Member McBride-Lee was absent due to a death in the family.

Council Member Martinez said that she would like a point of personal privilege to address the fact that there were audio recordings being made while speakers were making personal attacks against Council Members.

Council Member Martinez also said that at Harding there were numerous issues such as holes in the walls and other problems which is why they were thinking about dealing with that first rather than the Classical Studies Academy. She said that there appears to be a control issue in the BOE.

Council Member Lyons said that she would like to thank Council Member Martinez for her support. She then thanked the support of her district regarding this decision.

Council Member Brantley gave a shout out for the anti-gun violence rally this past week-end, There was a wonderful job done about addressing the gun violence. There was a circle of love and the children were out at the rally. It is important to let the young people know there is an epidemic in the City and there are alternatives to the violence.

Council Member Feliciano said that she would like to speak on behalf of George Cruz and others about the anti-gun violence march this past weekend. It was very well attended and hopefully in the future there will be more organizations like this in the future. She thanked the City Council Members who were able to attend.

Council Member Olson then spoke about the educational issues with the schools. He said that the calls he has received is a sad reflection of the poor relationship that exists between the BOE and the administration.

Council President McCarthy said that he just wanted to clarify that the \$3.1 million for the BOE was in addition to the \$4 million for the BOE that the Council Members had to extract from the budget. Hundreds of thousands of dollars were cut from other areas to fill the hole.

Presentation(s) by “Junior City Council Program” Participants regarding their experiences learning about Government and Public Office followed by the awarding of Certificates of Achievement.

Council President McCarthy requested that the students who had participated in the Junior Council Member program come forward. As the students were assembling, Council President McCarthy commented that these students had done a terrific job. When the program started, many of the students did not show up for the Council meetings, but this particular group of students had shown up for the meetings, asked questions and listened carefully.

130th District: Daniel Bukovsky, Adian Smith

131st District: Jade Hines, Susana Franco

132nd District: Yulette Woods, Brianna Wray

133rd District: Sadira Plummer, Brianna Davis

134th District: Alyssa Rodriguez, Jose Cruz

135th District: Tairique Soares, Amaya Rodriguez, Fernando Mitre

136th District: Amanda Richards, Zhiwi Liang

137th District: Miranda Nthala, Nicholas Maldonado

138th District: Jalen Crawley, Ashawnie Powell
139th District: Briana Serrano, Alejandro Serrano

Council President McCarthy then presented each one of the Junior Council Members with Certificates of Achievement with the exception of one of the Junior Council Members. Council Member Bukovsky then presented her son, Daniel Bukovsky, with his certificate.

City Council Citation(s): In Recognition of My Brother's Keeper "Agents of Change" Leadership and Violence Prevention Program Graduates.

Council President McCarthy then called the representatives from "My Brother's Keeper" forward. He then spoke about how this group has been the solution for those youth who are facing the decisions every single day. Two groups have graduated from this organization. These are Bridgeport youth who have said "No" to the wrong path and "Yes" to the right path.

Council President McCarthy then presented the representatives from "My Brother's Keeper" with City Council Citations. Three of the participants then came forward and spoke about how the program had affected them in a positive way.

MINUTES FOR APPROVAL.

Approval of City Council Minutes: May 1, 2017 and May 8, 2017 (Special Meeting)

**** COUNCIL MEMBER PAOLETTO MOVED TO APPROVE THE CITY COUNCIL MINUTES FOR MAY 1, 2017 REGULAR MEETING AND MAY 8, 2017 SPECIAL MEETING.**

**** COUNCIL MEMBER FELICIANO SECONDED.**

The following addition was noted for the May 1, 2017 Regular Meeting Minutes:

Page 16, following paragraph 3, please insert the following text:

"Council Member Smith requested a moment of silence for Jamie R. Butler, 72, who passed away recently."

**** THE MOTION TO APPROVE THE CITY COUNCIL MINUTES FOR MAY 1, 2017 REGULAR MEETING AND MAY 8, 2017 SPECIAL MEETING AS AMENDED PASSED UNANIMOUSLY.**

COMMUNICATIONS TO BE REFERRED TO COMMITTEES:

**** COUNCIL MEMBER PAOLETTO MOVED TO APPROVE THE FOLLOWING ITEMS:**

81-16 COMMUNICATION FROM LABOR RELATIONS AND BENEFITS ADMINISTRATION RE: PROPOSED AGREEMENT REGARDING THE CERTIFICATE OF INSURANCE WITH THE HARTFORD LIFE AND

ACCIDENT INSURANCE COMPANY FOR SHORT TERM AND LONG TERM DISABILITY BENEFITS FOR THE PERIOD OF AUGUST 1, 2017 – JULY 31, 2019, REFERRED TO CONTRACTS COMMITTEE.

82-16 COMMUNICATION FROM CITY ATTORNEY RE: TWENTY DAY NOTICE TO SETTLE PENDING LITIGATION PURSUANT TO MUNICIPAL CODE SECTION 2.10.130 WITH JESSE HAMPTON, ACCEPTED AND MADE PART OF THE RECORD.

83-16 COMMUNICATION FROM CITY ATTORNEY RE: TWENTY DAY NOTICE TO SETTLE PENDING LITIGATION PURSUANT TO MUNICIPAL CODE SECTION 2.10.130 WITH CARLOS BAEZ, ACCEPTED AND MADE PART OF THE RECORD.

84-16 COMMUNICATION FROM TAX COLLECTOR RE: MUNICIPAL SUSPENSE TAX BOOK, REFERRED TO BUDGET AND APPROPRIATIONS COMMITTEE.

85-16 COMMUNICATION FROM CITY ATTORNEY RE: PROPOSED SETTLEMENT OF PENDING LITIGATION WITH MTM FAMILY LIMITED PARTNERSHIP, REFERRED TO MISCELLANEOUS MATTERS COMMITTEE.

**** COUNCIL MEMBER BRANTLEY SECONDED.**

**** THE MOTION PASSED UNANIMOUSLY.**

MATTERS TO BE ACTED UPON (CONSENT CALENDAR) CONTINUED:

***71-16 Ordinance Committee Report re: Amendment to the Municipal Code of Ordinances, Chapter 2.02 – Administrative Regulations Generally, amend to add new Section 2.02.080 – Residency reporting of all municipal elected officials, board and commission members.**

***55-16 Economic and Community Development and Environment Committee Report re: Grant Submission: State of Connecticut Department of Transportation, Federal Transit Administration Section 5310 Program – Bus Purchase (Project #17230).**

***64-16 Economic and Community Development and Environment Committee Report re: Grant Submission: Department of Housing and Urban Development (HUD) Lead-Based Paint Hazard Control Program (Project #18372).**

***65-16 Economic and Community Development and Environment Committee Report re: 2017 Neighborhood Assistance Act Program.**

***70-16 Economic and Community Development and Environment Committee Report re: (Ref. #119-15) Resolution Authorizing the Renewal of Rental Space for the**

Downtown Design Center as part of the Federal Coastal Resiliency Projects – 7 Middle Street.

***74-16 Economic and Community Development and Environment Committee Report re: Grant Submission: Southwestern Connecticut Agency on Aging (SWCAA) Title III Funding Older Americans Act Grant Program – Bridgeport Senior Center Recreation Activities Program (Project #18533).**

***75-16 Economic and Community Development and Environment Committee Report re: Grant Submission: Southwestern Connecticut Agency on Aging (SWCAA) Title III Funding Older Americans Act Grant Program – Elderly Hispanic Program (Project #18270).**

***76-16 Economic and Community Development and Environment Committee Report re: Grant Submission: Connecticut State Library FY 2018 Targeted Grant for Historic Documents Preservation Program (Project #18213).**

***84-15 Miscellaneous Matters Committee Report re: Appointment of Kristen Alvanson (D) to the Stratfield Historic District Commission.**

***78-16 Miscellaneous Matters Committee Report re: Resolution regarding the 2017-2018 Citizen's Union Participation Plan.**

***79-16 Miscellaneous Matters Committee Report re: Workers' Compensation Stipulation with Aida Remele.**

Council President McCarthy asked if there was any Council Member who would like to remove an item from the Consent Calendar. Council Member Martinez requested Agenda Items 71-16 be removed from the Consent Calendar. Council President McCarthy requested that the City Clerk read the remaining Consent Calendar items into the record.

**** COUNCIL MEMBER PAOLETTO MOVED THE FOLLOWING ITEMS ON THE CONSENT CALENDAR:**

***55-16 ECONOMIC AND COMMUNITY DEVELOPMENT AND ENVIRONMENT COMMITTEE REPORT RE: GRANT SUBMISSION: STATE OF CONNECTICUT DEPARTMENT OF TRANSPORTATION, FEDERAL TRANSIT ADMINISTRATION SECTION 5310 PROGRAM – BUS PURCHASE (PROJECT #17230).**

***64-16 ECONOMIC AND COMMUNITY DEVELOPMENT AND ENVIRONMENT COMMITTEE REPORT RE: GRANT SUBMISSION: DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD) LEAD-BASED PAINT HAZARD CONTROL PROGRAM (PROJECT #18372).**

***65-16 ECONOMIC AND COMMUNITY DEVELOPMENT AND ENVIRONMENT COMMITTEE REPORT RE: 2017 NEIGHBORHOOD ASSISTANCE ACT PROGRAM.**

***70-16 ECONOMIC AND COMMUNITY DEVELOPMENT AND ENVIRONMENT COMMITTEE REPORT RE: (REF. #119-15) RESOLUTION AUTHORIZING THE RENEWAL OF RENTAL SPACE FOR THE DOWNTOWN DESIGN CENTER AS PART OF THE FEDERAL COASTAL RESILIENCY PROJECTS – 7 MIDDLE STREET.**

***74-16 ECONOMIC AND COMMUNITY DEVELOPMENT AND ENVIRONMENT COMMITTEE REPORT RE: GRANT SUBMISSION: SOUTHWESTERN CONNECTICUT AGENCY ON AGING (SWCAA) TITLE III FUNDING OLDER AMERICANS ACT GRANT PROGRAM – BRIDGEPORT SENIOR CENTER RECREATION ACTIVITIES PROGRAM (PROJECT #18533).**

***75-16 ECONOMIC AND COMMUNITY DEVELOPMENT AND ENVIRONMENT COMMITTEE REPORT RE: GRANT SUBMISSION: SOUTHWESTERN CONNECTICUT AGENCY ON AGING (SWCAA) TITLE III FUNDING OLDER AMERICANS ACT GRANT PROGRAM – ELDERLY HISPANIC PROGRAM (PROJECT #18270).**

***76-16 ECONOMIC AND COMMUNITY DEVELOPMENT AND ENVIRONMENT COMMITTEE REPORT RE: GRANT SUBMISSION: CONNECTICUT STATE LIBRARY FY 2018 TARGETED GRANT FOR HISTORIC DOCUMENTS PRESERVATION PROGRAM (PROJECT #18213).**

***84-15 MISCELLANEOUS MATTERS COMMITTEE REPORT RE: APPOINTMENT OF KRISTEN ALVANSON (D) TO THE STRATFIELD HISTORIC DISTRICT COMMISSION.**

***78-16 MISCELLANEOUS MATTERS COMMITTEE REPORT RE: RESOLUTION REGARDING THE 2017-2018 CITIZEN'S UNION PARTICIPATION PLAN.**

***79-16 MISCELLANEOUS MATTERS COMMITTEE REPORT RE: WORKERS' COMPENSATION STIPULATION WITH AIDA REMELE.**

**** COUNCIL MEMBER BRANTLEY SECONDED.**

**** THE MOTION PASSED UNANIMOUSLY.**

***71-16 Ordinance Committee Report re: Amendment to the Municipal Code of Ordinances, Chapter 2.02 – Administrative Regulations Generally, amend to add new Section 2.02.080 – Residency reporting of all municipal elected officials, board and commission members.**

Council Member Martinez said that she would like to refer the item back to the committee and allow the public to have some input on this matter.

**** COUNCIL MEMBER MARTINEZ MOVED TO SEND AGENDA ITEM 71-16 ORDINANCE COMMITTEE REPORT RE: AMENDMENT TO THE MUNICIPAL CODE OF ORDINANCES, CHAPTER 2.02 – ADMINISTRATIVE REGULATIONS GENERALLY, AMEND TO ADD NEW SECTION 2.02.080 – RESIDENCY REPORTING OF ALL MUNICIPAL ELECTED OFFICIALS, BOARD AND COMMISSION MEMBERS BACK TO COMMITTEE FOR FURTHER CONSIDERATION.**

**** COUNCIL MEMBER BUKOVSKY SECONDED.**

Council Member Olson asked why. Council Member Martinez replied that the Council Members would have some time to read the full amendment and also hear from the public.

**** THE MOTION TO APPROVE SENDING AGENDA ITEM 71-16 ORDINANCE COMMITTEE REPORT RE: AMENDMENT TO THE MUNICIPAL CODE OF ORDINANCES, CHAPTER 2.02 – ADMINISTRATIVE REGULATIONS GENERALLY, AMEND TO ADD NEW SECTION 2.02.080 – RESIDENCY REPORTING OF ALL MUNICIPAL ELECTED OFFICIALS, BOARD AND COMMISSION MEMBERS BACK TO COMMITTEE FOR FURTHER CONSIDERATION PASSED WITH FOURTEEN (14) IN FAVOR (BUKOVSKY, BURNS, BANTA, TAYLOR-MOYE, BRANTLEY, MCCARTHY, LYONS, VIZZO-PANICCA, SALTER, CASCO, NIEVES, FELICIANO, SMITH AND MARTINEZ) AND TWO (2) OPPOSED (OLSON AND PAOLETTO).**

Council President McCarthy announced the time and date that the Fire Chief Thode would be swearing in the new class of Firefighters.

Council President McCarthy also gave the time and date be a meeting about community dialogue.

Council Member Brantley asked if everyone had been contacted about the meetings. Council President McCarthy said that notifications had been sent out. Council Member Feliciano asked about this and said that an email had been sent out to the Council Members advising them to advertise it on social media. A brief discussion followed.

ADJOURNMENT

**** COUNCIL MEMBER PAOLETTO MOVED TO ADJOURN.**

**** COUNCIL MEMBER FELICIANO SECONDED.**

**** THE MOTION TO ADJOURN PASSED UNANIMOUSLY.**

The meeting adjourned at 8:12 p.m.

Respectfully submitted,

S. L. Soltes
Telesco Secretarial Services



City of Bridgeport
Labor Relations and Benefits Administration

45 Lyon Terrace
Bridgeport, Connecticut 06604
Telephone 203-576-7843

Joseph P. Ganim
Mayor

Janene Hawkins
Director

Richard D. Weiner
Benefits Manager

COMM. #81-16 Ref'd to Contracts Committee on 06/05/2017.

May 25, 2017

Honorable Lydia Martinez
City Clerk
City of Bridgeport
45 Lyon Terrace
Bridgeport, CT 06604

Dear Madam Clerk:

Attached please find thirteen copies of the sample Certificate of Insurance for Short Term and Long Term Disability Benefits including the actual rate proposal from the Hartford Life and Accident Insurance Company for the City of Bridgeport.

The rate guarantee from The Hartford is from August 1, 2017 through July 31, 2019.

I respectfully request that these documents be referred to the Contracts Committee at the Council meeting of June 5, 2017.

Sincerely,

Richard D. Weiner
Benefits Manager

RECEIVED
CITY CLERK'S OFFICE
2017 MAY 26 A 11:49
ATTEST
CITY CLERK

The Hartford Group Benefits

2011 SAMPLE CONTRACT



DISABILITY INSURANCE

Group Benefits Short Term Disability Standard Version



**THE
HARTFORD**

Employee Benefits

5327 NS 08/14 © 2014 The Hartford Financial Services Group, Inc. All rights reserved.

Prepare. Protect. Prevail. With The Hartford.SM

City of Bridgeport

Short Term Disability

Class Description(s):

All Full-time Active Employees who are Non Union Civil Service Employees and Teamster Local 91

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
Minimum Weekly Benefit	Flat \$25
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	Non-Contributory
Initial Rate Guarantee Period	2 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	78	\$0.385 Per \$10 Of Weekly Benefit	63,492.57	\$2,444.46



Group Disability Income Insurance



HARTFORD LIFE AND ACCIDENT INSURANCE COMPANY

One Hartford Plaza
Hartford, Connecticut 06155
(A stock insurance company)

CERTIFICATE OF INSURANCE

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-999999
Policy Effective Date: April 1, 2016
Policy Anniversary Date: April 1, 2017

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

Lisa Levin, Secretary

Michael Concannon, 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.

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

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SCHEDULE OF INSURANCE

- | | |
|--|--|
| <p>The Schedule of Insurance specifications will be tailored to the Employer's requirements.</p> | <p>▶ The Policy of short term Disability insurance provides You with short term income protection if You become Disabled from a covered Injury, Sickness, or pregnancy.</p> |
| <p>Contributory or non-contributory coverage is available.</p> | <p>▶ Cost of Coverage:
You must / do not contribute toward the cost of coverage</p> |
| <p>Included when there is contributory coverage.</p> | <p>▶ Disclosure of Fees:
We may reduce or adjust premiums, rates, fees and/or other expenses for programs under The Policy.</p> |
| <p>Included when there is contributory coverage.</p> | <p>▶ Disclosure of Services:
In addition to the insurance coverage, We may offer noninsurance benefits and services to Active Employees.</p> |
| <p>A person's class determines the benefits for which he or she is eligible.</p> | <p>▶ 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.</p> <p style="padding-left: 40px;">Full-time Employment: at least 30 hours weekly</p> |
| <p>Included if the Employer offers an Annual Enrollment Period.</p> | <p>▶ Annual Enrollment Period: as determined by Your Employer on a yearly basis</p> |
| <p>A variety of options are available.</p> | <p>▶ Eligibility Waiting Period for Coverage:</p> <ol style="list-style-type: none"> 1) None - if You are working for the Employer on the Policy Effective Date; or 2) 60 day(s) - if You start working for the Employer after the Policy Effective Date. <p style="padding-left: 20px;">The time period(s) referenced above are continuous.</p> |
| <p>Previous service with the Employer may be used to reduce the waiting period for coverage.</p> | <p>▶ The time period(s) referenced above are continuous. Eligibility Waiting Period for Coverage will be reduced by the period of time You were a Full-time Active Employee with the Employer under the Prior Policy.</p> |
| <p>A typical plan design is 8th day Injury/8th day Sickness, but many options are available.</p> | <p>▶ Benefits Commence:</p> <ol style="list-style-type: none"> 1) for Disability caused by Injury: on the 8th day of Total Disability or Disabled and Working; 2) for Disability caused by Sickness: on the 8th day of Total Disability or Disabled and Working. |
| <p>Optional First Day Hospital Benefit. A Benefit that includes first day outpatient surgery is also available to keep pace with today's changing medical environment.</p> | <p>▶ For hospital confinements of 24 hours or more, or for an Outpatient Surgical Procedure which necessitates a Total Disability period or a Disabled and Working Disability period of 24 hours or more after surgery, benefits commence:</p> <ol style="list-style-type: none"> 1) on the first day of hospital confinement; or 2) on the date of the Outpatient Surgical Procedure. |
| <p>Benefits are available on a percent of earnings or as a flat dollar amount.</p> <p style="padding-left: 20px;">Core/Buy-up options are also available.</p> | <p>▶ Weekly Benefit:
The lesser of:</p> <ol style="list-style-type: none"> 1) 60% of Your Pre-disability Earnings; or 2) \$500, <p style="padding-left: 20px;">reduced by Other Income Benefits.</p> |

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The optional Minimum Weekly Benefit is recommended for contributory plans.

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.

▶ **Minimum Weekly Benefit:**

\$25

▶ **Maximum Duration of Benefits Payable:**

- 1) if Your Disability is the result of a Pre-existing Condition: 4 week(s) if caused by Injury or Sickness; otherwise
- 2) 26 week(s) if caused by Injury; or
- 3) 26 week(s) if caused by Sickness.

Additional Benefits:

Disabled and Working Benefit

see benefit

Rehabilitative Employment Benefit

see 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 on which 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.

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Applies to late entrants.

► **Evidence of Insurability:** *What is Evidence of Insurability and what happens if Evidence of Insurability is not satisfactory to Us?*
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, if requested;
- 3) attending Physicians' statements; and
- 4) any additional information We may require.

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

If Your Evidence of Insurability is not satisfactory to Us:

- 1) Your Monthly Benefit will equal the amount for which You were eligible without providing Evidence of Insurability, provided You enrolled within 31 days of the date You were first eligible to enroll; and
- 2) You will not be covered under The Policy if You enrolled more than 31 days after the date You were first eligible to enroll.

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 or domestic partner 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?*

Your coverage will start:

- 1) for benefit amounts not requiring Evidence of Insurability, on the date You become eligible; or
- 2) for benefit amounts requiring Evidence of Insurability, on the date We approve such evidence.

Applies to contributory plans.

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

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;

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- 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.

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

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<p>Coverage will terminate unless it is continued in accordance with a Continuation Provision.</p>	<p>►</p>	<p>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.</p> <p>Termination: <i>When will my coverage end?</i> Your coverage will end on the earliest of the following:</p> <ol style="list-style-type: none"> 1) the date The Policy terminates; 2) the date The Policy no longer insures Your class; 3) the date 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; or 6) the date You cease to be a Full-time Active Employee in an eligible class for any reason; <p>unless continued in accordance with any of the Continuation Provisions.</p>
<p>Continuation Provisions allow an Employer to extend coverage beyond the date when it would have terminated.</p>	<p>►</p>	<p>Continuation Provisions: <i>Can my coverage be continued beyond the date it would otherwise terminate?</i> 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:</p> <ol style="list-style-type: none"> 1) is subject to any reductions in The Policy; 2) is subject to payment of premium by the Employer; and 3) terminates if: <ol style="list-style-type: none"> a) The Policy terminates; or b) coverage for Your class terminates.
<p>Coverage under the Continuation Provisions requires payment of premium. If premium payment ceases or the Policy terminates, coverage ends.</p>	<p>►</p>	<p>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:</p>
<p>Continuation of coverage for FML. Additional continuation options are available to accommodate lay-off, leave of absence or other non-FML leaves.</p>	<p>►</p>	<p>Family and 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 26 weeks if You qualify for Family Military Leave, 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.</p>
<p>Coverage will continue during the period of time that an insured is receiving short term Disability benefits if premium continues to be paid.</p>	<p>►</p>	<p>Coverage while Disabled: <i>Does my insurance continue while I am Disabled and no longer an Active Employee?</i> If You are Disabled and You cease to be an Active Employee, Your insurance will be continued:</p> <ol style="list-style-type: none"> 1) while You remain Disabled; and 2) until the end of the period for which You are entitled to receive short term Disability Benefits; <p>provided premiums for Your coverage continued to be paid.</p> <p>After short term Disability Benefit payments have ceased, Your insurance will be reinstated, provided:</p> <ol style="list-style-type: none"> 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 3) the premiums for You were paid during Your Disability, and continue to be paid.

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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.

BENEFITS

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.

► **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
- 2) any income received from the Employer for the period You are Disabled.

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.

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.

► **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 calendar 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 Limitations 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 are equal to or greater than 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.

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.

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

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

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

Where

A = Your Weekly Pre-disability Earnings.

B = Your Current Weekly Earnings.

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

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

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

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.

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 any Rehabilitative Employment You participate in while benefits are being paid under The Policy.

If You remain Totally Disabled or Disabled and Working after a period of Rehabilitative Employment, You may continue to receive benefits under the Total

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Disability Benefit or Disabled and Working Benefit, 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; or
- 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;
- 7) sustained as a result of doing any work for pay or profit for another employer, including self-employment.

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

Included if there is a prior carrier. ►

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

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

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

Optional Pre-existing Condition Limitation. ►

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

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

We will only 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 up to 4 week(s), unless, at the time You become Disabled:

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

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

Pre-existing Condition means:

- 1) any Injury, Sickness, Mental Illness, pregnancy, or episode of Substance Abuse; or
- 2) any manifestations, symptoms, 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 consecutive day(s) 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.

Treatment includes but is not limited to:

- 1) medical examinations, tests, attendance or observation; and
- 2) use of drugs, medicines, medical services, supplies or equipment.

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

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. Failure to give notice within such time shall not invalidate or reduce any claim if it shall be shown not to have been reasonably possible to give such notice and that notice was given as soon as was reasonably possible. 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;
- 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.

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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 days following the completion of the Benefits Commence period. If proof is not given by the time it is due, it will not affect the claim if:

- 1) it was not reasonably possible to give proof within the required time; and
- 2) proof is given as soon as reasonably 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, as reasonably required. 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 may be subject to interest payments as required by applicable law.

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.

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
- 4) provide an explanation of the review procedure.

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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.

Social Security: *When must I apply for Social Security Benefits?*

You must apply for Social Security disability benefits when the length of Your Disability meets the minimum duration required to apply for such benefits. You must apply within 45 days from the date of Our request. If the Social Security Administration denies Your eligibility for benefits, You will be required:

- 1) to follow the process established by the Social Security Administration to reconsider the denial; and
- 2) if denied again, to request a hearing before an Administrative Law Judge of the Office of Hearing and Appeals.

Benefit Estimates: *How does the Company estimate Disability benefits under the United States Social Security Act?*

We reserve the right to reduce Your Weekly Benefit by estimating the Social Security disability benefits You or Your spouse and children may be eligible to receive.

When We determine that You or Your dependent may be eligible for benefits, We may estimate the amount of these benefits. We may reduce Your Weekly Benefit by the estimated amount.

Your Weekly Benefit will not be reduced by estimated Social Security disability benefits if:

- 1) You apply for Social Security disability benefits and pursue all required appeals in accordance with the Social Security provision; and
- 2) You have signed a form authorizing the Social Security Administration to release information about awards directly to Us; and
- 3) You have signed and returned Our reimbursement agreement, which confirms that You agree to repay all overpayments.

If We have reduced Your Weekly Benefit by an estimated amount and:

- 1) You or Your dependent are later awarded Social Security disability benefits, We will adjust Your Weekly Benefit when We receive proof of the amount awarded, and determine if it was higher or lower than Our estimate; or
- 2) Your application for Social Security disability benefits has been denied, We will adjust Your Weekly Benefit when You provide Us proof of final denial from which You cannot appeal from an Administrative Law Judge of the Office of Hearing and Appeals.

If Your Social Security benefits were lower than We estimated, and We owe You a refund, We will make such refund in a lump sum. If Your Social Security Benefits were higher than We estimated, and if Your Weekly Benefit has been overpaid, You must make a lump sum refund to Us equal to all overpayments, in accordance with the Overpayment Recovery provision.

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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. Payments may continue when the overpayment has been recovered;
- 3) refer Your unpaid balance to a collection agency; and
- 4) pursue and enforce all legal and equitable rights in court.

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.

► **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.

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.

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

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

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

If You recover payment from a Third Party as:

- a) a legal judgment;
- b) an arbitration award; or
- c) a settlement or otherwise;

You must reimburse Us for the lesser of:

- a) the amount of payment made or required to be made by Us; or
- b) 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.

All statements made by the Policyholder, the Employer or You under The Policy will be deemed representations and not warranties. No statement made to affect this insurance will be used in any contest unless it is in writing and a copy of it is given to the person who made it, or to his or her beneficiary or Your representative.

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).

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Physical Examinations and Autopsy: *Will I be examined during the course of my claim?*

While a claim is pending We have the right at Our expense:

- 1) to have the person who has a loss examined by a Physician when and as often as reasonably necessary; and
- 2) to make an autopsy in case of death where it is not forbidden by law.

DEFINITIONS

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

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

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

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

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

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

- 1) the 2 calendar 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 Your Employer, if less than the above period.

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

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

- 1) the 2 calendar 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 Your Employer, if less than the above period.

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

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

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

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

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

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

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

- 1) such job was offered to You by Your 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.

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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 are less than 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 workweek 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;
- 5) disability benefits under:

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- 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, 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 judgment or settlement, minus associated costs, of a claim or 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;
 - 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.

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.

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.

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.

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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 You or Related to You by blood or marriage.

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

► **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.

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

However, if You were an hourly paid Active Employee before You became Disabled, Pre-disability Earnings means the product of:

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

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

► **Prior Policy** means the short term disability insurance carried by the Policyholder 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, or Your 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.

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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.

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 20% or less of Your Pre-disability Earnings. If You are in an occupation that requires You to maintain a license, Your failure to pass a physical examination required to maintain a license to perform the duties of Your Occupation alone, does not mean that You are Disabled from Your Occupation.

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.

The Hartford® is The Hartford Financial Services Group, Inc. and its subsidiaries including issuing companies Hartford Life Insurance Company and Hartford Life and Accident Insurance Company. Home office is Hartford, CT.

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The Hartford Group Benefits

2011 SAMPLE CONTRACT



DISABILITY INSURANCE

Group Benefits Long Term Disability Standard Version



Employee Benefits

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Prepare. Protect. Prevail. With The Hartford.SM

City of Bridgeport

Long Term Disability

Class Description(s):

All Full-time Active Employees who are Non Union Civil Service Employees and Teamster Local 191
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	2 Years Own Occupation			
Earnings Loss From Day 1	Not Included			
Return To Work Incentive Applies	Yes			
Integration Method	Direct			
Social Security Offset	Family			
Pre-Existing Condition Limitation	Look-back/Insured 3/12 months			
Takeover Provision	No Loss/No Gain			
Mental Illness Limitation	24 Month Outpatient			
Substance Abuse Limitation	24 Month Outpatient			
Specified Condition Limitation	None			
Family Care Credit	Not Included			
Workplace Modification Benefit	Included			
Rehabilitation Participation Requirements	Included			
Recommended Treatment Requirements	Included			
Survivor Income Benefit Option	3 Times Last Monthly Net Benefit			
Employer Participates In Worker's Compensation	Yes			
Employee Contribution	Non-Contributory			
Participation Requirement	100% of Eligible Employees			
FICA Match Service	Included			
Initial Rate Guarantee Period	2 Years			
Rate Summary				
Coverage Category/Class	No of Lives	Rate Basis	Volume	Monthly Premium
LTD	78	\$0.285 Per \$100 Of Covered Salary	486,286.09	\$1,385.92



Group Disability Income Insurance



HARTFORD LIFE AND ACCIDENT INSURANCE COMPANY

One Hartford Plaza
Hartford, Connecticut 06155
(A stock insurance company)

The Hartford® is The Hartford Financial Services Group, Inc. and its subsidiaries.

CERTIFICATE OF INSURANCE

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: GLT-999999
Policy Effective Date: April 1, 2017
Policy Anniversary Date: April 1, 2018

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

Lisa Levin, Secretary

Michael Concannon, 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.

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SCHEDULE OF INSURANCE

- | | |
|--|---|
| <p>The Schedule of Insurance specifications will be tailored to the Employer's requirements.</p> | <p>▶ The Policy of long term Disability insurance provides You with long term income protection if You become Disabled from a covered injury, sickness or pregnancy. Please refer to Your group enrollment form to see the Option that applies to You.</p> |
| <p>Contributory or non-contributory coverage available.</p> | <p>▶ Cost of Coverage:
You are required/are not required to contribute toward the cost of coverage.</p> |
| <p>These Disclosures appear when there is contributory coverage.</p> | <p>Disclosure of Fees:
We may reduce or adjust premiums, rates, fees and/or other expenses for programs under The Policy.</p> <p>Disclosure of Services:
In addition to the insurance coverage, We may offer noninsurance benefits and services to Active Employee.</p> |
| <p>A person's class determines the benefits for which he or she is eligible.</p> | <p>▶ 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.</p> <p>Full-time Employment: at least 30 hours weekly</p> |
| <p>Included if the Employer offers an Annual Enrollment Period.</p> | <p>▶ Annual Enrollment Period: as determined by Your Employer on a yearly basis</p> |
| <p>A variety of options are available.</p> | <p>▶ Eligibility Waiting Period for Coverage:</p> <ol style="list-style-type: none"> 1) 30 day(s) - if You are working for the Employer on the Policy Effective Date, or 2) 60 day(s) - if You start working for the Employer after the Policy Effective Date. |
| <p>Previous service with the Employer may be used to reduce the waiting period for coverage.</p> | <p>▶ The time period(s) referenced above are continuous. The Eligibility Waiting Period for Coverage will be reduced by the period of time You were a Full-time Active Employee with the Employer under the Prior Policy.</p> |
| <p>Elimination Period is the later of the number of days stated or the expiration of short term disability or salary continuation.</p> | <p>▶ Elimination Period: 180 day(s)</p> <p>Maximum Monthly Benefit:
Guaranteed Issue Amount: \$2,500
Maximum Benefit Amount: \$5,000</p> |
| <p>Guaranteed Issue is available as a plan design option.</p> | <p>▶ Minimum Monthly Benefit: the greater of:</p> <ol style="list-style-type: none"> 1) \$100 or 2) 10% of the benefit based on Monthly Income Loss before the deduction of Other Income Benefits. |
| <p>May also be a flat dollar amount.</p> | <p>▶</p> |

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Benefits are based on a percentage of earnings.

Core/Buy-up options are also available.

Other ADEA benefit durations are available, including 2 year or 5 year graded.

Benefit Percentage: 60%

Maximum Duration of Benefits

Maximum Duration of Benefits Table

Age When Disabled	Benefits Payable
Prior to Age 63	To Normal Retirement Age or 42 months, if greater
Age 63	To Normal Retirement Age or 36 months, if greater
Age 64	30 months
Age 65	24 months
Age 66	21 months
Age 67	18 months
Age 68	15 months
Age 69 and over	12 months

Normal Retirement Age means the Social Security Normal Retirement Age as stated in the 1983 revision of the United States Social Security Act. It is determined by Your date of birth as follows:

Year of Birth	Normal Retirement Age
1937 or before	65
1938	65 + 2 months
1939	65 + 4 months
1940	65 + 6 months
1941	65 + 8 months
1942	65 + 10 months
1943 thru 1954	66
1955	66 + 2 months
1956	66 + 4 months
1957	66 + 6 months
1958	66 + 8 months
1959	66 + 10 months
1960 or after	67

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

Additional Benefits:

Workplace Modification Benefit

see benefit

Family Care Credit

see benefit

Survivor Income Benefit

see 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

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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 Monthly 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 and applicants for amounts of insurance above the Guaranteed Issue Amount.

► **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 Our expense. We will then determine if You are insurable under The Policy.

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 or domestic partner 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

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Applies to non-contributory coverage.

► **Effective Date:** *When does my coverage start?*
Your coverage will start on the date You become eligible.

Applies to contributory coverage.

► **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.

#4 is included with contributory coverage and cafeteria plans.

If an employee is on an approved leave, other than a medical leave, or on a paid vacation day or other approved paid day off, the Deferred Effective Date will not apply.

► **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.

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.

Applies when more than one benefit level is available, such as in a core

► *Do coverage amounts change if there is a change in my class or my rate of pay?*
Your coverage may increase or decrease on the date there is a change in Your class

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buy-up plan.

or Pre-disability Earnings. However, no increase in coverage will be effective unless on that date You:

- 1) are an Active Employee; and
- 2) are not absent from work due to being Disabled. If You were so absent from work, the effective date of such increase will be deferred until You are Actively at Work for one full day.

No change in Your Pre-disability Earnings will become effective until the date We receive notice of the change.

What happens if the Employer changes The Policy?

Any increase or decrease in coverage because of a change in The Policy will become effective on the date of the change, subject to the following provisions:

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

Employees will not ordinarily lose coverage due to a 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 Monthly Benefit payable for a Pre-existing Condition in accordance with the above paragraph will be the lesser of:

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

The Pre-existing Condition 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.

Do I have to satisfy an Elimination Period under The Policy if I was Disabled under the Prior Policy?

If You received monthly benefits for disability under the Prior Policy, and You returned to work as a Full time Active Employee before the Policy Effective Date, then, if within 6 months of Your return to work:

- 1) You have a recurrence of the same disability while covered under The Policy; and
- 2) there are no benefits available for the recurrence under the Prior Policy; the Elimination Period which would otherwise apply will be waived if the recurrence would have been covered without any further elimination period under the Prior Policy.

Coverage will terminate unless it is continued in accordance with a

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

Your coverage will end on the earliest of the following:

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Continuation Provision.

- 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; or
- 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.

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

► **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:

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

-
- 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; or
 - 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:

Continuation of coverage for FML. Additional continuation options may be available to accommodate lay-off, leave of absence or other non-FML leaves.

- **Family and 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 26 weeks if You qualify for Family Military Leave, 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.

Premium payment will be required until benefits become payable.

► **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) during the Elimination Period while You remain Disabled by the same Disability; and
- 2) after the Elimination Period for as long as You are entitled to benefits under The Policy.

LTD premium will be waived once the Elimination Period has been satisfied and the claimant is receiving benefits.

► **Waiver of Premium:** *Am I required to pay premiums while I am Disabled?*

No premium will be due for You:

- 1) after the Elimination Period; and
- 2) for as long as benefits are payable.

► **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.

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Optional benefit which allows the employee to convert coverage if their employment terminates for a reason other than retirement or Disability.

► **Conversion Right:** *If my coverage under The Policy ends, do I have a right to conversion?*

If Your insurance terminates because:

- 1) Your employment ends for a reason other than Your retirement; or
- 2) You are no longer in an eligible class;

and if:

- 1) You have been continuously insured for at least 12 consecutive month(s) under The Policy or under both The Policy and the Prior Policy;
- 2) a Disability is not preventing You from performing duties of Your Occupation;
- 3) The Policy has not terminated; and
- 4) You are not eligible or covered for similar benefits under another group policy;

then You are eligible to enroll for personal insurance under another group policy called the group long term disability conversion policy.

How do I convert my Coverage?

To obtain coverage under the group long term disability conversion policy, You must:

- 1) send Us a written enrollment request; and
- 2) pay the required premium and enrollment fee for the conversion policy;

within 31 days of the termination of Your insurance.

If You meet the preceding conditions, We will issue You a certificate of insurance under the group long term disability conversion policy. Such coverage will:

- 1) be issued without Evidence of Insurability;
- 2) be on one of the forms then being issued by Us for conversion purposes; and
- 3) be effective on the day following the date Your insurance under The Policy terminates.

The coverage available under the conversion policy may differ from The Policy. We will determine the terms of the group long term disability conversion policy, including:

- 1) the type and amount of coverage provided; and
- 2) the premium payable;

based on the kinds of insurance provided by the group long term disability conversion policy at the time such enrollment request is made.

BENEFITS

Benefits are paid monthly.

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

We will pay You a Monthly Benefit if You:

- 1) become Disabled while insured under The Policy;
- 2) are Disabled throughout the Elimination Period;
- 3) remain Disabled beyond the Elimination Period; and
- 4) submit Proof of Loss to Us.

Benefits accrue as of the first day after the Elimination Period and are paid monthly. However, benefits will not exceed the Maximum Duration of Benefits.

Options are available to apply a limitation just to Substance Abuse or to apply different limitation durations to either condition.

► **Mental Illness And Substance Abuse Benefits:** *Are benefits limited for Mental Illness or Substance Abuse?*

If You are Disabled because of:

- 1) Mental Illness that results from any cause;
- 2) any condition that may result from Mental Illness;
- 3) alcoholism; or
- 4) the non-medical use of narcotics, sedatives, stimulants, hallucinogens, or any other such substance;

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then, subject to all other provisions of The Policy, We will limit the Maximum Duration of Benefits.

Benefit limit does not apply while confined in a hospital or other licensed medical care facility.

- ▶ Benefits will be payable:
 - 1) for as long as you are confined in a hospital or other place licensed to provide medical care for the disabling condition; or
 - 2) if not confined, or after you are discharged and still Disabled, for a total of 24 month(s) for all such disabilities during your lifetime.

Encourages employees to return to work during the Elimination Period without fear of jeopardizing benefits. Allows a period of recovery of up to ½ the Elimination Period without restarting the Elimination Period.

- ▶ **Recurrent Disability:** *What happens if I Recover but become Disabled again?* Periods of Recovery during the Elimination Period will not interrupt the Elimination Period, if the number of days You return to work as an Active Employee are less than one-half (1/2) the number of days of Your Elimination Period.

Any day within such period of Recovery, will not count toward the Elimination Period.

Applies to return to work attempts after the Elimination Period.

- ▶ After the Elimination Period, if You return to work as an Active Employee and then become Disabled and such Disability is:
 - 1) due to the same cause; or
 - 2) due to a related cause; and
 - 3) within 6 month(s) 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 6 month(s) or more, any recurrence of a Disability will be treated as a new Disability. The new Disability is subject to a new Elimination Period and a new Maximum Duration of Benefits.

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

Recover or Recovery means that You are no longer Disabled and have returned to work with the Employer and premiums are being paid for You.

The Return to Work Incentive allows disabled employees to receive up to 100% of their pre-disability income for up to 12 months from when they first return to work.

- ▶ **Calculation of Monthly Benefit: Return to Work Incentive:** *How are my Disability benefits calculated?*

If You remain Disabled after the Elimination Period, but work while You are Disabled, We will determine Your Monthly Benefit for a period of up to 12 consecutive months as follows:

- 1) multiply Your Pre-disability Earnings by the Benefit Percentage;
- 2) compare the result with the Maximum Benefit; and
- 3) from the lesser amount, deduct Other Income Benefits.

The result is Your Monthly Benefit. Current Monthly Earnings will not be used to reduce Your Monthly Benefit. However, if the sum of Your Monthly Benefit and Your Current Monthly Earnings exceeds 100% of Your Pre-disability Earnings, We will reduce Your Monthly Benefit by the amount of excess.

The 12 consecutive month period will start on the last to occur of:

- 1) the day You first start work; or
- 2) the end of the Elimination Period.

The Monthly Income Loss formula is used when not calculating benefits under the Return to Work Incentive formula.

- ▶ If You are Disabled and not receiving benefits under the Return to Work Incentive, We will calculate Your Monthly Benefit as follows:
 - 1) multiply Your Monthly Income Loss by the Benefit Percentage;
 - 2) compare the result with the Maximum Benefit; and
 - 3) from the lesser amount, deduct Other Income Benefits.The result is Your Monthly Benefit.

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Income from all sources cannot exceed 100% of pre-disability earnings.

► **Calculation of Monthly Benefit:** *What happens if the sum of my Monthly Benefit, Current Monthly Earnings and Other Income Benefits exceeds 100% of my Pre-disability Earnings?*

If the sum of Your Monthly Benefit, Current Monthly Earnings and Other Income Benefits exceeds 100% of Your Pre-disability Earnings, We will reduce Your Monthly Benefit by the amount of the excess. However, Your Monthly Benefit will not be less than the Minimum Monthly Benefit.

If an overpayment occurs, We may recover all or any portion of the overpayment, in accordance with the Overpayment Recovery provision.

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

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

Partial Month Payment: *How is the benefit calculated for a period of less than a month?*

If a Monthly Benefit is payable for a period of less than a month, we will pay 1/30 of the Monthly Benefit for each day You were Disabled.

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 Table; or
- 8) the date Your Current Monthly Earnings:
 - a) are equal to or greater than 80% of Your Indexed Pre-disability Earnings if You are receiving benefits for being Disabled from Your Occupation; or
 - b) are greater than the lesser of the product of Your Indexed Pre-disability Earnings and the Benefit Percentage or the Maximum Monthly Benefit if You are receiving benefits for being Disabled from Any Occupation;
- 9) the date no further benefits are payable under any provision in The Policy that limits benefit duration;
- 10) the date You refuse to participate in a Rehabilitation program, or refuse to cooperate with or try:
 - a) modifications made to the work site or job process to accommodate Your identified medical limitations to enable You to perform the Essential Duties of Your Occupation;
 - b) adaptive equipment or devices designed to accommodate Your identified medical limitations to enable You to perform the Essential Duties of Your Occupation;
 - c) modifications made to the work site or job process to accommodate Your identified medical limitations to enable You to perform the Essential Duties of Any Occupation, if You were receiving benefits for being disabled from Any Occupation; or
 - d) adaptive equipment or devices designed to accommodate Your identified medical limitations to enable You to perform the Essential Duties of Any Occupation, if You were receiving benefits for being

► These provisions are designed to encourage employees to participate in and cooperate with efforts that will assist them in returning to work.

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Normally, retirement benefits are treated as an offset. # 11 is optional and allows benefits to cease upon receipt of retirement benefits from the employer.

This benefit can be used for any dependent family members, not just children, to help with expenses for their care while the disabled employee is in an approved rehabilitation program.

This optional benefit is paid to the insured person's dependents to help financially ease the transition period if the insured dies.

disabled from Any Occupation;
provided a qualified Physician or other qualified medical professional agrees that such modifications, Rehabilitation program or adaptive equipment accommodate Your medical limitation; or

- 11) the date You receive retirement benefits from any employer's Retirement Plan, unless:
- a) You were receiving them prior to becoming Disabled; or
 - b) You immediately transfer the payment to another plan qualified by the United States Internal Revenue Service for the funding of a future retirement.

Family Care Credit Benefit: *What if I must incur expenses for Family Care Services in order to participate in a Rehabilitation program?*

If You are working as part of a program of Rehabilitation, We will, for the purpose of calculating Your benefit, deduct the cost of Family Care from earnings received from work as a part of a program of Rehabilitation, subject to the following limitations:

- 1) Family Care means the care or supervision of:
 - a) Your children under age 13; or
 - b) a member of Your household who is mentally or physically handicapped and dependent upon You for support and maintenance;
- 2) the maximum monthly deduction allowed for each qualifying child or family member is:
 - a) \$350 during the first 12 months of Rehabilitation; and
 - b) \$175 thereafter;but in no event may the deduction exceed the amount of Your monthly earnings;
- 3) Family Care Credits may not exceed a total of \$2,500 during a calendar year;
- 4) the deduction will be reduced proportionally for periods of less than a month;
- 5) the charges for Family Care must be documented by a receipt from the caregiver;
- 6) the credit will cease on the first to occur of the following:
 - a) You are no longer in a Rehabilitation program; or
 - b) Family Care Credits for 24 months have been deducted during Your Disability; and
- 7) no Family Care provided by someone Related to the family member receiving the care will be eligible as a deduction under this provision.

Your Current Monthly Earnings after the deduction of Your Family Care Credit will be used to determine Your Monthly Income Loss. In no event will You be eligible to receive a Monthly Benefit under The Policy if Your Current Monthly Earnings before the deduction of the Family Care Credit exceed 80% of Your Indexed Pre-disability Earnings.

Survivor Income Benefit: *Will my survivors receive a benefit if I die while receiving Disability Benefits?*

If You were receiving a Monthly Benefit at the time of Your death, We will pay a Survivor Income Benefit, when We receive proof satisfactory to Us:

- 1) of Your death; and
- 2) that the person claiming the benefit is entitled to it.

We must receive the satisfactory proof for Survivor Income Benefits within 1 year of the date of Your death.

The Survivor Income Benefit will only be paid:

- 1) to Your Surviving Spouse; or

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2) if no Surviving Spouse, in equal shares to Your Surviving Children.
If there is no Surviving Spouse or Surviving Children, then no benefit will be paid.

However, We will first apply the Survivor Income Benefit to any overpayment which may exist on Your claim.

If a minor child is entitled to benefits, We may, at Our option, make benefit payments to the person caring for and supporting the child until a legal guardian is appointed.

The Survivor Income Benefit is calculated as 3 times the lesser of:

- 1) Your Monthly Income Loss multiplied by the Benefit Percentage in effect on the date of Your death; or
- 2) The Maximum Monthly Benefit.

Domestic Partner language may be included.

► **Surviving Spouse** means Your spouse who was not legally separated or divorced from You when You died.

"Spouse" will include Your domestic partner provided You:

- 1) have executed a domestic partner affidavit satisfactory to Us, establishing that You and Your partner are domestic partners for purposes of The Policy; or
- 2) have registered as domestic partners with a government agency or office where such registration is available and provide proof of such registration unless requiring proof is prohibited by law.

You will continue to be considered domestic partners provided You continue to meet the requirements described in the domestic partner affidavit or required by law.

Surviving Children means Your unmarried children, step children, legally adopted children who, on the date You die, are primarily dependent on You for support and maintenance and who are under age 19.

The term Surviving Children will also include any other children related to You by blood or marriage or domestic partnership and who:

- 1) lived with You in a regular parent-child relationship; and
- 2) were eligible to be claimed as dependents on Your federal income tax return for the last tax year prior to Your death.

This benefit assists employers with expenses for worksite adaptations that can help a disabled employee return to work.

► **Workplace Modification Benefit:** *Will the Rehabilitation program provide for modifications to my workplace to accommodate my return to work?*

We will reimburse Your Employer for the expense of reasonable Workplace Modifications to accommodate Your Disability and enable You to return to work as an Active Employee. You qualify for this benefit if:

- 1) Your Disability is covered by The Policy;
- 2) the Employer agrees to make modifications to the workplace in order to reasonably accommodate Your return to work and the performance of the Essential Duties of Your job; and
- 3) We approve, in writing, any proposed Workplace Modifications.

Benefits paid for such workplace modification shall not exceed \$25,000.

We have the right, at Our expense, to have You examined or evaluated by:

- 1) a Physician or other health care professional; or
- 2) a vocational expert or rehabilitation specialist;

of Our choice so that We may evaluate the appropriateness of any proposed modification.

We will reimburse the Employer's costs for approved Workplace Modifications after:

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- 1) the proposed modifications made on Your behalf are complete;
- 2) We have been provided written proof of the expenses incurred to provide such modification; and
- 3) You have returned to work as an Active Employee.

Workplace Modification means change in Your work environment, or in the way a job is performed, to allow You to perform, while Disabled, the Essential Duties of Your job. Payment of this benefit will not reduce or deny any benefit You are eligible to receive under the terms of The Policy.

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; or
- 5) caused or contributed to by an intentionally self-inflicted injury.

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

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

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

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

We will not pay any benefit, or any increase in benefits, under The Policy for any Disability that results from, or is caused or contributed to by, a Pre-existing Condition, unless, at the time You become Disabled:

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

The 'Treatment Free' period means a disabled employee will not be excluded for benefits if they do not receive treatment during this period.

Pre-existing Conditions means:

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

for which You received Medical Care during the 90 day(s) 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.

Treatment includes, but is not limited to:

- 1) medical examinations, tests, attendance, or observation; and
- 2) use of drugs, medicines, medical services, supplies or equipment.

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

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 or loss occurs. Failure to give notice within such time shall not invalidate or reduce any claim if it shall be shown not to have been reasonably possible to give such notice and that notice was given as soon as was reasonably possible. Such notice must include Your name, Your address and the Policy Number.

If You are Disabled and become eligible for the Ability Plus Benefit, You must file a separate Notice of Claim within 30 days of becoming eligible.

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 Monthly 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;
- 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) disclosure of all information and documentation required by Us relating to Other Income Benefits;
- 6) proof that You and Your dependents have applied for all Other Income Benefits which are available; and
- 7) disclosure of all information and documentation required by Us in order to exercise Our Subrogation or Reimbursement rights.

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.

Employees are not required to take early retirement benefits. If they do, we will offset or terminate benefits, depending on the option purchased.

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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 days following the completion of the Elimination Period. If proof is not given by the time it is due, it will not affect the claim if:

- 1) it was not reasonably possible to give proof within the required time; and
- 2) proof is given as soon as reasonably 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, as reasonably required. In such cases, We must receive the proof within 30 day(s) of the request.

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 month 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 may be subject to interest payments as required by applicable law.

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.

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
- 4) provide an explanation of the review procedure.

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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.

Social Security: *When must I apply for Social Security Benefits?*

You must apply for Social Security disability benefits when the length of Your Disability meets the minimum duration required to apply for such benefits. You must apply within 45 days from the date of Our request. If the Social Security Administration denies Your eligibility for benefits, You will be required:

- 1) to follow the process established by the Social Security Administration to reconsider the denial; and
- 2) if denied again, to request a hearing before an Administrative Law Judge of the Office of Hearing and Appeals.

We do not estimate Social Security Benefit offsets if the disabled employee fully cooperates with the Social Security application and appeals process and signs both the release of information form and a reimbursement agreement.

► **Benefit Estimates:** *How does the Company estimate Disability benefits under the United States Social Security Act?*

We reserve the right to reduce Your Monthly Benefit by estimating the Social Security disability benefits You or Your spouse and children may be eligible to receive.

When We determine that You or Your dependent may be eligible for benefits, We may estimate the amount of these benefits. We may reduce Your Monthly Benefit by the estimated amount.

Your Monthly Benefit will not be reduced by estimated Social Security disability benefits if:

- 1) You apply for Social Security disability benefits and pursue all required appeals in accordance with the Social Security provision; and
- 2) You have signed a form authorizing the Social Security Administration to release information about awards directly to Us; and
- 3) You have signed and returned Our reimbursement agreement, which confirms that You agree to repay all overpayments.

If We have reduced Your Monthly Benefit by an estimated amount and:

- 1) You or Your dependent are later awarded Social Security disability benefits, We will adjust Your Monthly Benefit when We receive proof of the amount awarded, and determine if it was higher or lower than Our estimate; or
- 2) Your application for Social Security disability benefits has been denied, We will adjust Your Monthly Benefit when You provide Us proof of final denial from which You cannot appeal from an Administrative Law Judge of the Office of Hearing and Appeals.

If Your Social Security benefits were lower than We estimated, and We owe You a refund, We will make such refund in a lump sum. If Your Social Security benefits were higher than We estimated, and if Your Monthly Benefit has been overpaid, You must make a lump sum refund to Us equal to all overpayments, in accordance with

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the Overpayment Recovery provision.

Overpayment: *When does an overpayment occur?*

- 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 Monthly Benefit, until full reimbursement is made. Payments may continue when the overpayment has been recovered;
- 3) refer Your unpaid balance to a collection agency; and
- 4) pursue and enforce all legal and equitable rights in court.

Subrogation: *What are Our subrogation rights?*

If You:

- 1) suffer a Disability caused, in full or in part, by the act or omission of any person or legal entity;
- 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 a Third Party in a reasonable period of time or notify Us that You do not intend to do so;

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

Third Party as used in this provision means:

- 1) 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

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.

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

- Policy; or
- 2) any insurer, including Your own, that provides benefits to You as a result of the act or omission which causes You to suffer a Disability for which benefits are paid or payable under The Policy.

► **Reimbursement:** *What are Our reimbursement rights?*

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

If You recover any funds from a Third Party as:

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

You or Your attorney shall hold in constructive trust the lesser of:

- 1) the entire amount of the benefit payment(s) made or required to be made by Us; or
- 2) the total amount of the recovered funds;

less Our pro rata share of any reasonable attorneys' fees and court costs associated with the recovered funds. We have the right of first reimbursement regardless of:

- 1) whether You are made whole;
- 2) how the recovered funds are characterized; or
- 3) whether the particular funds recovered are still in Your possession.

By accepting benefit payment(s) under The Policy, You:

- 1) agree to cooperate fully with Our reimbursement rights, including disclosure of all information and documentation required by Us in order to exercise Our reimbursement rights; and
- 2) will not do anything to prejudice Our reimbursement rights.

You or Your attorney's failure to cooperate fully with Our reimbursement rights may result in denial or termination of Your benefits under The Policy.

Third Party as used in this provision, means:

- 1) 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; or
- 2) any insurer, including Your own, that provides benefits to You as a result of the act or omission which 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.

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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.

All statements made by the Policyholder, the Employer or You under The Policy will be deemed representations and not warranties. No statement made to affect this insurance will be used in any contest unless it is in writing and a copy of it is given to the person who made it, or to his or her beneficiary or Your representative.

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.

Any Occupation means any occupation for which You are qualified by education, training or experience, and that has an earnings potential greater than the lesser of:

- 1) the product of Your Indexed Pre-disability Earnings and the Benefit Percentage; or
- 2) the Maximum Monthly Benefit.

Current Monthly Earnings means monthly earnings You receive from:

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

while You are Disabled.

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 exceeds Your average earnings from the other employer over the 6 month period just before You became Disabled will count as Current Monthly Earnings.

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

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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.

The disability definition enables employees to satisfy the Elimination Period with a loss of duties only.

The Elimination Period will be extended up to a year from the date of disability if the disabled employee has not met the earnings loss. This encourages the employee to work as long as possible while still protecting his / her eligibility for benefits.

Improves integration with STD benefits.

Indexing adjusts pre-disability earnings for inflation.

- ▶ Current Monthly 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 Your 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.

- ▶ **Disability or Disabled** means You are prevented from performing one or more of the Essential Duties of:
 - 1) Your Occupation during the Elimination Period; and
 - 2) Your Occupation, for the 24 months following the Elimination Period, and as a result Your Current Monthly Earnings are less than 80% of Your Indexed Pre-disability Earnings; and
 - 3) after that, Any Occupation.

- ▶ If at the end of the Elimination Period, You are prevented from performing one or more of the Essential Duties of Your Occupation, but Your Current Monthly Earnings are equal to or greater than 80% of Your Pre-disability Earnings, Your Elimination Period will be extended for a total period of 12 months from the original date of Disability, or until such time as Your Current Monthly Earnings are less than 80% of Your Pre-disability Earnings, whichever occurs first.

Your Disability must result from:

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

Your failure to pass a physical examination required to maintain a license to perform the duties of Your occupation, alone, does not mean that You are Disabled.

- ▶ **Elimination Period** means the longer of the number of consecutive days at the beginning of any one period of Disability which must elapse before benefits are payable or the expiration of any Employer sponsored short term Disability benefits or salary continuation program, excluding benefits required by state law.

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 workweek is an Essential Duty.

- ▶ **Indexed Pre-disability Earnings** means Your Pre-disability Earnings adjusted annually by adding the lesser of:
 - 1) 10%; or
 - 2) the percentage change in the Consumer Price Index (CPI-W).

The percentage change in the CPI-W means the difference between the current year's CPI-W as of July 31, and the prior year's CPI-W as of July 31, divided by the prior year's CPI-W. The adjustment is made January 1st each year after You have been Disabled for 12 consecutive month(s), provided You are receiving benefits at

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the time the adjustment is made.

The term Consumer Price Index (CPI-W) means the index for Urban Wage Earners and Clerical Workers published by the United States Department of Labor. It measures on a periodic (usually monthly) basis the change in the cost of typical urban wage earners' and clerical workers' purchase of certain goods and services. If the index is discontinued or changed, We may use another nationally published index that is comparable to the CPI-W.

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.

Monthly Benefit means a monthly sum payable to You while You are Disabled, subject to the terms of The Policy.

Monthly Income Loss means Your Pre-disability Earnings minus Your Current Monthly Earnings.

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;
- 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, Your spouse and/or children, 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

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- 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 the amount of 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 judgment or settlement of a claim or lawsuit that represents or compensates for Your loss of earnings, less Our pro rata share of any associated reasonable attorneys' fees and court costs; or
- 4) retirement benefit from a Retirement Plan that is wholly or partially funded by employer contributions, unless:
 - a) You were receiving it prior to becoming Disabled; or
 - b) You immediately transfer the payment to another plan qualified by the United States Internal Revenue Service for the funding of a future retirement;
(Other Income Benefits will not include the portion, if any, of such retirement benefit that was funded by Your after-tax contributions.); or
- 5) 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 month(s). 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.

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 You or Related to You by blood or marriage.

Standard definition excludes Bonuses, ►

Pre-disability Earnings means Your regular monthly rate of pay, not counting

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Commissions, overtime pay or any other extra compensation.

Additional options, including an option based on W2 earnings, are available.

This paragraph will included when the Infectious and Contagious Disease Benefit is included in the plan.

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

Bonuses, Commissions, overtime pay or any other fringe benefits or extra compensation in effect on the last day 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 last day You were Actively at Work before You became Disabled, multiplied by;
- 2) Your hourly wage in effect on the last day You were Actively at Work before You became Disabled.

However, for the purposes of the Infectious and Contagious Disease Benefit, Pre-disability Earnings means the earnings described above as of the last day You were Actively at Work immediately prior to disclosure.

Prior Policy means the long 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.

► **Rehabilitation** means a process of Our working together with You in order for Us to plan, adapt, and put into use options and services to meet Your return to work needs. A Rehabilitation program may include, when We consider it to be appropriate, any necessary and feasible:

- 1) vocational testing;
- 2) vocational training;
- 3) alternative treatment plans such as:
 - a) support groups;
 - b) physical therapy;
 - c) occupational therapy; or
 - d) speech therapy;
- 4) work-place modification to the extent not otherwise provided;
- 5) job placement;
- 6) transitional work; and
- 7) similar services.

Related means Your spouse, or someone in a similar relationship in law to You, or other adult living with You, or Your sibling, parent, step-parent, grandparent, aunt, uncle, niece, nephew, son, daughter, or grandchild.

Retirement Plan means a defined benefit or defined contribution plan that provides benefits for Your retirement and which is not funded wholly by Your contributions. It does not include:

- 1) a profit sharing plan;
- 2) thrift, savings or stock ownership plans;
- 3) a non-qualified deferred compensation plan; or
- 4) an individual retirement account (IRA), a tax sheltered annuity (TSA), Keogh

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Plan, 401(k) plan, 403(b) plan or 457 deferred compensation arrangement.

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.

We, Our, or Us means the insurance company named on the face page 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.

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OPTION - COST OF LIVING ADJUSTMENT

This option increases the benefit payable to temper the effect of inflation. ►

Cost-Of-Living Adjustment: *How do my benefits keep pace with inflation?*

We will adjust Your Monthly Benefit for increases in the cost-of-living if:

- 1) You have been Disabled for 12 consecutive month(s); and
- 2) You are receiving benefits; and
- 3) Your Current Monthly Earnings are less than or equal to 20% of Your Pre-disability Earnings;

when the Cost-of-Living Adjustment is made. We make the Cost-of-Living Adjustment each year on January 1st.

What is the Cost-of-Living Adjustment formula?

May be lesser of 3/6 % or 1/2 CPI;
lesser of 3/4/5% or Full CPI ; or
Flat 1/2/3% Cola Adjustment ►

We apply the Cost-of-Living Adjustment formula by:

- 1) determining the lesser of:
 - a) 3%; or
 - b) 1/2 the percentage change in the Consumer Price Index;
- 2) multiplying the resulting percentage (%) times the Monthly Benefit for Disability being received; and
- 3) adding the resulting amount to Your Monthly Benefit.

When will the Cost-of-Living Adjustments end?

You will not receive a Cost-of-Living Adjustment after:

- 1) You cease to be Disabled; or
- 2) You have received 10 adjustments.

Consumer Price Index (CPI-W) means the index for Urban Wage Earners and Clerical Workers published by the United States Department of Labor. It measures on a periodic (usually monthly) basis the change in the cost of typical urban wage earners' and clerical workers' purchase of certain goods and services. If the index is discontinued or changed, We may use another nationally published index that is comparable to the CPI-W.

For the purposes of this benefit, the percentage change in the CPI-W means the difference between the current year's CPI-W as of July 31, and the prior year's CPI-W as of July 31, divided by the prior year's CPI-W.

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OPTION - EXTENDED EARNINGS PROTECTION BENEFIT

This option provides a benefit for a limited time to an employee who returns to full-time work, but is earning a reduced income. It may be attractive to employees who lose their client base during an extended disability.

► **Extended Earnings Protection Benefit:** *Will benefits continue to be paid after my return to work if my earnings are less than Pre-disability Earnings?*

This benefit protects Your earnings level after You have returned to work following a period of Disability. To qualify for this Extended Earnings Protection Benefit, You must:

- 1) have been Disabled under The Policy and received a Monthly Benefit from Us;
- 2) no longer be receiving a Monthly benefit from Us;
- 3) now be working Full-time for the Employer or another employer;
- 4) be performing all the Essential Duties of Your Occupation or another occupation;
- 5) as a result of having been so Disabled, be currently earning less than 60% of Your Pre-disability Earnings; and
- 6) provide to Us each month, satisfactory proof of Your Current Earnings.

The Extended Earnings Protection Benefit will be the lesser of:

- 1) the Maximum Monthly Benefit; or
- 2) Your Pre-disability Earnings minus Your Current Earnings multiplied by the Benefit Percentage.

The Extended Earnings Protection Benefit will end on the earliest of:

- 1) the date benefits have been payable for a maximum duration of 12 month(s);
- 2) the date You are earning at least 60% of Your Pre-disability Earnings; or
- 3) the date You fail to submit to Us satisfactory proof of Your Current Earnings.

Current Earnings means monthly earnings You receive from:

- 1) Your Employer; and
- 2) other employment, commissions, bonuses, tips and tokens, overtime pay or any other fringe benefits or extra compensation.

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OPTION - PENSION CONTRIBUTION BENEFIT

By making continued contributions to the employee's pension plan while they are Disabled, this optional benefit helps protect the employee's retirement planning.

It must be confirmed, in writing, by the Pension Plan Administrator that the pension plan can accept third party payments.

► **Pension Contribution Benefit:** *Does The Policy also cover contributions to a Pension Plan?*

If You:

- 1) become Disabled while You are covered under this Pension Contribution Benefit;
- 2) remain Disabled for 365 day(s) of one continuous period of Disability; and
- 3) are receiving a Monthly Benefit under The Policy;

We will pay a monthly Pension Contribution Benefit to the trustee or administrator of Your Pension Plan for deposit to Your pension account. However, no Pension Contribution Benefit will be payable under this provision:

- 1) to replace Your contributions to the Pension Plan; or
- 2) as long as the Pension Plan requires the Employer to fund Your pension.

The Pension Contribution Benefit will be the least of:

- 1) 15% of Your monthly Pre-disability Earnings;
- 2) \$2,500;
- 3) the amount of the average monthly tax deferred contributions the Employer made to Your Pension Plan during the 12 calendar months prior to becoming Disabled.

We will make payments under this benefit according to the rules and regulations of the Internal Revenue Service and the provisions of Your Pension Plan. We will make any such payment that cannot be paid to the trustee or administrator of Your Pension Plan to a deferred annuity account designated by You.

No Pension Contribution Benefit will be payable after Your Monthly Benefit terminates.

Pension Plan means, for the purpose of this Pension Contribution Benefit, a qualified defined contribution pension plan, profit sharing plan, or other plan approved by Us, in which You are participating as a result of Your employment with the Employer.

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OPTION - INFECTIOUS AND CONTAGIOUS DISEASE BENEFIT

This option covers loss of income caused by loss of license or reduced patronage because the employee is a carrier of an Infectious Disease, but is not disabled.

Infectious And Contagious Disease Benefit: *Will The Policy cover the income loss if it is disclosed that I carry an Infectious and Contagious Disease?*

You will be eligible to receive an Infectious and Contagious Disease Benefit when You have been covered by this benefit for a period of 12 months, and You provide verification that:

- 1) You carry an Infectious and Contagious Disease; and
- 2) You first tested positive for the Infectious and Contagious Disease after the effective date of this benefit; and
- 3) You are not Disabled but one or more of the following has happened:
 - a) Your license to practice Your Occupation has been revoked; or
 - b) You or Your license have limitations or restrictions imposed, and as a result You are unable to perform all of the Essential Duties of Your Occupation; or
 - c) it has been disclosed that You are infected with an Infectious and Contagious Disease; and
- 4) throughout a period of time equal in length to the Elimination Period, You have suffered a loss of earnings in excess of 20% of Your Pre-disability Earnings immediately prior to disclosure; and
- 5) You have never refused to be immunized against the Infectious and Contagious Disease for which You are claiming this benefit.

What qualifies as an Infectious and Contagious Disease?

To qualify as an Infectious and Contagious Disease, a disease must be:

- 1) categorized by the Center for Disease Control as Infectious and Contagious; and
- 2) life threatening to You or persons with whom You may come in contact.

What will my monthly benefit be?

We calculate the benefit as the lesser of:

- 1) the Maximum Monthly Benefit; or
- 2) Your earnings loss multiplied by the Benefit Percentage.

Your earnings loss is determined by deducting Your Pre-disability Earnings after disclosure from Your Pre-disability Earnings prior to disclosure.

How long may an Infectious and Contagious Disease Benefit be paid?

We will stop paying this benefit on the earliest of:

- 1) the date Your Current Earnings are equal to or greater than 80% of Your Pre-disability Earnings prior to disclosure;
- 2) the date You die;
- 3) the date You become eligible for Disability Benefits under the terms of this Policy;
- 4) the date We determine You have not made every effort to continue to work in Your Occupation on a full-time basis;
- 5) the date You no longer participate with Us in seeking and applying for suitable alternate work based on Your training, education, experience, and comparable income;
- 6) the end of the Maximum Duration of Benefits Table of The Policy; or
- 7) the end of 2 years from the date this benefit begins.

Current Earnings means monthly earnings You receive from:

- 1) Your Employer; and
- 2) other employment, commissions, bonuses, tips and tokens, overtime pay or any other fringe benefits or extra compensation.

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OPTION - ABILITY PLUS BENEFIT

This option allows for payment of an additional benefit if there is a loss of two or more Activities of Daily Living, or if there is a cognitive impairment.

► **Ability Plus Benefit: What is the Ability Plus Benefit?**

We will pay You the Ability Plus Benefit if:

- 1) a Monthly Benefit is payable;
- 2) You become Cognitively Impaired or unable to perform two or more Activities of Daily Living (ADLs) for which You cannot be reasonably accommodated by adaptive equipment:
 - a) during or after the Elimination Period, and
 - b) for at least 30 consecutive days; and
- 3) the Disability and such impairment or inability begins while You are covered under this benefit.

The Ability Plus Benefit will be 10% of Your Pre-disability Earnings, but not greater than the lesser of:

- 1) \$5,000; or
- 2) the Maximum Monthly Benefit.

We will pay the benefit to You monthly. For periods of less than one month, We will pay 1/30th of the Ability Plus Benefit for each day of covered loss. The Ability Plus Benefit is payable in addition to the Monthly Benefit payable under the Disability Benefit.

The Ability Plus Benefit will not:

- 1) be reduced by Other Income Benefits;
- 2) increase or reduce other benefits under The Policy; or
- 3) be subject to the Cost-of-Living Adjustment.

You are not restricted in any way as to Your use of this Ability Plus Benefit.

We will stop paying You the Ability Plus Benefit on the date:

- 1) Your Monthly Benefit terminates; or
- 2) You are not Cognitively Impaired and You are able to perform five or more ADLs.

A serious cognitive impairment may also qualify for benefits.

Cognitively Impaired means You suffer severe deterioration, or loss of:

- 1) memory;
- 2) orientation; or
- 3) the ability to understand or reason;

so that You are unable to perform common tasks such as, but not limited to, medication management, money management and using the telephone. The impairment in intellectual capacity must be measurable by standardized tests.

Activities of Daily Living (ADLs) means the following functions performed with or without equipment or adaptive devices:

- 1) bathing Yourself by being able to either:
 - a) wash Yourself in a tub or shower devices; or
 - b) give Yourself a sponge bath;
- 2) dressing Yourself by putting on and taking off needed garments and any braces or artificial limbs necessary for You to wear;
- 3) using the toilet by being able to get to and from, and on and off the toilet, and performing the associated hygienic tasks; or
- 4) transferring from bed to chair or wheelchair; or
- 5) bladder and bowel control by being able to either:
 - a) voluntarily control bowel and bladder function; or
 - b) maintain a reasonable level of personal hygiene, if You are not so able; and
- 6) feeding Yourself, once the food has been prepared and made available to You.

There are six Activities of Daily Living which are used as measurements to determine when an individual can no longer function independently.

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OPTION - ACCIDENTAL DISMEMBERMENT AND LOSS OF SIGHT

Also known as 'presumptive disability'.
 A claimant who has one of these losses is 'presumed' to be disabled to a certain extent.

Applies to certain dismemberments or loss of sight resulting from accidental injury. A disability benefit will be paid for the number of months shown even if the employee is not Disabled under the terms of the Policy.

► **Accidental Dismemberment and Loss of Sight Benefit:** *What benefits are payable for dismemberment or loss of sight due to an Injury?*
 If, while covered under The Policy, You sustain an accidental bodily injury, which results in any of the following Losses within 365 days after the date of accident, We will pay a monthly benefit, after the Elimination Period, for at least the number of months shown opposite the Loss.

► For Loss of:	Minimum Number of Monthly Benefit
Payments	
Sight of Both Eyes	46
Both Hands or Both Feet	46
One Hand and One Foot.....	46
One Hand and Sight of One Eye	46
One Foot and Sight of One Eye.....	46
One Hand or One Foot	23
Sight of One Eye	15
Thumb and Index Finger of Either Hand	12

The monthly benefit amount is the lesser of:
 1) the Maximum Monthly Benefit shown in the Schedule of Insurance; or
 2) Your Pre-disability Earnings multiplied by the Benefit Percentage.

Loss means, with regard to:
 1) hands and feet, actual severance through or above wrist or ankle joints;
 2) sight, entire and irrecoverable Loss thereof;
 3) thumb and index finger, actual severance through or above the metacarpophalangeal joints.

If You incur more than one of the listed Losses as the result of the same accident, the number of monthly benefit payments that You will receive will be limited to the Loss for which the greatest number of monthly benefit payments are shown in the above Schedule.

Benefits may continue to be payable to You after the Minimum Number of Monthly Benefit Payments have been made, if You remain Disabled. If You die after the Elimination Period, but before the Minimum Number of Monthly Benefit Payments have been made, the remaining monthly benefit payments will be made to Your estate.

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OPTION - BUSINESS PROTECTION BENEFIT

This benefit partially compensates a business for its losses resulting from the absence of a proprietor or partner due to Disability.

Business Protection Benefit: *Are additional benefits paid to compensate for business revenue lost when I am Disabled?*

We will pay a Monthly Business Protection Benefit to the Employer if You:

- 1) are actively engaged on a full-time basis in the business of the Employer, and fall within a class of persons that is covered by The Policy, and You are:
 - a) the sole proprietor of the Employer if the Employer is a sole proprietorship; or
 - b) a general partner of the Employer if the Employer is a partnership; or
 - c) a Member of a Limited Liability Company if the Employer is a Limited Liability Company; and
- 2) become Disabled while You are covered under this Business Protection Benefit; and
- 3) remain Disabled for the longer of:
 - a) the Elimination Period; or
 - b) 90 consecutive days; and
- 4) are receiving a Monthly Benefit for the Disability under the group insurance policy.

We calculate the Monthly Business Protection Benefit as the lesser of:

- 1) 15% of Your Pre-disability Earnings; or
- 2) \$2,500.

Is a benefit paid if I am disabled and working?

If You are Disabled and earning more than 20% of Your Pre-disability Earnings, We will proportionately reduce the Business Protection Benefit according to the following formula:

$$\text{Business Protection Benefit Payable} = (\text{A divided by B}) \times \text{C}$$

where

A = Your Pre-disability Earnings minus Your Current Monthly Earnings

B = Your Pre-disability Earnings

C = The Business Protection Benefit payable if You were Disabled and earning 20% or less of Your Pre-disability Earnings.

How long will this benefit be paid?

We will stop paying the Business Protection Benefits on the earliest of:

- 1) the date You cease to be Disabled;
- 2) the date 12 monthly benefits have been paid under this Benefit;
- 3) the date You cease to be the proprietor, a partner, or a Member, if applicable, of the Employer; or
- 4) the date You die.

In no event will this benefit continue to be payable beyond a date shown in the Termination of Payment provision.

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OPTION - BASIC BENEFIT

This benefit is a low cost alternative plan design.

► **SCHEDULE OF INSURANCE**

Initial Benefit Period: the first 30 months of Disability

Initial Benefit Period Percentage: 60%

Continuing Benefit Period: That part of a period of Disability that extends beyond the Initial Benefit Period.

Continuing Benefit Period Percentage: 40% of Pre-disability Earnings

BENEFITS

Calculation of Monthly Benefit:

Return to Work Incentive? *How are my Disability benefits calculated?*

If You remain Disabled after the Elimination Period, but work while You are Disabled, We will determine Your Monthly Benefit for a period of up to 12 consecutive months as follows:

- 1) multiply Your Pre-Disability Earnings by the Initial Benefit Period Percentage;
- 2) compare the result with the Maximum Benefit; and
- 3) from the lesser amount, deduct Other Income Benefits.

The result is Your Monthly Benefit. Current Monthly Earnings will not be used to reduce Your Monthly Benefit. However, if the sum of Your Monthly Benefit and Your Current Monthly Earnings exceeds 80% of Your Pre-disability Earnings, We will reduce Your Monthly Benefit by the amount of excess.

The 12 consecutive month period will start on the last to occur of:

- 1) the day You first start work; or
- 2) the end of the Elimination Period.

If You are Disabled and not receiving benefits under the Return to Work Incentive, during the Initial Benefit Period, We will calculate Your Monthly Benefit as follows:

- 1) multiply Your Monthly Income Loss by the Initial Benefit Period Percentage;
- 2) compare the result with the Maximum Benefit; and
- 3) from the lesser amount, deduct Other Income Benefits.

The result is Your Monthly Benefit.

If Social Security benefits are being received, benefits will not be reduced.

► During the Continuing Benefit Period, if You are not receiving benefits under the Return to Work Incentive, but You are receiving benefits under Social Security Disability or Social Security Retirement plans, or an alternative plan for federal, state or municipal employees, We will determine Your Monthly Benefit as follows:

- 1) multiply Your Monthly Income Loss by the Initial Benefit Period Percentage;
- 2) compare the result with the Maximum Benefit; and
- 3) from the lesser amount, deduct Other Income Benefits.

The result is Your Monthly Benefit.

If Social Security benefits or work earnings under the Return to Work Incentive are not being received, benefits are reduced.

► During the Continuing Benefit Period, if You are not receiving benefits under the Return to Work Incentive, or under Social Security Disability or Social Security Retirement plans or an alternative plan for federal, state or municipal employees, We will determine Your Monthly Benefit as follows:

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- 1) multiply Your Pre-disability Earnings by the Continuing Benefit Period Percentage;
- 2) multiply Your Monthly Income Loss by the Initial Benefit Period Percentage, and deduct all Other Income Benefits; and
- 3) deduct all Other Income Benefits from the Maximum Benefit.

The result of the calculation giving the least amount is Your Monthly Benefit.

Income from all sources cannot exceed 100% of pre-disability earnings.

► **Calculation of Monthly Benefit:** *What happens if the sum of my Monthly Benefit, Current Monthly Earnings, and Other Income Benefits exceeds 100% of my Pre-disability Earnings?*

If the sum of Your Monthly Benefit, Current Monthly Earnings, and Other Income Benefits exceeds 100% of Your Pre-disability Earnings, We will reduce Your Monthly Benefit by the amount of the excess. However, Your Monthly Benefit will not be less than the Minimum Monthly Benefit.

If an overpayment occurs, We may recover all or any portion of the overpayment, in accordance with the Overpayment Recovery provision.

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

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

Partial Month Payment: *How is the benefit calculated for a period of less than a month?*

If a Monthly Benefit is payable for a period of less than a month, We will pay 1/30 of the Monthly Benefit for each day You were Disabled.

If ineligible for Social Security benefits or a Social Security benefits decision is pending, benefits are not reduced.

► **Denial of Social Security Benefits:** *After the Initial Benefit Period expires, is there any allowance if I am ineligible for Social Security?*

If Your Disability prevents You from performing the Essential Duties of Any Occupation, but Your claim for disability benefits under The United States Social Security System, or an alternative plan for federal, state or municipal employees:

- 1) was denied because You have not worked under these systems long enough to be eligible for disability benefits, Your Monthly Benefit during the Continuing Benefit Period will be calculated using the Initial Benefit Period Percentage; or
- 2) is still pending at the time the Initial Benefit Period expires, benefits may be paid at the Initial Benefit Period Percentage until the earlier to occur of:
 - a) the 12th month following the expiration of the Initial Benefit Period; or
 - b) the final adjudication of Your claim for Social Security disability benefits.

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OPTION - SPECIFIED CONDITION LIMITATION

An optional limitation that can be included on a policy, limiting certain conditions to a lifetime maximum of months.

► **Specified Condition Limitation:** *Are benefits limited for any specified conditions?* If You are Disabled because of any of the following conditions or symptom complexes:

- 1) Chemical and Environmental Illness;
- 2) Chronic Fatigue Illness;
- 3) Musculoskeletal and Connective Tissue Illness;
- 4) other specified conditions:
 - a) post concussive syndrome;
 - b) obstructive sleep apnea;
 - c) narcolepsy, cataplexy and other sleep syndromes;
 - d) fibromyalgia;
 - e) migraines, tension headaches, and cluster headaches;
 - f) irritable bowel disease;
 - g) Crohn's disease;
 - h) celiac disease;
 - i) ulcerative colitis; or
 - j) chronic Lyme disease, and other chronic illnesses due to tick borne infections; or
- 5) self-reported symptoms that have not been attributed to a specific diagnosis with objective and verifiable findings. These symptoms include but are not limited to:
 - a) dizziness;
 - b) fatigue;
 - c) headache;
 - d) loss of energy;
 - e) numbness;
 - f) pain;
 - g) ringing in the ear, or other perceived ear tones;
 - h) stiffness; or
 - i) cognitive dysfunction not supported by objective diagnostic testing;

We will limit the Maximum Duration of Benefits, subject to all other provisions of The Policy.

Benefits will be payable until the earlier of:

- 1) the date benefit payments terminate under the Termination of Payment provision; or
- 2) the date You have received Disability benefit payments from Us for one or more of the diseases specified above for a total of 24 month(s) in Your lifetime.

The period of time referenced above will include the time that one or more of the specified diseases are the working diagnosis of the condition which is a cause of Your Disability.

Defines Chemical and Environmental Illness as used above in the provision.

► **Chemical and Environmental Illness** means an allergy or sensitivity to chemicals or the environment, including but not limited to:

- 1) environmental allergies;
- 2) sick building syndrome;
- 3) multiple chemical sensitivity syndromes; or
- 4) chronic toxic encephalopathy including, but not limited to, heavy metal toxicity.

Chemical and Environmental Illness does not include asthma or allergy-induced

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reactive lung disease.

Defines Chronic Fatigue Illness as used above in the provision.

► **Chronic Fatigue Illness** means an illness that is characterized by a debilitating fatigue in the absence of known medical or psychological conditions, which includes but is not limited to:

- 1) chronic fatigue syndrome as supported by Center for Disease Control Guidelines;
- 2) chronic fatigue immunodeficiency syndrome as supported by Center for Disease Control Guidelines;
- 3) post viral syndrome;
- 4) limbic encephalopathy;
- 5) Epstein-Barr virus infection;
- 6) herpes virus type 6 infection; or
- 7) myalgic encephalomyelitis.

Chronic Fatigue Illness does not include a disorder identified as:

- 1) neoplastic disorder;
- 2) neurologic disorder;
- 3) endocrine disorder;
- 4) hematologic disorder;
- 5) rheumatologic disorder; or
- 6) depression.

Defines Musculoskeletal and Connective Tissue Illness as used above in the provision.

► **Musculoskeletal and Connective Tissue Illness** means a disease or disorder of the neck and back or sprains and strains of joints and adjacent tissues, including but not limited to:

- 1) cervical, thoracic and lumbosacral and surrounding soft tissue conditions without radiculopathy confirmed by diagnostic testing;
- 2) carpal tunnel or repetitive motion syndrome;
- 3) temporomandibular joint or craniomandibular joint disorder;
- 4) myofascial pain; or
- 5) scoliosis that does not require surgery.

Unless specifically listed above, any other musculoskeletal conditions which have confirmed positive universally accepted diagnostic testing such as but not limited to EMG, MRI, CAT, laboratory tests, etc. are not subject to the limitation.

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OPTION - EARNINGS LOSS FROM DAY 1

Optional formula for Disability requires both a loss of earnings and a loss of one or more Essential Duties of the job, from the first day of Disability.

► **Disability or Disabled** means You are prevented from performing one or more of the Essential Duties of:

- 1) Your Occupation, during the Elimination Period and for the 24 months following the Elimination Period, and as a result Your Current Monthly Earnings are less than 80% of Your Indexed Pre-disability Earnings; and
- 2) after that, Any Occupation.

Your Disability must result from:

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

Your failure to pass a physical examination required to maintain a license to perform the duties of Your occupation, alone, does not mean that You are Disabled.

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The Hartford® is The Hartford Financial Services Group, Inc. and its subsidiaries including issuing companies Hartford Life Insurance Company and Hartford Life and Accident Insurance Company. Home office is Hartford, CT.

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CITY OF BRIDGEPORT
OFFICE OF THE CITY ATTORNEY

999 Broad Street
Bridgeport, CT 06604-4328

CITY ATTORNEY
R. Christopher Meyer

DEPUTY CITY ATTORNEY
John P. Bohannon, Jr.

ASSOCIATE CITY ATTORNEYS

Mark T. Anastasi
Richard G. Kascaak, Jr.
Bruce L. Levin
Russell D. Liskov
John R. Mitola

Lawrence A. Ouellette, Jr.
Ronald J. Pacacha
Tyisha S. Toms
Lisa R. Trachtenburg



ASSISTANT CITY ATTORNEYS

Eroll V. Skyers
Tamara J. Titre

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

COMM. #82-16 ACCEPTED AND MADE PART OF THE RECORD
On 06/05/2017

RECEIVED
CITY CLERK'S OFFICE
2017 MAY 26 A 10:18
ATTEN
CITY CLERK

May 24, 2017

The Honorable City Council
City of Bridgeport
45 Lyon Terrace
Bridgeport, CT 06604

RE: Settlement of Claim

Jesse Hampton, et al v. City of Bridgeport, et al.; Docket No: 3:14-CV-1497(JBA)

Dear Honorable Members:

The Office of the City Attorney proposes to settle the above referenced litigation in the amount of \$20,000.00 payable to Stuart Hawkins, Esq., Trustee for Jesse Hampton. Plaintiff alleges that he suffered personal injuries during the course of an arrest on January 1, 2013.

Pursuant to the City Council's Ordinance Section 2.10.130, this office hereby provides notice of its intent to settle this matter in accordance with the terms set forth in said Section 2.10.130.

If you wish to discuss the details of this case or have any questions, please feel free to contact me. If I am not immediately available, please speak with paralegal, Danielle Kripps, who will then follow-up with me. Further, if I do not hear from you within the twenty (20) day time period provided by the Ordinance, I will proceed to finalize settlement of this matter.

Very truly yours,

R. Christopher Meyer
City Attorney

RCM/dk

CITY OF BRIDGEPORT
OFFICE OF THE CITY ATTORNEY

999 Broad Street
Bridgeport, CT 06604-4328

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Eroll V. Skyers
Tamara J. Titre

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

COMM. #83-16 ACCEPTED AND MADE PART OF THE RECORD
On 06/05/2017

RECEIVED
CITY CLERK'S OFFICE
2017 MAY 26 A 10:19
TEST
CITY CLERK

May 24, 2017

The Honorable City Council
City of Bridgeport
45 Lyon Terrace
Bridgeport, CT 06604

RE: Settlement of Claim

Carlos Baez, et al v. City of Bridgeport, et al, et al.; Docket No: 3:14-CV-1497(JBA)

Dear Honorable Members:

The Office of the City Attorney proposes to settle the above referenced litigation in the amount of \$20,000.00 payable to Stuart Hawkins, Esq., Trustee for Carlos Baez. Plaintiff alleges that he suffered personal injuries during the course of an arrest on January 1, 2013.

Pursuant to the City Council's Ordinance Section 2.10.130, this office hereby provides notice of its intent to settle this matter in accordance with the terms set forth in said Section 2.10.130.

If you wish to discuss the details of this case or have any questions, please feel free to contact me. If I am not immediately available, please speak with paralegal, Danielle Kripps, who will then follow-up with me. Further, if I do not hear from you within the twenty (20) day time period provided by the Ordinance, I will proceed to finalize settlement of this matter.

Very truly yours,

R. Christopher Meyer
City Attorney

RCM/dk



CITY OF BRIDGEPORT
OFFICE OF THE TAX COLLECTOR

45 Lyon Terrace
Bridgeport, Connecticut 06604
Telephone 203-576-7271 Fax 203-332-5628

VERONICA JONES
Tax Collector

JOSEPH P. GANIM
Mayor

COMM. #84-16 Ref'd to Budget & Appropriations Committee
on 06/05/2017.

May 31, 2017

To: Frances Ortiz
Assistant City Clerk

From: Veronica Jones
Tax Collector

Re: Municipal Suspense Tax Book

In accordance with Section 12-165 General Statutes, State of Connecticut, I submit to the Common Council a list of uncollectable Personal Property and Motor Vehicle Tax Accounts.

I further certify that to the best of my knowledge, and after research and examination by my staff, each tax contained in this listing has not been paid and is uncollectable. Each tax so designated has been transferred to the Suspense Tax Book, but any such tax may be collected by me or subsequent Tax Collector in office.

Each such tax so transferred to the Suspense Tax Book shall not hereafter be included as an asset of the City of Bridgeport.

The total of \$170,108.47 represents the Grand List 2001 through 2015 at the close of day May 31st 2017.

I recommend approval of transfer of these accounts to Suspense.

Thank you.

Tax Collector

cc: Honorable Joseph P. Ganim, Mayor
Kenneth Flatto, Director of Finance

ATTEST
CITY CLERK

RECEIVED
CITY CLERK'S OFFICE
2017 JUN -1 A 11:31

Bill #	Name	Reason	Total Susp
2004-02-1051207	AECO---ALLIED ELEVATOR CO	OUT OF BUSINESS	\$ 403.20
2004-02-6605351	AMERICAN EXPRESS BUSINESS FIN	OUT OF BUSINESS	\$ 1,374.33
2004-02-7567423	ADVENT TECHNOLOGIES	OUT OF BUSINESS	\$ 3,780.00
2005-02-1051207	AECO---ALLIED ELEVATOR CO	OUT OF BUSINESS	\$ 422.80
2005-02-6094721	AZTECA RESTAURANT & BAR LLC	OUT OF BUSINESS	\$ 3,171.00
2005-02-7567423	ADVENT TECHNOLOGIES	OUT OF BUSINESS	\$ 5,450.16
2005-02-7930854	TRU CONNECT	OUT OF BUSINESS	\$ 659.31
2005-02-7932482	N & S CONVENIENCE LAUNDROMAT	OUT OF BUSINESS	\$ 3,963.76
2006-02-1051207	AECO---ALLIED ELEVATOR CO	OUT OF BUSINESS	\$ 412.80
2006-02-5196933	AVENUE LAUNDROMAT LLC	OUT OF BUSINESS	\$ 272.28
2006-02-7930854	TRU CONNECT	OUT OF BUSINESS	\$ 464.40
2006-02-7932482	N & S CONVENIENCE LAUNDROMAT	OUT OF BUSINESS	\$ 4,644.00
2006-02-7948354	ALEJANDRA S RISTORANTE	OUT OF BUSINESS	\$ 1,290.00
2006-02-7963159	EL MODERNO RESTAURANT	OUT OF BUSINESS	\$ 1,806.00
2006-02-7965062	ALLIED HOME MORTGAGE CAPITAL	OUT OF BUSINESS	\$ 412.80
2007-02-1051207	AECO---ALLIED ELEVATOR CO	OUT OF BUSINESS	\$ 445.80
2007-02-1051657	ANTHONY'S AUTO BODY INC	OUT OF BUSINESS	\$ 1,588.17
2007-02-3895975	NEWSPLUS (RAMESHWAN LLC)	OUT OF BUSINESS	\$ 158.19
2007-02-5196933	AVENUE LAUNDROMAT LLC	OUT OF BUSINESS	\$ 5,015.26
2007-02-7930854	TRU CONNECT	OUT OF BUSINESS	\$ 724.43
2007-02-7932482	N & S CONVENIENCE LAUNDROMAT	OUT OF BUSINESS	\$ 4,458.00
2007-02-7948354	ALEJANDRA S RISTORANTE	OUT OF BUSINESS	\$ 1,671.76
2007-02-7963159	EL MODERNO RESTAURANT	OUT OF BUSINESS	\$ 2,340.46
2007-02-7964961	ACES BAR & RESTAURANT	OUT OF BUSINESS	\$ 2,507.64
2007-02-7965062	ALLIED HOME MORTGAGE CAPITAL	OUT OF BUSINESS	\$ 1,114.50
2007-02-8705808	AMERICAN DRYWALL, LLC	OUT OF BUSINESS	\$ 3,064.88
2007-02-8707894	PAULO CONSTRUCTION CO	OUT OF BUSINESS	\$ 266.72
2007-02-8709595	KI-KIS RESTAURANT LLC	OUT OF BUSINESS	\$ 1,003.06
2008-02-0040129	ACES BAR & RESTAURANT	OUT OF BUSINESS	\$ 1,694.88
2008-02-0040170	AECO---ALLIED ELEVATOR CO	OUT OF BUSINESS	\$ 387.40
2008-02-0040229	ALEJANDRA S RISTORANTE	OUT OF BUSINESS	\$ 1,452.76
2008-02-0040257	ALL SEASONS SERV INC	OUT OF BUSINESS	\$ 2,678.02
2008-02-0040276	ALLIED HOME MORTGAGE CAPITAL	OUT OF BUSINESS	\$ 968.50
2008-02-0040311	AMERICAN DRYWALL LLC	OUT OF BUSINESS	\$ 2,663.38
2008-02-0040370	ANTHONY'S AUTO BODY INC	OUT OF BUSINESS	\$ 2,760.24
2008-02-0040502	AVENUE LAUNDROMAT LLC	OUT OF BUSINESS	\$ 4,358.26
2008-02-0041204	COMPUTER GUY THE	OUT OF BUSINESS	\$ 629.54
2008-02-0041709	EL MODERNO RESTAURANT	OUT OF BUSINESS	\$ 2,033.86
2008-02-0042496	INDUSTRIAL WRECKING INC	OUT OF BUSINESS	\$ 3,995.06
2008-02-0042614	JAZEMART LLC	OUT OF BUSINESS	\$ 1,187.92
2008-02-0043468	N & S CONVENIENCE LAUNDROMAT	OUT OF BUSINESS	\$ 3,874.00
2008-02-0043570	NEWSPLUS (RAMESHWAN LLC)	OUT OF BUSINESS	\$ 799.02
2008-02-0043844	PAULO CONSTRUCTION CO	OUT OF BUSINESS	\$ 594.54
2008-02-0044182	RELIABLE SOURCE LLC	OUT OF BUSINESS	\$ 121.06
2008-02-0044473	SHIPS WHEEL GALLEY LLC	OUT OF BUSINESS	\$ 121.06

Bill #	Name	Reason	Total Susp
2008-02-8717179	ACTION REPAIR SERVICE	OUT OF BUSINESS	\$ 1,452.75
2009-02-0040061	A CUT ABOVE	OUT OF BUSINESS	\$ 334.96
2009-02-0040129	ACES BAR & RESTAURANT	OUT OF BUSINESS	\$ 1,734.26
2009-02-0040170	AECO---ALLIED ELEVATOR CO	OUT OF BUSINESS	\$ 266.38
2009-02-0040257	ALL SEASONS SERV INC	OUT OF BUSINESS	\$ 2,195.14
2009-02-0040276	ALLIED HOME MORTGAGE CAPITAL	OUT OF BUSINESS	\$ 991.00
2009-02-0040311	AMERICAN DRYWALL LLC	OUT OF BUSINESS	\$ 2,725.26
2009-02-0040370	ANTHONY'S AUTO BODY INC	OUT OF BUSINESS	\$ 2,824.36
2009-02-0040502	AVENUE LAUNDROMAT LLC	OUT OF BUSINESS	\$ 4,459.50
2009-02-0041709	EL MODERNO RESTAURANT	OUT OF BUSINESS	\$ 2,081.10
2009-02-0042496	INDUSTRIAL WRECKING INC	OUT OF BUSINESS	\$ 961.48
2009-02-0042614	JAZEMART LLC	OUT OF BUSINESS	\$ 1,285.30
2009-02-0043468	N & S CONVENIENCE LAUNDROMAT	OUT OF BUSINESS	\$ 799.98
2009-02-0043570	NEWSPLUS (RAMESHWAN LLC)	OUT OF BUSINESS	\$ 219.22
2009-02-0044182	RELIABLE SOURCE LLC	OUT OF BUSINESS	\$ 123.88
2009-02-0044418	SEAVIEW AVE FISH & CHIPS	OUT OF BUSINESS	\$ 392.01
2009-02-0044473	SHIPS WHEEL GALLEY LLC	OUT OF BUSINESS	\$ 123.88
2009-02-0045685	ACTION REPAIR SERVICE	OUT OF BUSINESS	\$ 1,486.50
2010-02-0040061	A CUT ABOVE	OUT OF BUSINESS	\$ 267.98
2010-02-0040129	ACES BAR & RESTAURANT	OUT OF BUSINESS	\$ 1,387.40
2010-02-0040170	AECO---ALLIED ELEVATOR CO	OUT OF BUSINESS	\$ 252.52
2010-02-0040257	ALL SEASONS SERV INC	OUT OF BUSINESS	\$ 1,584.42
2010-02-0040276	ALLIED HOME MORTGAGE CAPITAL	OUT OF BUSINESS	\$ 792.80
2010-02-0040311	AMERICAN DRYWALL LLC	OUT OF BUSINESS	\$ 2,180.20
2010-02-0040502	AVENUE LAUNDROMAT LLC	OUT OF BUSINESS	\$ 3,567.60
2010-02-0042496	INDUSTRIAL WRECKING INC	OUT OF BUSINESS	\$ 900.42
2010-02-0042614	JAZEMART LLC	OUT OF BUSINESS	\$ 903.36
2010-02-0043468	N & S CONVENIENCE LAUNDROMAT	OUT OF BUSINESS	\$ 725.22
2010-02-0043570	NEWSPLUS (RAMESHWAN LLC)	OUT OF BUSINESS	\$ 88.08
2010-02-0044182	RELIABLE SOURCE LLC	OUT OF BUSINESS	\$ 99.10
2010-02-0044418	SEAVIEW AVE FISH & CHIPS	OUT OF BUSINESS	\$ 594.60
2010-02-0044473	SHIPS WHEEL GALLEY LLC	OUT OF BUSINESS	\$ 123.88
2010-02-0044728	SUZAN BS AT BPT MANOR	OUT OF BUSINESS	\$ 247.76
2010-02-0045521	GARYS PROFESSIONAL HAND WASH	OUT OF BUSINESS	\$ 102.68
2010-02-0045599	SALT & PEPPER	OUT OF BUSINESS	\$ 251.28
2010-02-0046916	A TASTE OF SEAFOOD CONN INC	OUT OF BUSINESS	\$ 3,716.26
2011-02-0040052	A CUT ABOVE	OUT OF BUSINESS	\$ 347.38
2011-02-0040065	A TASTE OF SEAFOOD CONN INC	OUT OF BUSINESS	\$ 3,854.06
2011-02-0040116	ACTION REPAIR SERVICE	OUT OF BUSINESS	\$ 1,541.64
2011-02-0040145	AECO---ALLIED ELEVATOR CO	OUT OF BUSINESS	\$ 261.88
2011-02-0041175	CONTINENTAL CLEANERS	OUT OF BUSINESS	\$ 351.90
2011-02-0041701	FAMILY TRANSPORTATION SVC LLC	OUT OF BUSINESS	\$ 7.32
2011-02-0041905	GARYS PROFESSIONAL HAND WASH	OUT OF BUSINESS	\$ 154.16
2011-02-0042254	INDUSTRIAL WRECKING INC	OUT OF BUSINESS	\$ 1,667.54
2011-02-0042738	LOS MAGUEYES REST LLC	OUT OF BUSINESS	\$ 770.82
2011-02-0043788	RELIABLE SOURCE LLC	OUT OF BUSINESS	\$ 102.78

Bill #	Name	Reason	Total Susp
2011-02-0043921	SALT & PEPPER	OUT OF BUSINESS	\$ 2,523.74
2011-02-0043945	SANTOS RESTAURANT	OUT OF BUSINESS	\$ 231.24
2011-02-0043989	SEAVIEW AVE FISH & CHIPS	OUT OF BUSINESS	\$ 616.66
2011-02-0044283	SUZAN BS AT BPT MANOR	OUT OF BUSINESS	\$ 256.94
2011-02-0044469	TRU CONNECT SYSTEMS LLC	OUT OF BUSINESS	\$ 138.46
2012-02-0001123	SUZAN BS AT BPT MANOR	OUT OF BUSINESS	\$ 327.02
2012-02-0001302	FAMILY TRANSPORTATION SVC LLC	OUT OF BUSINESS	\$ 52.32
2012-02-0001448	A CUT ABOVE	OUT OF BUSINESS	\$ 353.68
2012-02-0001773	CT DISMANTLING	OUT OF BUSINESS	\$ 1,782.66
2012-02-0001842	AECO---ALLIED ELEVATOR CO	OUT OF BUSINESS	\$ 260.06
2012-02-0002327	CONTINENTAL CLEANERS	OUT OF BUSINESS	\$ 358.28
2012-02-0002975	LOS MAGUEYES REST LLC	OUT OF BUSINESS	\$ 281.32
2012-02-0003265	RELIABLE SOURCE LLC	OUT OF BUSINESS	\$ 130.80
2012-02-0003363	SANTOS RESTAURANT	OUT OF BUSINESS	\$ 235.44
2012-02-0003697	A TASTE OF SEAFOOD CONN INC	OUT OF BUSINESS	\$ 1,404.86
2012-02-0003734	TRU CONNECT SYSTEMS LLC	OUT OF BUSINESS	\$ 131.26
2012-02-0003882	SEAVIEW AVE FISH & CHIPS	OUT OF BUSINESS	\$ 784.78
2012-02-0004213	TAFFEE PLACE LLC	OUT OF BUSINESS	\$ 2,565.08
2012-02-0004346	ACTION REPAIR SERVICE	OUT OF BUSINESS	\$ 1,569.56
2012-03-0072890	GALLAGHER MARY T	DECEASED	\$ 275.42
2013-02-0001123	SUZAN BS AT BPT MANOR	OUT OF BUSINESS	\$ 263.74
2013-02-0001302	FAMILY TRANSPORTATION SVC LLC	OUT OF BUSINESS	\$ 52.75
2013-02-0001448	A CUT ABOVE	OUT OF BUSINESS	\$ 356.58
2013-02-0001842	AECO---ALLIED ELEVATOR CO	OUT OF BUSINESS	\$ 209.72
2013-02-0002327	CONTINENTAL CLEANERS	OUT OF BUSINESS	\$ 361.22
2013-02-0002774	B & B DELI	OUT OF BUSINESS	\$ 362.52
2013-02-0002975	LOS MAGUEYES REST LLC	OUT OF BUSINESS	\$ 336.06
2013-02-0003265	RELIABLE SOURCE LLC	OUT OF BUSINESS	\$ 131.88
2013-02-0003363	SANTOS RESTAURANT	OUT OF BUSINESS	\$ 237.36
2013-02-0003697	TASTE OF SEAFOOD CONN	OUT OF BUSINESS	\$ 522.41
2013-02-0003734	TRU CONNECT SYSTEMS LLC	OUT OF BUSINESS	\$ 111.32
2013-02-0003882	SEAVIEW AVE FISH & CHIPS	OUT OF BUSINESS	\$ 791.22
2013-02-0004213	TAFFEE PLACE LLC	OUT OF BUSINESS	\$ 3,273.26
2013-02-0004346	ACTION REPAIR SERVICE	OUT OF BUSINESS	\$ 1,582.44
2013-02-0004721	BRIGHT LIKE A DIAMOND	OUT OF BUSINESS	\$ 261.12
2013-03-0085313	LAROSA VINCENT 3RD	BANKRUPTCY	\$ 105.50
2013-03-0085314	LAROSA VINCENT 3RD	BANKRUPTCY	\$ 173.02
2013-03-0099667	PATTERSON RONALD JR	BANKRUPTCY	\$ 130.91
2013-04-0094716	PATTERSON RONALD JR	BANKRUPTCY	\$ 286.95
2014-02-0000960	SUZAN BS AT BPT MANOR	OUT OF BUSINESS	\$ 263.74
2014-02-0001110	FAMILY TRANSPORTATION SVC LLC	OUT OF BUSINESS	\$ 52.75
2014-02-0001237	A CUT ABOVE	OUT OF BUSINESS	\$ 356.58
2014-02-0001589	AECO---ALLIED ELEVATOR CO	OUT OF BUSINESS	\$ 203.10
2014-02-0001991	CONTINENTAL CLEANERS	OUT OF BUSINESS	\$ 451.52
2014-02-0002504	TROPICANA BRAZILIAN BUFFET	OUT OF BUSINESS	\$ 336.06
2014-02-0002719	RELIABLE SOURCE LLC	OUT OF BUSINESS	\$ 131.88

Bill #	Name	Reason	Total Susp
2014-02-0002787	SANTOS RESTAURANT	OUT OF BUSINESS	\$ 237.36
2014-02-0003017	TASTE OF SEAFOOD	OUT OF BUSINESS	\$ 573.22
2014-02-0003128	SEAVIEW AVE FISH & CHIPS	OUT OF BUSINESS	\$ 791.22
2014-02-0003246	KAREN LOPRETE ARTIST	OUT OF BUSINESS	\$ 13.12
2014-02-0003512	TAFFEE PLACE LLC	OUT OF BUSINESS	\$ 443.08
2014-02-0003610	ACTION REPAIR SERVICE	OUT OF BUSINESS	\$ 1,582.44
2014-02-0003834	BRIGHT LIKE A DIAMOND	OUT OF BUSINESS	\$ 261.12
2014-03-0100541	PATTERSON RONALD JR	BANKRUPTCY	\$ 486.54
2015-02-0000960	SUZAN BS AT BPT MANOR	OUT OF BUSINESS	\$ 424.80
2015-02-0001110	FAMILY TRANSPORTATION SVC LLC	OUT OF BUSINESS	\$ 67.96
2015-02-0001237	A CUT ABOVE	OUT OF BUSINESS	\$ 459.44
2015-02-0001589	AECO---ALLIED ELEVATOR CO	OUT OF BUSINESS	\$ 195.08
2015-02-0002719	RELIABLE SOURCE LLC	OUT OF BUSINESS	\$ 169.92
2015-02-0002787	SANTOS RESTAURANT	OUT OF BUSINESS	\$ 305.84
2015-02-0003246	KAREN LOPRETE ARTIST	OUT OF BUSINESS	\$ 18.49
2015-02-0003610	ACTION REPAIR SERVICE	OUT OF BUSINESS	\$ 2,038.88
2015-02-0003834	BRIGHT LIKE A DIAMOND	OUT OF BUSINESS	\$ 339.82
2015-02-0003947	JUNCO BEDEGA XIV	OUT OF BUSINESS	\$ 339.82
2015-03-0101120	PAOLETTA DONNA J	BANKRUPTCY	\$ 82.88
2015-03-0101525	PATTERSON RONALD JR	BANKRUPTCY	\$ 318.20
2015-04-0086330	EDMISTON JAMES A	BANKRUPTCY	\$ 463.65
2015-04-0089108	HEALY WILLIAM T JR	BANKRUPTCY	\$ 74.37
2015-04-0099156	SALCEDO BLAIR B	BANKRUPTCY	\$ 288.82
Grand Total: 160			\$ 170,108.47

CITY OF BRIDGEPORT
OFFICE OF THE CITY ATTORNEY

999 Broad Street
Bridgeport, Connecticut 06604-4328

CITY ATTORNEY
R. Christopher Meyer

DEPUTY CITY ATTORNEY
John P. Bohannon, Jr.

ASSISTANT CITY ATTORNEYS
Edmund F. Schmidt
Eroll V. Skyers

ASSOCIATE CITY ATTORNEYS

Mark T. Anastasi
Gregory M. Conte
Richard G. Kascak, Jr.
Russell D. Liskov
John R. Mitola
Ronald J. Pacacha
Lisa R. Trachtenburg



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

**COMM. #85-16 Ref'd to Miscellaneous Matters Committee
On 06/05/2017**

June 1, 2017

City Council
of the City of Bridgeport
45 Lyon Terrace
Bridgeport CT 06604

**Re: Proposed Referral of Litigation Matter to Misc. Matters Committee / MTM Family
Limited Partnership v. City of Bridgeport, et. al. Docket NO. FBT CV14 – 6044600S**

Dear Honorable Councilpersons:

Kindly place the above-referenced matter on an Addendum to the City Council Agenda for the Monday, June 5, 2017 meeting **FOR REFERRAL ONLY TO THE MISCELLANEOUS MATTERS COMMITTEE.**

Plaintiff	Legal Representative	Nature of Claim
MTM Family Limited Partnership	Charles J. Willinger, Jr., Esq. Willinger, Willinger & Bucci, P.C. 855 Main Street, 5 th Floor Bridgeport, CT 06604	Municipal Estoppel

RECEIVED
CITY CLERK'S OFFICE
JUN 11 10 5:36 AM
ATTEST
CITY CLERK

Thank you for your assistance in this matter.

Very truly yours,

Mark T. Anastasi
Mark T. Anastasi
Assoc. City Atty.

Cc: Lydia Martinez, City Clerk
Frances Ortiz, Asst. City Clerk
R. Christopher Meyer, City Atty.
Daniel Shamus, Chief of Staff
Kimberly Staley, CAO



City of Bridgeport, Connecticut

Office of the City Clerk

To the City Council of the City of Bridgeport.

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

Item No. *71-16 Consent Calendar

WHEREAS, the City Charter of the City of Bridgeport, Chapter 2 – Officers and Elections, requires that all officers of the city, elected or appointed under the provisions of the charter, shall be residents and registered voters of the City of Bridgeport; and

WHEREAS, there have been allegations raised as to the residency of elected officials in the city in the immediate past; and

WHEREAS, there has been a lapse in the re-appointment of board and/or commission members in recent years, with no re-verification of residency; and

WHEREAS, it is important to city residents to trust that each elected or appointed officer of the city resides in the city or appropriate district during their entire term of office or service; and

WHEREAS, such information is regularly provided to the public by comparable Connecticut municipalities; Now Therefore,

BE IT ORDAINED: By the City Council of the City of Bridgeport that the Bridgeport Municipal Code of Ordinances, Chapter 2.02 – Administrative Regulations Generally, is hereby amended to add new Section 2.02.080 – Residency reporting of all municipal elected officials, board and commission members as follows:

NEW:

2.02.080 Residency reporting of all municipal elected officials, board and commission members.

All municipal elected officers, as well as board and commission members (mayoral-appointed or otherwise), are required to provide their current residence street address of record to the town clerk's office by January 31st of each year of service. Any change of residence address during service as an elected officer or board member must be reported to the town clerk's office within 30 days of such residency change.

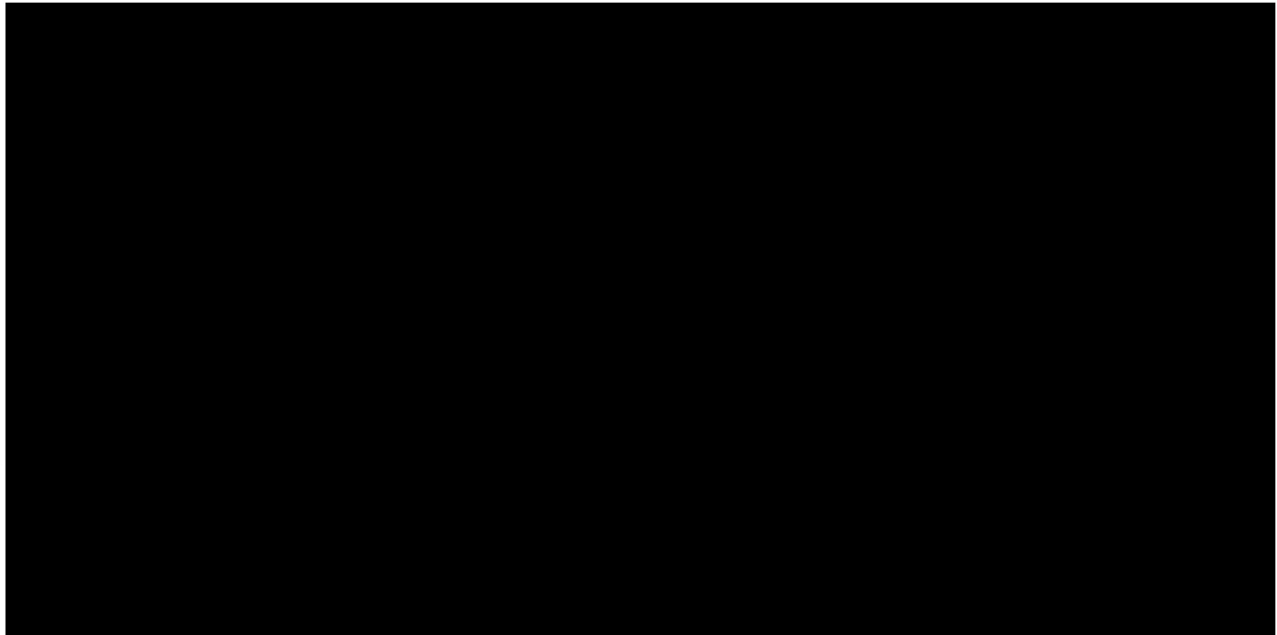


City of Bridgeport, Connecticut
Office of the City Clerk

Report of Committee on Ordinances
Item No. *71-16 Consent Calendar

-2-

RESPECTFULLY SUBMITTED,
THE COMMITTEE ON
ORDINANCES



City Council Date: Tabled by Full Council and Ref'd back to Committee on: June 5, 2017

Item# *55-16 Consent Calendar

Grant Submission: re State of Connecticut
Department of Transportation Federal Transit
Administration Section 5310 Program - Bus
Purchase. (#17230)



**Report
of
Committee
on**

CEA and Environment

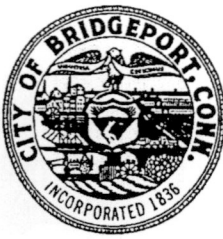
City Council Meeting Date: June 5, 2017

Attest: Lydia N. Martinez
Lydia N. Martinez
Lydia N. Martinez, City Clerk

Approved by: Joseph P. Ganin
Joseph P. Ganin
Joseph P. Ganin, Mayor
Date Signed: 6/27/17

In accordance with the Charter of the City of Bridgeport, Chapter 5, Section 11, the following resolution was approved by the City Council of the City of Bridgeport on June 5, 2017, and does not require Mayoral signature; said approval effective as of June 27, 2017.

RECEIVED
CITY CLERK'S OFFICE
2017 JUN 27 P 3:22
ATTEST
CITY CLERK



City of Bridgeport, Connecticut

Office of the City Clerk

To the City Council of the City of Bridgeport.

The Committee on Economic and Community Development and Environment begs leave to report; and recommends for adoption the following resolution:

Item No. *55-16 Consent Calendar

**A Resolution by the Bridgeport City Council
Regarding the
State of Connecticut Department of Transportation
Federal Transit Administration Section 5310 Program**

WHEREAS, the **State of Connecticut Department of Transportation** is authorized to extend financial assistance to municipalities in the form of grants; and

WHEREAS, this funding has been made possible through the **Federal Transit Administration Section 5310 Program**; and

WHEREAS, funds under this grant will be used to purchase a replacement bus for the Department on Aging Senior Transportation Program; and

WHEREAS, it is desirable and in the public interest that the City of Bridgeport, **Office of Central Grants**, submits an application to the **State of Connecticut Department of Transportation** to purchase a service bus.

NOW THEREFORE, BE IT HEREBY RESOLVED BY THE CITY COUNCIL:

1. That it is cognizant of the City's grant application to and contract with the **State of Connecticut Department of Transportation** for the purpose of the **Federal Transit Administration Section 5310 Program**.
2. That it hereby authorizes, directs and empowers the Mayor or his designee, the **Director of the Central Grants**, to execute and file such application with the **State of Connecticut Department of Transportation Federal Transit Administration Section 5310 Program (#17230)** and to provide such additional information and to execute such other contracts, amendments, and documents as may be necessary to administer this program.

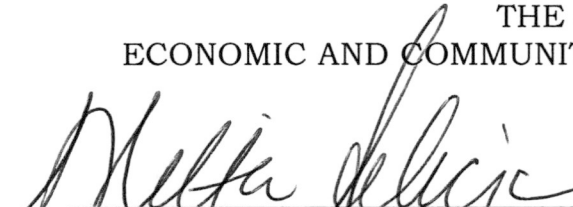



City of Bridgeport, Connecticut Office of the City Clerk

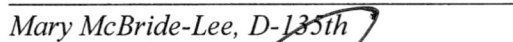
Report of Committee on **ECD and Environment**
Item No. *55-16 Consent Calendar

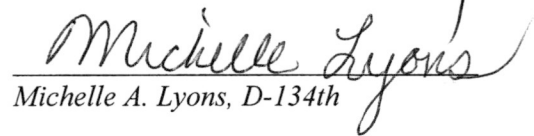
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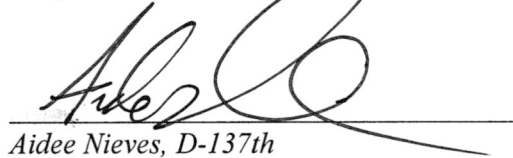
RESPECTFULLY SUBMITTED,
THE COMMITTEE ON
ECONOMIC AND COMMUNITY DEVELOPMENT AND ENVIRONMENT


Milta I. Feliciano, D-137th, Co-Chair

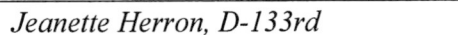

M. Evette Brantley, D-132nd, Co-Chair


Mary McBride-Lee, D-135th


Michelle A. Lyons, D-134th


Aidee Nieves, D-137th


Eneida L. Martinez, D-139th


Jeanette Herron, D-133rd

City Council Date: June 5, 2017

Item # *64-16 Consent Calendar

Grant Submission: re Department of Housing and Urban Development (HUD) Lead-Based Paint Hazard Control Program. (#18372)



**Report
of
Committee
on**

CEQA and Environment

City Council Meeting Date: June 5, 2017

Attest:

Lydia N. Martinez

Lydia N. Martinez, City Clerk

Approved by:

Joseph P. Garin
Joseph P. Garin, Mayor

Date Signed:

6/27/17

In accordance with the Charter of the City of Bridgeport, Chapter 5, Section 11, the following resolution was approved by the City Council of the City of Bridgeport on June 5, 2017, and does not require Mayoral signature; said approval effective as of June 27, 2017.

RECEIVED
CITY CLERK'S OFFICE
2017 JUN 27 P 3:23
ATTEST
CITY CLERK



City of Bridgeport, Connecticut

Office of the City Clerk

To the City Council of the City of Bridgeport.

The Committee on Economic and Community Development and Environment begs leave to report; and recommends for adoption the following resolution:

Item No. *64-16 Consent Calendar

**A Resolution by the Bridgeport City Council
Regarding the
Department of Housing and Urban Development (HUD)
Lead-Based Paint Hazard Control Program**

WHEREAS, the **Department of Housing and Urban Development** is authorized to extend financial assistance to municipalities in the form of grants; and

WHEREAS, this funding has been made possible through the **Lead-Based Paint Hazard Control Program**; and

WHEREAS, funds under this grant will be used to support activities of the Bridgeport Lead Hazard Control Program; and

WHEREAS, it is desirable and in the public interest that the City of Bridgeport **Health Department** submits an application to the **Department of Housing and Urban Development** to support lead hazard education and control activities.

NOW THEREFORE, BE IT HEREBY RESOLVED BY THE CITY COUNCIL:

1. That it is cognizant of the City's grant application to and contract with the **Department of Housing and Urban Development** for the purpose of its **Lead-Based Paint Hazard Control Program**.
2. That it hereby authorizes, directs and empowers the Mayor or his designee, the **Central Grants Director**, to execute and file such application with the **Department of Housing and Urban Development** and to provide such additional information and to execute such other contracts, amendments, and documents as may be necessary to administer this program.



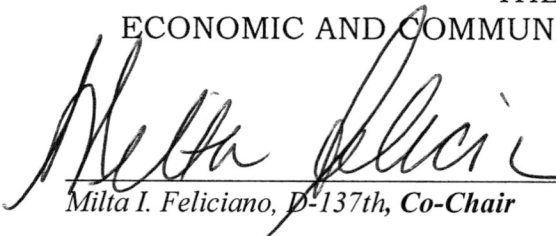
City of Bridgeport, Connecticut

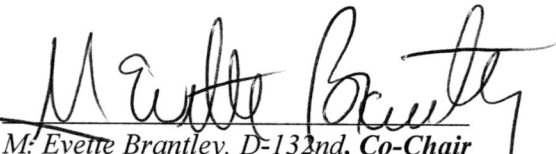
Office of the City Clerk

Report of Committee on **ECD and Environment**
Item No. *64-16 Consent Calendar

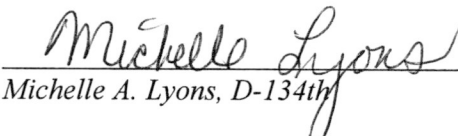
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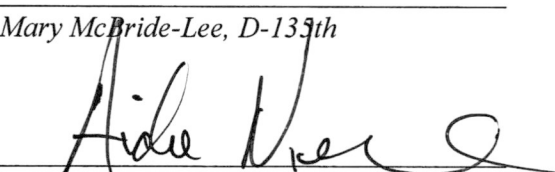
RESPECTFULLY SUBMITTED,
THE COMMITTEE ON
ECONOMIC AND COMMUNITY DEVELOPMENT AND ENVIRONMENT


Milta I. Feliciano, D-137th, Co-Chair


M. Evette Brantley, D-132nd, Co-Chair

Mary McBride-Lee, D-135th


Michelle A. Lyons, D-134th


Aidee Nièves, D-137th


Eneida L. Martinez, D-139th

Jeanette Herron, D-133rd

City Council Date: June 5, 2017

Item# *65-16 Consent Calendar

2017 Neighborhood Assistance Act.



Report
of
Committee
on

CEQA and Environment

City Council Meeting Date: June 5, 2017

Attest:

Lydia N. Martinez
Lydia N. Martinez, City Clerk

Approved by:

Joseph P. Ganim
Joseph P. Ganim, Mayor

Date Signed:

6/27/17

Chapter 5, Section 11, the following resolution was approved by the City Council of the City of Bridgeport on June 5, 2017, and does not require Mayoral signature; said approval effective as of June 27, 2017.

RECEIVED
CITY CLERK'S OFFICE
2017 JUN 27 P 3:23
ATTEST
CITY CLERK



City of Bridgeport, Connecticut

Office of the City Clerk

To the City Council of the City of Bridgeport.

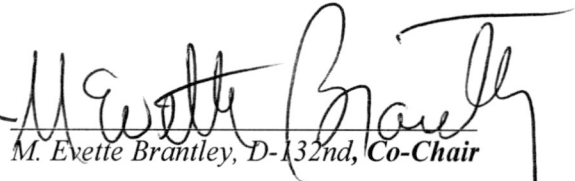
The Committee on Economic and Community Development and Environment begs leave to report; and recommends for adoption the following resolution:

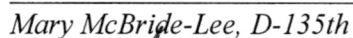
Item No. *65-16 Consent Calendar

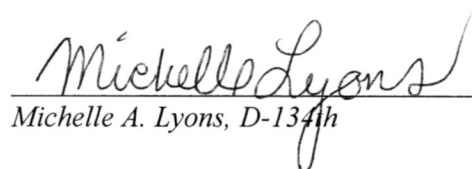
RESOLVED, That the Mayor of the City of Bridgeport is empowered to enter into and amend contractual instruments in the name and on behalf of this Contractor with the Department of Revenue Services for the 2017 Neighborhood Assistance Act Program and to affix the corporate seal.

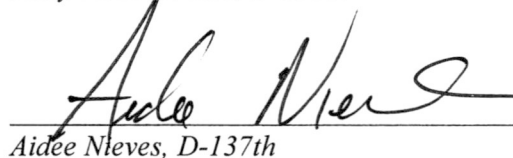
RESPECTFULLY SUBMITTED,
THE COMMITTEE ON
ECONOMIC AND COMMUNITY DEVELOPMENT AND ENVIRONMENT


Milta I. Feliciano, D-137th, Co-Chair

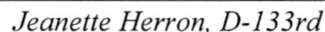

M. Evette Brantley, D-132nd, Co-Chair


Mary McBride-Lee, D-135th


Michelle A. Lyons, D-134th


Aídeé Neves, D-137th


Eneida L. Martinez, D-139th


Jeanette Herron, D-133rd

City Council Date: June 5, 2017

CITY OF BRIDGEPORT

2017 CONNECTICUT NEIGHBORHOOD ASSISTANCE ACT

<u>ORGANIZATION</u>	<u>PROGRAM</u>
<u>AMOUNT</u>	
1. Big Brothers Big Sisters of SW Ct, Inc.	One to One Mentoring
\$150,000	
2. Bridgeport Public Education Fund, Inc.	Bridgeport Public Education Education Fund Enrichment Program
\$150,000	
3. Central Ct Coast YMCA	
\$50,000	South End Community Center-Children and Family
4. Central Ct Coast YMCA	YMCA PALS Day care Centers
\$50,000	
5. Junior Achievement of Western Ct, Inc.	
\$50,000	financial literacy programs
6. Mercy Learning Center	Literacy and Life Skills Program
\$150,000	
7. Wakeman Memorial Asst, Inc	Energy Efficient updates
\$3,400.00	
8. Bridgeport Neighborhood Trust	East End Community Initiative
\$150,000	
9. Habitat for Humanity of Coastal Fairfield County	Habitat CFC Program
\$150,000	

10. Hall Neighborhood House, Inc	Healthy cooking series
\$25,000	
11. School Volunteer Association of Bridgeport	School Volunteer Programs
\$12,000	
12. Southwestern Area Health Education Center, Inc	Community Health Workers
\$24,000	
13. Boys and Girls Club of Bridgeport, CT	Orcutt programs Administration
\$150,000	
14. Boys and Girls Club of Bridgeport, CT	Operating and Capital Campaign
\$150,000	
15. Bridgeport Economic Development Corporation	Bridgeport Brownfields Reclamation
\$25,000	
16. Bridgeport Economic Development Corporation Strategic Plan	Bridgeport Innovation Places
\$50,000	
17. Connecticut Zoological Society	Greenhouse energy Conservation
\$150,000	
18. Federation for Jewish Philanthropy of upper Ffld County	Integrated Child book
\$95,000	
19. Neighborhood Studios of Fairfield County	Purchase of new Service bus
\$84,500	
20. Cardinal Shehan Center	Swimming Program & Sailing
\$25,000	

21. **Bridgeport Rescue Mission**

Window & Roof Replacement

\$147,257

Item# *70-16 (Ref. #119-15) Consent Calendar

Resolution authorizing the renewal of rental space for Downtown Design Center Federal Coastal Resiliency Projects - 7 Middle Street.



**Report
of
Committee
on**

EDA and Environment

City Council Meeting Date: June 5, 2017

Attest: Lydia N. Martinez
Lydia N. Martinez, City Clerk

Approved by: Joseph P. Gartin
Joseph P. Gartin, Mayor

Date Signed: 6/27/17

In accordance with the Charter of the City of Bridgeport, Chapter 5, Section 11, the following resolution was approved by the City Council of the City of Bridgeport on June 5, 2017, and does not require Mayoral signature; said approval effective as of June 27, 2017.

RECEIVED
CITY CLERK'S OFFICE
2017 JUN 27 P 3:23
ATTEST
CITY CLERK



City of Bridgeport, Connecticut

Office of the City Clerk

To the City Council of the City of Bridgeport.

The Committee on Economic and Community Development and Environment begs leave to report; and recommends for adoption the following resolution:

Item No. *70-16 (Ref. #119-15) Consent Calendar

**A Resolution Authorizing the Renewal of a Lease
For the Downtown Design Center
As part of
Federal Coastal Resiliency Projects in Bridgeport**

WHEREAS, the State of Connecticut has received more than \$50 Million of federal funding through the Rebuild by Design (RBD) program and the National Disaster Resilience (NDR) program to address coastal resiliency issues in Bridgeport's South End neighborhood; and

WHEREAS, as part of the application for the Rebuild by Design program, the City proposed the concept of a Downtown Design Center which would be a central location for the planning for coastal resiliency and community engagement in the City of Bridgeport; and

WHEREAS, the need was articulated for transparent space where community meetings could be held and design products would be displayed and visible through windows on the street at a convenient location accessible to transit; and

WHEREAS, the City of Bridgeport itself had no conforming space that was ready to occupy and could be exclusively dedicated to the Design Center activity for an extended period of time; and

WHEREAS, space was investigated in several buildings and discussed with several potential landlords in downtown Bridgeport and it was found that 7 Middle Street was the only space downtown with the prerequisite visibility that was also move-in ready; and

WHEREAS, the City Council approved a lease for this space per Item #119-15 on June 6, 2016; and

WHEREAS, RBD-NDR has occupied and continues to occupy 7 Middle Street via the approved lease, which expired on December 31, 2016; and

WHEREAS, RBD-NDR and the City would like to renew the lease through a term that would run from 1/1/17 to 12/31/17 at an annual cost to the City of \$25,200 with a renewal (at the City's election) from 1/1/18 to 12/31/18 at an annual cost of \$26,400; and



City of Bridgeport, Connecticut

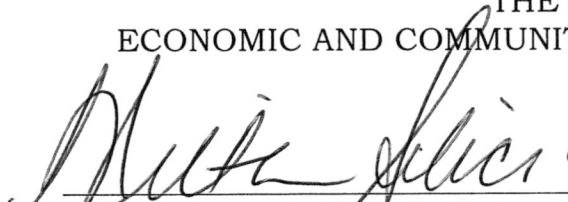
Office of the City Clerk

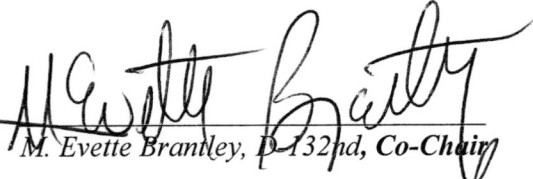
Report of Committee on **ECD and Environment**
Item No. *70-16 (Ref. #119-15) Consent Calendar

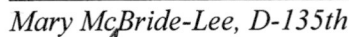
-2-


NOW, THEREFORE BE IT RESOLVED, that the City Council authorizes the Mayor and/or the Director of the Office of Planning and Economic to enter into the renewed lease in a manner consistent with the information in this resolution, and to take any and all other necessary actions consistent with this resolution.

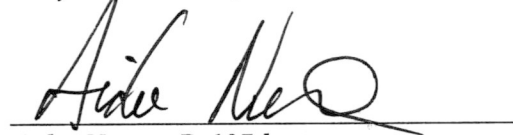
RESPECTFULLY SUBMITTED,
THE COMMITTEE ON
ECONOMIC AND COMMUNITY DEVELOPMENT AND ENVIRONMENT


Milta I. Feliciano, D-137th, Co-Chair

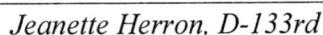

M. Evette Brantley, D-132nd, Co-Chair


Mary McBride-Lee, D-135th


Michelle A. Lyons, D-134th


Aidee Nieves, D-137th


Eneida L. Martinez, D-139th


Jeanette Herron, D-133rd

City Council Date: June 5, 2017

COMMERCIAL LEASE

THIS COMMERCIAL LEASE (this "Lease") is made and entered into effective on January 1, 2017 (the "Effective Date") by and between 109 WALL, LLC a Connecticut limited liability company at 10 Middle St. Bridgeport, CT 06604 ("Landlord") and WAGGONER & BALL ARCHITECTS, 2200 Prytania Street, New Orleans LA 70130 ("Tenant").

Landlord hereby leases to Tenant and Tenant hereby hires from Landlord, upon the terms, conditions and covenants herein contained, those certain premises containing approximately 1,812 square feet (the "Leased Premises"). The Leased Premises are located on the ground floor of Landlord's building located at an address of 7 Middle Street, Bridgeport, CT (the "Building").

THIS LEASE is made upon the following terms and conditions:

1. Term. The term of this Lease (the "Term") shall be a period of twelve (12) months commencing on January 1, 2017 (the "Commencement Date") and expiring at 11:59 p.m. on December 31, 2017.

2. Rent. Beginning on the Commencement Date and continuing throughout the Term, Tenant shall pay Landlord rent in the amount of Twenty Five Thousand Two Hundred Dollars (the "Rent") for the twelve month Term. The Rent shall be payable to Landlord at 10 Middle Street, 17th Floor, Bridgeport CT or such other address as may be designated from time to time by written notice from Landlord. Landlord acknowledges the CITY OF BRIDGEPORT as payor/payer for Rent on behalf of Waggoner & Ball Architects.

3. Delivery by Landlord/Repair and Maintenance. Landlord agrees to deliver possession of the Leased Premises to Tenant on the Commencement Date in a clean and broom-swept condition, free from all garbage, refuse and debris with all systems in good mechanical and operating order. Landlord shall make necessary structural repairs to the Building and shall keep in good condition and repair the foundations and roof of the Building. Landlord shall maintain the common areas servicing the Building in good condition and repair, and Tenant shall reimburse Landlord for its 1/3 proportionate share of the common area expenses. Landlord shall not be required to make any such repairs where same were caused or occasioned by any act, omission or negligence of Tenant, any subtenant or concessionaire of Tenant, or any of their respective officers, employees, agents, customers, invitees or contractors. Landlord shall not be required to commence any such repair until notice shall be received from Tenant specifying the nature of the repair. Except for repairs required to be performed by Landlord in this Lease, Tenant, at its own expense, shall perform all maintenance and make all repairs in or to the Leased Premises, and shall keep clean, neat, safe, sanitary, in good order, repair and condition the Leased Premises. With respect to any maintenance or repair required to be performed by Tenant under any provision of this Lease, Landlord shall have the right and option (but not the obligation) ten (10) days after written notice to Tenant of such requirement, to perform the same on behalf of Tenant, and at Tenant's sole cost and expense. In the event that Landlord elects to perform any of the foregoing on behalf of Tenant, then, at the sole option of Landlord, Tenant

shall pay Landlord on demand all reasonable costs and expenses actually incurred by Landlord in performing same. Notwithstanding the foregoing, Tenant, at its expense, shall be responsible for repairing any damage to the Leased Premises caused by Tenant.

4. Use of Leased Premises/Compliance with Laws. The Leased Premises may be used and occupied by Tenant for office use only. Tenant shall comply with all applicable laws, ordinances and regulations respecting Tenant's business operations conducted upon the Leased Premises.

5. Real Estate Taxes. Landlord, at its expense, shall pay, prior to delinquency, all ad valorem property taxes imposed upon the land and improvements comprising the Leased Premises becoming due and payable during the Term and agrees to hold Tenant harmless with respect thereto. Tenant shall reimburse Landlord monthly for its 1/3 proportionate share of Real Estate Taxes.

6. Utilities. All utilities shall be at the sole expense of Tenant. Tenant shall make payments directly to the service provider with the exception of water use and WPCA fees. Landlord shall invoice Tenant for Tenant's proportionate share of Water Use and WPCA fees as Additional Rent. Any and all sums required to be paid by Tenant hereunder, shall, for purposes of Landlord's rights upon the non-payment thereof, be deemed in all respects to be "Additional Rent" subject to the same duties and obligations and the same remedies of Landlord for the non-payment of the Rent. Tenant shall provide and pay for its own cleaning and janitorial services in the Premises.

7. Insurance. Landlord, at its expense, shall be responsible for insuring the building and improvements in which the Leased Premises are located. Tenant, at its expense, shall be responsible for insuring Tenant's personal property located on the Leased Premises. Tenant shall secure and carry, at its own expense, throughout the Term, the following insurance: (a) comprehensive general public liability insurance in respect of the Leased Premises and the conduct and operation of its business therein, with Landlord as an additional insured, and, at Landlord's request, with the mortgagees of all or any part of the Building as additional insured(s), with limits of not less than ONE MILLION (\$1,000,000.00) DOLLARS for bodily injury or death to any one person and THREE MILLION (\$3,000,000.00) DOLLARS for bodily injury or death to any number of persons in any one occurrence, and FIVE HUNDRED THOUSAND (\$500,000.00) DOLLARS for property damage, including water damage and sprinkler leakage legal liability, to be written on an "occurrence basis", so-called, (b) fire and extended coverage insurance in respect of Tenant's fixtures, furniture, furnishings, removable floor coverings, equipment, signs and all other Tenant's Improvements and/or property of Tenant in the Leased Premises in amounts equal to the full replacement value thereof, and (c) any other insurance reasonably required by Landlord. Before the commencement of the Term, Tenant shall deliver to Landlord certificates naming Landlord as additional insureds for on-going and completed operations and evidencing such fully paid-for coverage. Landlord acknowledges and agrees that the foregoing insurance requirements of Tenant may be satisfied in whole or in part through one or more self-insurance plans and/or commercial policies, including, without limitation, "umbrella" policies.

8. Casualty. If the Leased Premises are destroyed or damaged by fire or other casualty during the Term so as to render the Leased Premises untenable, then Tenant may terminate this Lease as of the date of the damage.

9. Alterations. Tenant agrees not to make any interior and/or exterior alterations or additions to any portion of the Leased Premises without the prior written consent of Landlord. Notwithstanding the foregoing,

10. Assignment and Subletting. Tenant shall have no right to assign Tenant's interest in this Lease or to sublet the Leased Premises without having obtained the prior written consent of the Landlord, which consent may be denied or withheld in Landlord's sole discretion.

11. Default. If Tenant fails to pay any Rent or Additional Rent or other amount payable by Tenant hereunder within five (5) days of Tenant's receipt of written notice from Landlord or if Tenant otherwise fails to perform under this Lease and such default is not cured within ten (10) days after Tenant's receipt of written notice from Landlord (each being herein defined as an "Event of Default"), Landlord may terminate this Lease and Tenant's right to occupy the Leased Premises; provided, however, that in the event such failure is not capable of being cured within such ten (10) day period, Tenant shall be given such additional time as is required to cure such failure, so long as Tenant commences such cure within said ten (10) day period and diligently prosecutes the cure to completion. This Lease and the Term and estate hereby granted are subject to the limitation that, whenever an Event of Default has occurred and is continuing (beyond any applicable cure period), Landlord will have the right, notwithstanding the fact that Landlord may have some other remedy hereunder or at law or in equity, to terminate this Lease on a date specified in a written termination notice delivered to Tenant, which date must be at least five (5) days after the date Tenant receives such termination notice. Upon the date specified in Landlord's termination notice, this Lease and the estate hereby granted will terminate with the same force and effect as if the date specified in Landlord's notice was the expiration date of the Term. If Landlord terminates this Lease pursuant to this Section 11, Tenant will remain liable for (i) the sum of (x) all Rent, Additional Rent, and other amounts payable by Tenant hereunder until the date this Lease would have expired had such termination not occurred, and (y) all reasonable expenses actually incurred by Landlord in re-entering the Leased Premises, repossessing the same, making good any default of Tenant, removing and storing any property left in the Leased Premises following such termination, and any and all reasonable expenses which Landlord may incur during the occupancy of any new tenant (other than expenses of a type that are Landlord's responsibility under the terms of this Lease); less (ii) the net proceeds of any reletting actually received by Landlord. Tenant agrees to pay to Landlord the difference between items (i) and (ii) above with respect to each month during the period that would have constituted the balance of the Term, at the end of such month. Landlord agrees to use reasonable efforts to mitigate its damages resulting from and Event of Default, including reasonable efforts to relet the Leased Premises.

12. Surrender. Upon the expiration or earlier termination of this Lease, Tenant shall surrender the Leased Premises to Landlord in as good condition as when received, ordinary wear and tear excepted. Tenant may remove any of Tenant's trade fixtures, furniture, equipment and other personal property from the Leased Premises and Tenant shall repair any damage which may result to the Leased Premises from such removal. Any personal property remaining in the

Leased Premises after the expiration or earlier termination of this Lease will be deemed to have been abandoned by Tenant and Landlord will have the right to retain such property as its own or dispose of such property at Tenant's sole cost and expense. If Tenant, holds over possession of the Leased Premises beyond the expiration or earlier termination of this Lease, such holding over will not be deemed to extend the Term or renew this Lease but such holding over will continue upon the terms, covenants and conditions of this Lease except that the charge for use and occupancy of the Leased Premises for each calendar month or portion thereof that Tenant or such assignee or subtenant holds over will be a liquidated sum equal to Four Thousand Dollars and Additional Rent charges then in effect preceding the expiration or earlier termination of this Lease.

13. Quiet Enjoyment. So long as Tenant pays the Rent and performs Tenant's covenants, Tenant shall peacefully and quietly hold the Leased Premises throughout the Term free from hindrance or molestation by Landlord and others claiming by, through or under Landlord.

14. Notices. Any notice required or permitted to be given to a party under the provisions of this Lease shall be in writing and shall be delivered as follows: (i) personally served upon the party receiving notice, (ii) mailed by certified or registered United States mail, postage prepaid, return receipt requested, or (iii) sent via another receipted courier service, addressed as follows:

Landlord: **109 WALL, LLC**
 Attention: Karolyn M. Egbert
 10 Middle St., 17th Floor
 Bridgeport, CT 06604

Tenant: **WAGGONNER & BALL ASSOCIATES**
 Attention: David Waggonner
 2200 Prytania Street
 New Orleans LA 70130

Either party may, from time to time, change its notice address by written notice to the other party at its then-current mailing address, in accordance with the provisions of this Section.

15. Waiver. No waiver by the parties hereto of any default or breach of any term, condition or covenant shall be deemed to be a waiver of a later violation of the same or of any other term, condition or covenant contained herein.

16. Brokers. Except as herein specifically provided, each party warrants and represents to the other that it has not authorized any broker or finder or other persons to act on its behalf in connection with this Lease and that it has not dealt with any broker or finder purporting to act for any other party. Each party agrees to indemnify and hold the other harmless with respect to a breach of the foregoing warranty and representation. The parties acknowledge that

Trefz Properties ("Landlord's Broker") represents Landlord. Landlord agrees to pay to Landlord's Broker a real estate commission pursuant to a separate agreement between Landlord and Landlord's Broker.

17. Binding Effect. This Lease and the covenants and agreements of the parties hereunder shall be binding upon and inure to the benefit of Landlord and Tenant and their respective successors and assigns.

18. Partial Invalidity. In the event any clause, term or condition of this Lease shall be determined to be illegal or unenforceable under any applicable governmental laws, orders, rules or regulations, this Lease shall remain in full force and effect as to all other terms, conditions and provisions.

19. Entire Agreement. This Lease constitutes the entire agreement of the parties with respect to the subject matter hereof and may be amended or modified only in writing signed by both parties, and all prior agreements or understandings between the parties, either oral or written, are superseded by this Lease.

20. Law Governing. This Lease shall be governed by the laws of the State in which the Leased Premises is located.

21. Environmental. Landlord warrants and represents to Tenant that the Leased Premises are free from any recognized environmental conditions, hazardous materials or other environmentally threatening condition or material. Landlord agrees to indemnify and hold harmless Tenant from and against any and all liabilities (including reasonable attorney fees) arising from the violation of the warranties and representations of Landlord made herein, including, without limitation, those warranties and representations made in this Section 21.

22. Attorney Fees. In the event of default by Tenant in the performance of any of the covenants of this Lease or the payment of any rent, additional rent or other sums due hereunder, then Tenant agrees to pay any and all costs actually incurred by Landlord in the collection and/or enforcement thereof, including reasonable attorneys' fees, all whether or not suit shall have been commenced. In the event it becomes necessary to commence a lawsuit to enforce or otherwise give effect to the terms of this Lease, the prevailing party shall be entitled to recover from the other party reasonable attorney fees and expenses actually incurred by reason of the lawsuit.

23. Security Deposit. Tenant, upon the execution of this Lease, shall deposit with Landlord the sum of **Four Thousand Dollars (\$4,000.00)** as a Security Deposit. Said deposit shall be held by Landlord without liability for interest, as security for the faithful performance by Tenant of all of the terms, covenants and conditions of this Lease by Tenant to be kept and performed during the term hereof. In the event of the failure of Tenant to keep and perform any of the terms, covenants and conditions of this Lease to be kept and performed by Tenant, then Landlord at its option may appropriate and apply said entire security deposit, or so much thereof as may be necessary, to compensate the Landlord for loss or damage sustained or suffered by Landlord due to such breach on the part of Tenant. Should Tenant comply with all of said terms, covenants and conditions and promptly pay all of the rent herein provided for as it falls due, and

all other sums payable by Tenant to Landlord hereunder, the said security deposit shall be returned in full to Tenant at the end of the term of this Lease, or upon the earlier termination of this Lease.

24. This Lease may be executed in counterparts each of which shall be deemed an original and all of which together shall constitute one instrument. Facsimile or electronically transmitted signatures shall be deemed for all purposes to be originals.

IN WITNESS WHEREOF, the parties have executed this Lease as of the Effective Date.

**LANDLORD:
109 WALL, LLC**

By _____
Chris C. Trefz

**TENANT:
WAGGONNER & BALL ARCHITECTS**

By: _____
David Waggonner, President

**PAYOR/PAYER:
CITY OF BRIDGEPORT**

By: _____
Edward Lavernoich, OPED Director
as authorized by resolution

Item# *74-16 Consent Calendar

Grant Submission: re Southwestern Connecticut Agency on Aging (SWCAA) Title III Funding Older Americans Act Grant Program - Bridgeport Senior Center Recreation Activities Program. (#18533)



**Report
of
Committee
on**

CCD and Environment

City Council Meeting Date: June 5, 2017

Attest: Lydia N. Martinez
Lydia N. Martinez, City Clerk

Approved by: Joseph P. Ganim
Joseph P. Ganim, Mayor

Date Signed: 6/27/17

In accordance with the Charter of the City of Bridgeport, Chapter 5, Section 11, the following resolution was approved by the City Council of the City of Bridgeport on June 5, 2017, and does not require Mayoral signature; said approval effective as of June 27, 2017.

RECEIVED
CITY CLERK'S OFFICE
2017 JUN 27 P 3:23
ATTEST
CITY CLERK



City of Bridgeport, Connecticut

Office of the City Clerk

To the City Council of the City of Bridgeport.

The Committee on Economic and Community Development and Environment begs leave to report; and recommends for adoption the following resolution:

Item No. *74-16 Consent Calendar

**A Resolution by the Bridgeport City Council
Regarding the
Southwestern Connecticut Agency on Aging (SWCAA)
Title III Funding Older Americans Act Grant Program**

WHEREAS, the **Southwestern Connecticut Agency on Aging (SWCAA)** is authorized to extend financial assistance to municipalities in the form of grants; and

WHEREAS, this funding has been made possible through the **Title III Funding Older Americans Act Grant Program**; and

WHEREAS, funds under this grant will be used to support Bridgeport senior center recreation activities; and

WHEREAS, it is desirable and in the public interest that the City of Bridgeport submits an application to the **Southwestern Connecticut Agency on Aging (SWCAA)** to support recreational activities at the city's senior centers.

NOW THEREFORE, BE IT HEREBY RESOLVED BY THE CITY COUNCIL:

1. That it is cognizant of the City's grant application to and contract with the **Southwestern Connecticut Agency on Aging (SWCAA)** for the purpose of its **Title III Funding Older Americans Act Grant Program**.
2. That it hereby authorizes, directs and empowers the Mayor or his designee, the **Central Grants Director**, to execute and file such application with the **Southwestern Connecticut Agency on Aging (SWCAA) Title III Funding Older Americans Act Grant Program** and to provide such additional information and to execute such other contracts, amendments, and documents as may be necessary to administer this program.



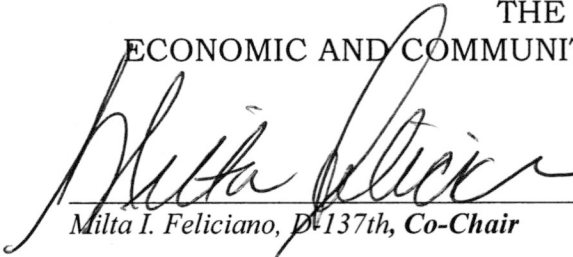
City of Bridgeport, Connecticut

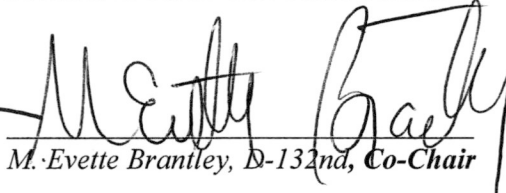
Office of the City Clerk

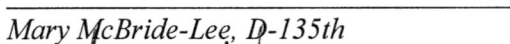
Report of Committee on **ECD and Environment**
Item No. *74-16 Consent Calendar

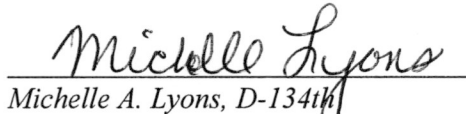
-2-


RESPECTFULLY SUBMITTED,
THE COMMITTEE ON
ECONOMIC AND COMMUNITY DEVELOPMENT AND ENVIRONMENT


Milta I. Feliciano, D-137th, Co-Chair

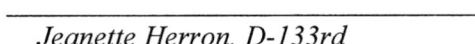

M. Evette Brantley, D-132nd, Co-Chair


Mary McBride-Lee, D-135th


Michelle A. Lyons, D-134th


Aidee Nieves, D-137th


Eneida L. Martinez, D-139th


Jeanette Herron, D-133rd

City Council Date: June 5, 2017

Item# *75-16 Consent Calendar

Grant Submission: re Southwestern Connecticut Agency on Aging (SWCAA) Title III Funding Older Americans Act Grant Program - Elderly Hispanic Program. (#18270)



**Report
of
Committee
on**

CEA and Environment

City Council Meeting Date: June 5, 2017

Attest: Lydia N. Martinez
Lydia N. Martinez, City Clerk

Approved by: Joseph P. Ganim
Joseph P. Ganim, Mayor

Date Signed: 6/27/17

In accordance with the Charter of the City of Bridgeport, Chapter 5, Section 11, the following resolution was approved by the City Council of the City of Bridgeport on June 5, 2017, and does not require Mayoral signature; said approval effective as of June 27, 2017.

RECEIVED
CITY CLERK'S OFFICE
2017 JUN 27 P 3:23
ATTEST
CITY CLERK



City of Bridgeport, Connecticut

Office of the City Clerk

To the City Council of the City of Bridgeport.

The Committee on Economic and Community Development and Environment begs leave to report; and recommends for adoption the following resolution:

Item No. *75-16 Consent Calendar

**A Resolution by the Bridgeport City Council
Regarding the
Southwestern Connecticut Agency on Aging (SWCAA)
Title III Funding Older Americans Act Grant Program**

WHEREAS, the **Southwestern Connecticut Agency on Aging (SWCAA)** is authorized to extend financial assistance to municipalities in the form of grants; and

WHEREAS, this funding has been made possible through the **Title III Funding Older Americans Act Grant Program**; and

WHEREAS, funds under this grant will be used to support the Elderly Hispanic Program; and

WHEREAS, it is desirable and in the public interest that the City of Bridgeport submits an application to the **Southwestern Connecticut Agency on Aging (SWCAA)** to support the provision of information and assistance to low-income, Hispanic, older adults aged 60+ in Bridgeport.

NOW THEREFORE, BE IT HEREBY RESOLVED BY THE CITY COUNCIL:

1. That it is cognizant of the City's grant application to and contract with the **Southwestern Connecticut Agency on Aging (SWCAA)** for the purpose of its **Title III Funding Older Americans Act Grant Program**.
2. That it hereby authorizes, directs and empowers the Mayor or his designee, the **Central Grants Director**, to execute and file such application with the **Southwestern Connecticut Agency on Aging (SWCAA) Title III Funding Older Americans Act Grant Program** and to provide such additional information and to execute such other contracts, amendments, and documents as may be necessary to administer this program.




City of Bridgeport, Connecticut

Office of the City Clerk

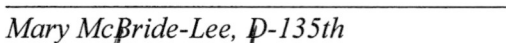
Report of Committee on **ECD and Environment**
Item No. *75-16 Consent Calendar


-2-

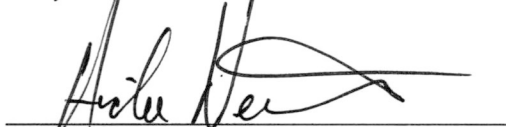
RESPECTFULLY SUBMITTED,
THE COMMITTEE ON
ECONOMIC AND COMMUNITY DEVELOPMENT AND ENVIRONMENT


Milta I. Feliciano, D-137th, Co-Chair


M. Erette Brantley, D-132nd, Co-Chair


Mary McBride-Lee, D-135th


Michelle A. Lyons, D-134th


Aidee Nieves, D-137th


Eneida L. Martinez, D-139th

Jeanette Herron, D-133rd

City Council Date: June 5, 2017

Item# *76-16 Consent Calendar

Grant Submission: re Connecticut State Library
FY2018 Targeted Grant for Historic Preservation
Program. (#18213)



**Report
of
Committee
on**

CEA and Environment

City Council Meeting Date: June 5, 2017

Attest:

Lydia N. Martinez

Lydia N. Martinez, City Clerk

Approved by:

Joseph F. Ganim

Joseph F. Ganim, Mayor

Date Signed:

6/27/17

In accordance with the Charter of the City of Bridgeport, Chapter 5, Section 11, the following resolution was approved by the City Council of the City of Bridgeport on June 5, 2017, and does not require Mayoral signature; said approval effective as of June 27, 2017.

RECEIVED
CITY CLERK'S OFFICE
2017 JUN 27 P 3:22
ATTEST
CITY CLERK



City of Bridgeport, Connecticut

Office of the City Clerk

To the City Council of the City of Bridgeport.

The Committee on Economic and Community Development and Environment begs leave to report; and recommends for adoption the following resolution:

Item No. *76-16 Consent Calendar

Regarding the Connecticut State Library FY 2018 Targeted Grant for Historic Documents Preservation Program

WHEREAS, the **Connecticut State Library** is authorized to extend financial assistance to municipalities in the form of grants; and

WHEREAS, this funding has been made possible through the **FY 2018 Targeted Grant for Historic Documents Preservation Program**; and

WHEREAS, funds under this grant will be used to digitize Building and Zoning records and ensure record preservation; and

WHEREAS, it is desirable and in the public interest that the City of Bridgeport submits an application to the **Connecticut State Library** to support historic document preservation and access.

NOW THEREFORE, BE IT HEREBY RESOLVED BY THE CITY COUNCIL:

1. That it is cognizant of the City's grant application to, and contract with **Connecticut State Library** for the purpose of its **FY 2018 Targeted Grant for Historic Documents Preservation Program**; and
2. That it hereby authorizes, directs and empowers the Mayor or his designee, the **Central Grants Director**, to execute and file such application with the **Connecticut State Library** and to provide such additional information and to execute such other contracts, amendments, and documents as may be necessary to administer this program.



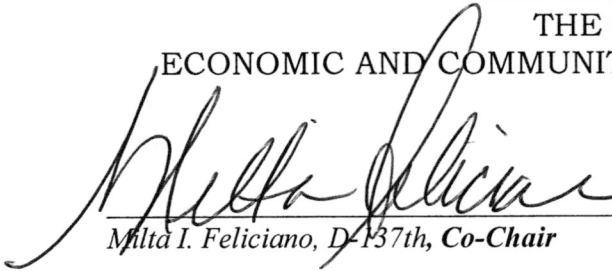
City of Bridgeport, Connecticut

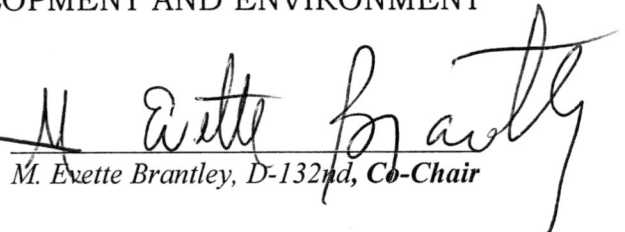
Office of the City Clerk

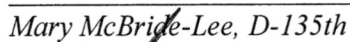
Report of Committee on **ECD and Environment**
Item No. *76-16 Consent Calendar

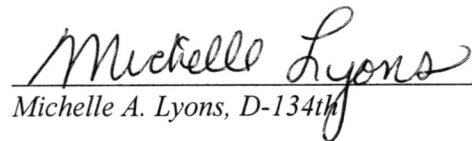
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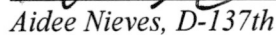
RESPECTFULLY SUBMITTED,
THE COMMITTEE ON
ECONOMIC AND COMMUNITY DEVELOPMENT AND ENVIRONMENT


Milta I. Feliciano, D-137th, Co-Chair

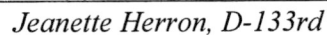

M. Evette Brantley, D-132nd, Co-Chair


Mary McBride-Lee, D-135th


Michelle A. Lyons, D-134th


Aidee Nieves, D-137th


Eneida L. Martinez, D-139th


Jeanette Herron, D-133rd

City Council Date: June 5, 2017

Item# *84-15 Consent Calendar

Appointment of Kristen Alvanson (D) to the Stratfield Historic District Commission.



**Report
of
Committee
on**

Miscellaneous Matters

City Council Meeting Date: June 5, 2017

Attest: Lydia N. Martinez
Lydia N. Martinez, City Clerk

Approved by: Joseph P. Ganim
Joseph P. Ganim, Mayor

Date Signed: 6/27/17

In accordance with the Charter of the City of Bridgeport, Chapter 5, Section 11, the following resolution was approved by the City Council of the City of Bridgeport on June 5, 2017, and does not require Mayoral signature; said approval effective as of June 27, 2017.

RECEIVED
CITY CLERK'S OFFICE
2017 JUN 27 P 3:22
ATTEST
CITY CLERK



City of Bridgeport, Connecticut

Office of the City Clerk

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:

Item No. *84-15 Consent Calendar

RESOLVED, That the following named individual be, and hereby is, Appointed to the Stratfield Historic District Commission in the City of Bridgeport and that said appointment, be and hereby is, approved, ratified and confirmed.

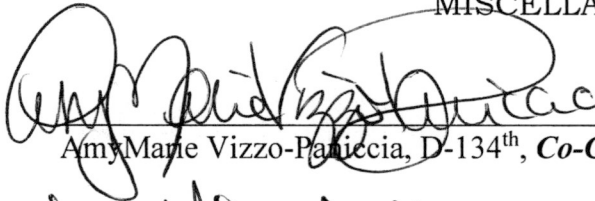
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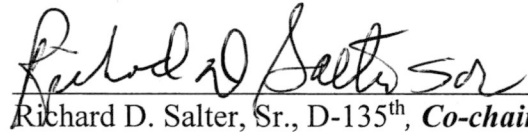
TERM EXPIRES


Kristen Alvanson (D)
63 Rusling Place
Bridgeport, CT 06604

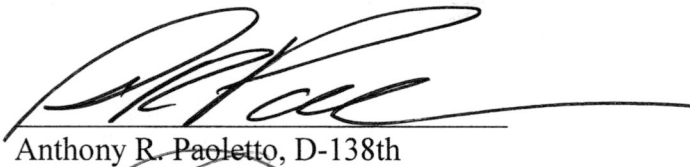
December 31, 2020

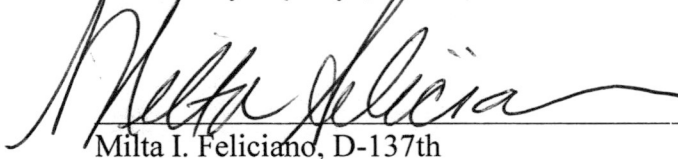
RESPECTFULLY SUBMITTED,
THE COMMITTEE ON
MISCELLANEOUS MATTERS


Amy Marie Vizzo-Paniccia, D-134th, *Co-Chair*

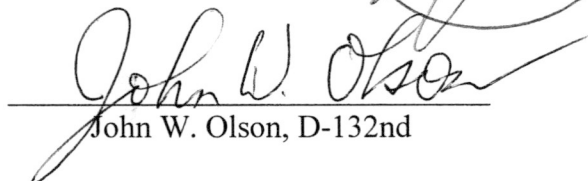

Richard D. Salter, Sr., D-135th, *Co-chair*


Denese Taylor Moyer, D-131st


Anthony R. Paoletto, D-138th


Milta I. Feliciano, D-137th


Nessah J. Smith, D-138th


John W. Olson, D-132nd

City Council Date: June 5, 2017

Item# *78-16 Consent Calendar

Resolution regarding the 2017-2018 Citizen's Union Participation Plan.



**Report
of
Committee
on**

Miscellaneous Matters

City Council Meeting Date: June 5, 2017

Attest: *Lydia N. Martinez*
Lydia N. Martinez, City Clerk

Approved by: *Joseph P. Ganim*
Joseph P. Ganim, Mayor

Date Signed: 6/27/17

In accordance with the Charter of the City of Bridgeport, Chapter 5, Section 11, the following resolution was approved by the City Council of the City of Bridgeport on June 5, 2017, and does not require Mayoral signature; said approval effective as of June 27, 2017.

RECEIVED
CITY CLERK'S OFFICE
2017 JUN 27 P 3:22
ATTEST
CITY CLERK



City of Bridgeport, Connecticut

Office of the City Clerk

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:

Item No. *78-16 Consent Calendar

CITIZEN PARTICIPATION PLAN AND CITIZEN'S UNION RESOLUTION

WHEREAS, Bridgeport City Ordinance 2.108.010 establishes a Bridgeport Citizen's Union; and

WHEREAS, the Citizen's Union is incorporated into Bridgeport's Citizen Participation Plan; and

WHEREAS, the purpose of the Citizen's Union is to provide the citizens of Bridgeport with an organized structure and opportunity to participate in the planning and development of the City's Annual Action Plan which implement the goals and objectives articulated in the Consolidated Plan; and

WHEREAS, one representative can be appointed by each of the twenty Bridgeport City Council members for up to twenty Citizen Union members; and

WHEREAS, a total of 17 members have been selected to serve on the 2017-2018 Citizens Union; and

WHEREAS, the proposed list of members is subject to City Council approval; Now, therefore be it

RESOLVED, that the Bridgeport City Council hereby approves the attached 2017-2018 Bridgeport Citizen's Union Committee as selected by members of the Bridgeport City Council.



City of Bridgeport, Connecticut

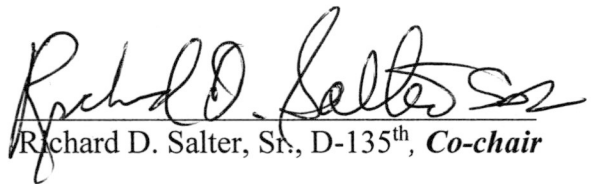
Office of the City Clerk

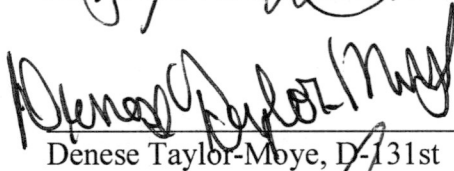
Report of Committee on Miscellaneous Matters
Item No. *78-16 Consent Calendar

-2-

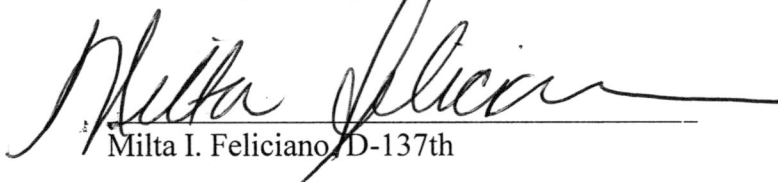
RESPECTFULLY SUBMITTED,
THE COMMITTEE ON
MISCELLANEOUS MATTERS

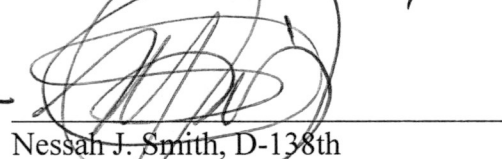

Amy Marie Vizzo-Paniccia, D-134th, *Co-Chair*

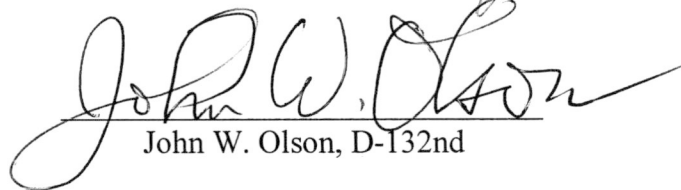

Richard D. Salter, Sr., D-135th, *Co-chair*


Denese Taylor-Moye, D-131st


Anthony R. Paoletto, D-138th


Milta I. Feliciano, D-137th


Nessah J. Smith, D-138th


John W. Olson, D-132nd

City Council Date: June 5, 2017

City of Bridgeport Citizen's Union
2016-2018 Roster

District/Council Member	Nominee
130th - Kathryn M. Bukovsky (D)	Name: Prof. Anna Green
	Address: 59 Harborview Place
	Bridgeport, CT 06605
130th - Scott Burns (D)	Name: Tammy Roseboro
	Address: 225 Anthony St, Bldg 15, Apt. 105
	Bridgeport, CT 06605
131st - Jack O. Banta (D)	Name: [REDACTED]
	Address: [REDACTED]
	[REDACTED]
131st - Denese Taylor-Moye (D)	Name: Dora Hake
	Address: 695 Park Ave Apt 405
	Bridgeport, CT
132nd - Evette Brantley (D)	Name: Antoinette Sellers
	Address: 80 Hughes Ave
	Bridgeport, CT 06604
132nd - John W. Olson (D)	Name: Rolanda Smith
	Address: 1099 Iranistan Ave
	Bridgeport, CT 06604
133rd - Jeanette Herron (D)	Name: Bernadette Dingworth
	Address: 133 Bronx Avenue
	Bridgeport, CT 06606
133rd - Thomas C. McCarthy (D)	Name: [REDACTED]
	Address: 330 Fairview Ave.
	Bridgeport, CT 06606
134th - Michelle A. Lyons (D)	Name: [REDACTED]
	Address: [REDACTED]
	Bridgeport, CT
134th - AmyMarie Vizzo-Paniccia (D)	Name: [REDACTED]
	Address: 254 Thorne St
	Bridgeport, CT
135th - Mary A. McBride (D)	Name: [REDACTED]
	Address: 125 Hillcrest Rd
	Bridgeport, CT 06606

City of Bridgeport Citizen's Union
2016-2018 Roster

135th - Richard D. Salter, Sr. (D)	Name:
	Address:
	Bridgeport, CT
136th - Jose R. Casco (D)	Name: Monica M. Valente
	Address: 248 Madison Ave
	Bridgeport, CT 06604
136th - Alfredo Castillo (D)	Name: Nancy Rotella
	Address: 1737 Noble Ave
	Bridgeport, CT 06610
137th - Milta I. Felciano (D)	Name: Charles J. Riquie
	Address: 772 William St
	Bridgeport, CT 06608
137th - Aidee Nieves (D)	Name: Consuelo Nieves
	Address: 24 Jane Street
	Bridgeport, CT 06608
138th - Anthony R. Paoletto (D)	Name: Santos Sullivan
	Address:
138th - Nessah J. Smith (D)	Name: Vanessa Spina
	146 Court D, Building 65 Success Village
	Bridgeport, CT 06610
139th - Eneida L. Martinez (D)	Name: Lydia Hines
	Address: 175 Jefferson St.
	Bridgeport, CT 06607
139th - James Holloway (D)	Name: James Holloway
	Address: 10 Ordnance Court #2
	Bridgeport, CT 06607
updated 5/5/2017	

Item# *79-16 Consent Calendar

Workers' Compensation Stipulation with Aida Remele.



Report
of
Committee
on

Miscellaneous Matters

City Council Meeting Date: June 5, 2017

Attest: *Lydia N. Martinez*
Lydia N. Martinez, City Clerk

Approved by: *Joseph P. Ganim*
Joseph P. Ganim, Mayor

Date Signed: 6/27/17

In accordance with the Charter of the City of Bridgeport, Chapter 5, Section 11, the following resolution was approved by the City Council of the City of Bridgeport on June 5, 2017, and does not require Mayoral signature; said approval effective as of June 27, 2017.

RECEIVED
CITY CLERK'S OFFICE
2017 JUN 27 P 3:23
ATTEST
CITY CLERK



City of Bridgeport, Connecticut

Office of the City Clerk

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:

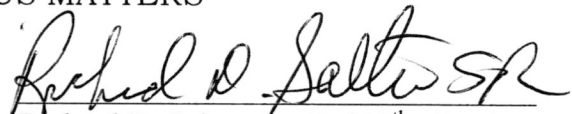
Item No. *79-16 Consent Calendar

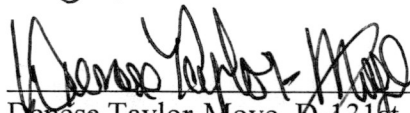
BE IT RESOLVED, that the City Attorney, or Associate City Attorney, be authorized, empowered and directed to enter into on behalf of the City of Bridgeport, Stipulations with Michael Sullivan upon approval by the Workers' Compensation Commissioner of the Fourth District, and the City shall pay the said employee the sum as provided for in stipulation.

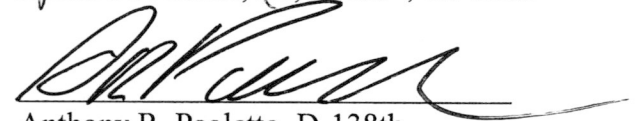
<u>NAME</u>	<u>NATURE OF CLAIM</u>	<u>ATTORNEY</u>	<u>AMOUNT</u>
Aida Remele	Workers' Compensation	David J. Morrissey, Esq. Morrissey, Morrissey & Mooney, LLC 203 Church Street Naugatuck, CT 06770	\$125,000.00

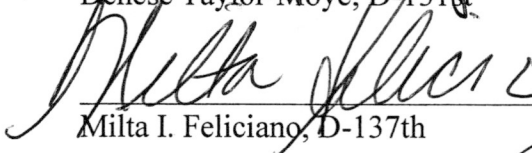
RESPECTFULLY SUBMITTED,
THE COMMITTEE ON
MISCELLANEOUS MATTERS


Amy Marie Vizzo-Pauccia, D-134th, *Co-Chair*

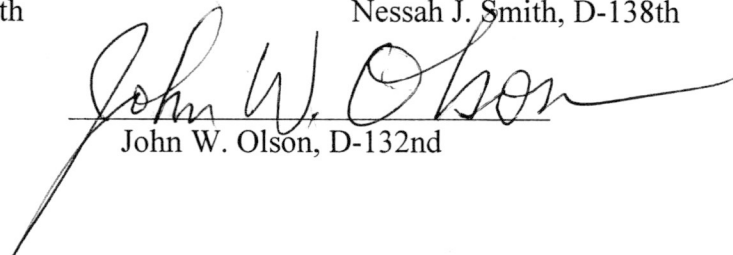

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John W. Olson, D-132nd

City Council Date: June 5, 2017