

DOCKET NO. NNH-CV-18-6078502-S : SUPERIOR COURT
INTERNATIONAL ASSOCIATION OF
FIRE FIGHTERS, LOCAL 825 : J.D. OF NEW HAVEN
v. : AT NEW HAVEN
UNIFORMED PROFESSIONAL :
FIRE FIGHTERS ASSOCIATION OF
CONNECTICUT : AUGUST 13, 2018

**MEMORANDUM OF LAW IN SUPPORT OF
MOTION TO STRIKE REVISED AMENDED COMPLAINT**

Pursuant to Connecticut Practice Book § 10-39, the Defendant, UNIFORMED PROFESSIONAL FIRE FIGHTERS ASSOCIATION OF CONNECTICUT (hereinafter the “State Union”), submits this Memorandum of Law in support of its Motion to Strike the Plaintiff’s, INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, LOCAL 825 (hereinafter the “Local Union”), Revised Amended Complaint, filed May 25, 2018 (hereinafter the “Complaint”) in its entirety as Plaintiff has failed to name a necessary or indispensable party and, therefore, the Complaint is legally insufficient.

FACTS

The underlying action was initiated by way of complaint filed on March 5, 2018. The complaint was amended on April 16, 2018, and the State Union filed a request to revise the amended complaint on May 16, 2018. In response, the revised amended complaint was filed on May 25, 2018, and is now the operative Complaint in this matter.

The Local Union is a member of the State Union. Both the Local Union and the State Union are members of the International Association of Fire Fighters (hereinafter the “National Union”). The Complaint alleges, among other things, that the Local Union disassociated from the State Union in January of 2016, and that it therefore does not owe union dues to the State Union beyond that date. The State Union’s position is that the Local

Union never effectively disassociated in accordance with the rules established by the State Union and the National Union in their respective Constitution and By-Laws, and as such, the Local Union owes a substantial amount in back dues as well as dues that continue to accrue on a monthly basis. Count I of the Complaint seeks a declaratory judgment as to whether the Local Union disassociated from the State Union. The remaining Counts allege a breach of fiduciary duty (Count II), negligent misrepresentation (Count III) and innocent misrepresentation (Count IV), and incorporate by reference the allegations in Count I regarding disassociation.

The only named Defendant in this action is the State Union. The National Union, however, is referenced in the Complaint in more than one instance, and has a specific procedure to be followed by a local union as laid out in its Constitution and By-Laws. The Local Union actually attaches a portion of the National Union's Constitution and By-Laws to the Complaint as an exhibit (see Exhibit A to the Complaint), even though it has failed to name the National Union as a party. The National Union is a necessary or indispensable party to this action.

LEGAL STANDARDS

"The purpose of a motion to strike is to contest . . . the legal sufficiency of the allegations of any [complaint] . . . to state a claim on which relief can be granted." (Internal quotation marks omitted.) Peter-Michael, Inc. v. Sea Shell Associates, 244 Conn. 269, 270, 709 A.2d 558 (1998). "In ruling on a motion to strike, the court is limited to the facts alleged in the complaint." (Internal quotation marks omitted.) Waters v. Autuori, 236 Conn. 820, 825, 676 A.2d 357 (1996). "If facts provable under the allegations would support a defense or a cause of action, the motion to strike must be denied." RK

Constructors, Inc. v. Fusco Corp., 231 Conn. 381, 384, 650 A.2d 153 (1994). “The court must construe the facts in the complaint most favorably to the plaintiff.” (Internal quotation marks omitted.) Waters v. Autuori, supra, 236 Conn. 825.

“A motion to strike shall be used whenever any party wishes to contest . . . the legal sufficiency of any such complaint . . . because of the absence of any necessary party....” Connecticut Practice Book § 10-39(a). “A motion to strike on the ground of the nonjoinder of a necessary party ...must give the name and residence of the missing party or interested person or such information as the moving party has as to the identity and residence of the missing party or interested person and must state the missing party’s or interested person’s interest in the cause of action.” Connecticut Practice Book § 10-39(d). “[I]f determining the case would prejudice the rights of non-parties, the court cannot hear the matter and must grant a proper motion to strike for failure to join them as parties.” Torrington Farms Ass’n, Inc. v. City of Torrington, Superior Court, Judicial District of Litchfield, Docket No. CV 99 0081120S (September 22, 2000, *Frazzini, J.*) (Copy attached as Exhibit A)

LAW AND ARGUMENT

The Local Union’s failure to join the National Union in this action, which has an interest in the underlying dispute and is necessary or indispensable to this action, necessitates that this Court strike the Complaint in its entirety. The allegations set forth in the Complaint, as incorporated in each and every Count thereof, claim that the Local Union disassociated from the State Union. Procedures for disassociation from the State Union appear in several places. First, the State Union’s Policy Manual delineates the specific steps that must be taken, and includes requirements as to the manner in which notice must be given and various deadlines. The Policy Manual is incorporated by

reference in the State Union's Constitution and By-Laws and both of these documents were provided to the Local Union. (Uniformed Professional Fire Fighters Association of Connecticut, Constitution and By-Laws attached as **Exhibit B**). Also incorporated by reference in the State Union's Constitution and By-Laws¹ is the *National Union's* Constitution and By-Laws, which contain an additional procedure for disassociation. Specifically, Article XII, Section 2 requires that a majority of the members of a local union must vote in favor of disassociation. (International Association of Fire Fighters, AFL-CIO, CLC, Constitution and By-Laws, Article XII, Section 2 attached as **Exhibit C**). Neither the State Union's procedure nor the National Union's procedure were followed by the Local Union.

The only named parties in this action are the Local Union and the State Union, despite the fact that the National Union's procedure for disassociation is clearly incorporated into the State Union's Constitution and By-Laws, as agreed to and adopted by all of its members, including the Local Union. Furthermore, the Local Union is also a member of the National Union and, as such, is required to abide by its Constitution and By-Laws. In this action, the Local Union is asking the Court to make a determination that will result in the interpretation and application of the National Union's Constitution and By-Laws, or will serve to completely invalidate them. Any such determination will prejudice the rights of the National Union.

Furthermore, as a member of the National Union, on May 7, 2018, the State Union exercised its right to initiate "charges" against Frank Ricci, President of the Local Union,

¹ Uniformed Professional Fire Fighters Association of Connecticut, Constitution and By-Laws, Article 1 – Name, Section 3: "This Association, its officers, representatives and members shall recognize, observe and be bound by the provisions of the Constitution and By-Laws of the International Association of Fire Fighters...." (emphasis added).

and Mark Vendetto, Vice President of the Local Union. Subsequently, the Local Union filed a Motion for Temporary Injunction with this Court, seeking to enjoin the State Union from pursuing the charges against those individuals. That motion and the objection thereto are scheduled to be heard by the Court on October 18, 2018. Notwithstanding the Defendant's position that these individuals are not parties to this action, and therefore, do not have standing to move for any such injunctive relief, the Court's decision could effectively enjoin the National Union, a non-party, from hearing the charges currently pending before it. As such, the Local Union is, once again, asking the Court to make a decision that will directly affect the National Union without affording it the opportunity to be heard on any of the issues.

The Defendant submits that the foregoing facts are enough to demonstrate that the National Union is a necessary or indispensable party to this action, but further notes that the Local Union concedes this fact by attaching the National Union's Constitution and By-Laws to its Complaint (see Exhibit A to the Complaint). The Local Union is clearly attempting to circumvent the reasonable procedures and policies it agreed to when it became a member of both the National Union and the State Union. Further, each and every Count of the Complaint contains allegations regarding disassociation from the State Union, and a determination in this regard will directly affect and potentially prejudice the National Union. For the foregoing reasons, the State Union respectfully moves the Court to strike the Complaint in its entirety.

Pursuant to Connecticut Practice Book § 9-18, a court "may determine the controversy as between the parties before it, if it can do so without prejudice to the rights of others." "Joinder of indispensable parties is mandated because due process principles

make it essential that [such parties] be given notice and an opportunity to protect [their] interests by making [them] a party to the [action].” (Brackets in original; internal quotation marks omitted.) Hilton v. New Haven, 233 Conn. 701, 722-23, 661 A.2d 973 (1995). “Parties have been characterized as ‘indispensable’ when they not only have an interest in the controversy, but an interest of such a nature that a final decree cannot be made without either affecting that interest, or leaving the controversy in such condition that its final termination may be wholly inconsistent with equity and good conscience . . . Necessary parties, however, have been described as persons having an interest in the controversy, and who ought to be made parties, in order that the court may act on that rule which requires it to decide on, and finally determine the entire controversy, and do complete justice, by adjusting all the rights involved in it . . . But, if their interests are separable from those of the parties before the court, so that the court can proceed to a decree, and do complete and final justice, without affecting other persons not before the court, the latter are not indispensable parties.” (Internal quotation marks omitted.) Torrington Farms Ass’n, Inc. v. City of Torrington, supra, 28 Conn. L. Rptr. 201-02, citing Sturman v. Socha, 191 Conn. 1, 6-7, 463 A.2d 527 (1983).

The controversy between the parties before the Court cannot be determined without prejudicing the rights of the National Union. A determination regarding whether the Local Union disassociated from the State Union will directly affect the interests of the National Union. Both parties to this action are members of the National Union and have agreed to abide by its Constitution and By-Laws, which, together with the State Union’s Constitution and By-Laws, provide the exclusive procedures for association and disassociation from these unions. Should the Court proceed to a decision in this regard without requiring that

the National Union be given notice and an opportunity to be heard on the issues, the effect could be devastating. The message that will be sent to the parties and to all members of the National Union will be one that discredits not only the Constitution and By-Laws, but the National Union as a whole. In addition, the Motion for Temporary Injunction being argued before the Court on October 18, 2018 seeks to enjoin the State Union from pursuing charges it has filed with the National Union. If granted, the injunction will serve to enjoin the *National Union*, preventing it from hearing the charges. Such a ruling would severely prejudice and even damage the National Union, as it would invalidate its Constitution and By-Laws and the procedures set forth therein, communicating to its members that it has no power to hold them accountable for violations thereof.

CONCLUSION

Any determination made in this action regarding disassociation of the Local Union from the State Union would require the Court to interpret and apply, and potentially invalidate the Constitution and By-Laws of the National Union, severely prejudicing its rights. The National Union is a necessary or indispensable party not named in this action and, therefore, the Complaint should be stricken in its entirety.

THE DEFENDANT,

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CERTIFICATION

The foregoing was sent on the above date, via regular mail and/or via email to the following:

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EXHIBIT A



Torrington Farms Ass'n v. City of Torrington

Superior Court of Connecticut, Judicial District of Litchfield, At Litchfield

September 21, 2000, Decided ; September 22, 2000, Filed

CV 990081120

Reporter

2000 Conn. Super. LEXIS 2510 *

Torrington Farms Association, Inc. et al. v. City of Torrington

Notice: [*1] THIS DECISION IS UNREPORTED AND MAY BE SUBJECT TO FURTHER APPELLATE REVIEW. COUNSEL IS CAUTIONED TO MAKE AN INDEPENDENT DETERMINATION OF THE STATUS OF THIS CASE.

Subsequent History: Summary judgment granted by *Torrington Farms Ass'n v. City of Torrington, 2001 Conn. Super. LEXIS 2374 (Conn. Super. Ct., Aug. 15, 2001)*

Disposition: Defendant's motion to strike plaintiff's complaint denied.

Core Terms

parties, developers, records, motion to strike, purchasers, communities, documents, rights, roads, join, representations, plaintiffs', alleges, indispensable party, indispensable, counts, intentional misrepresentation, promissory estoppel, law firm, estoppel, highways, zoning, necessary party, induce, top

Case Summary

Procedural Posture

Defendant city filed a motion with the Superior Court of Connecticut, Judicial District of Litchfield, at Litchfield, to strike plaintiffs' complaint for failure to join necessary parties, or, alternatively, to plead with particularity a claim for fraud or intentional misrepresentation.

Overview

Plaintiffs purchased community lots from developers. After plaintiffs were forced to make numerous repairs to their community roads, plaintiffs brought a cause of

action against defendant city for fraud and intentional misrepresentation, claiming that defendant did not require developers to post the required road bonds and was thereby liable for the road repairs. The defendant moved to strike plaintiffs' complaint for failure to join developers as necessary parties, or, alternatively, to plead with particularity a claim for fraud or intentional misrepresentation. The court denied defendant's motion to strike. Under plaintiffs' theory of recovery, defendant was liable regardless of any liability on developers' part and plaintiffs' did not offend the principle of due process by not joining developers as parties. Plaintiffs adequately pleaded a claim for fraud or intentional misrepresentation. Plaintiffs were injured after they relied on documents provided by defendant, which indicated the existence of a bonding requirement which was never met.

Outcome

Motion denied. Defendant city would have been liable under plaintiffs' theory of recovery regardless of the liability of developers. Plaintiffs did not offend due process when they did not join developers as parties and they adequately pleaded a claim for fraud or intentional misrepresentation.

LexisNexis® Headnotes

Civil Procedure > ... > Defenses, Demurrers & Objections > Motions to Strike > General Overview

HN1 [1] **Defenses, Demurrers & Objections, Motions to Strike**

The purpose of a motion to strike is to contest the legal sufficiency of the allegations of any complaint to state a claim upon which relief can be granted. In ruling on a motion to strike, the court is limited to the facts alleged

in the complaint. The court must construe the facts in the complaint most favorably to the plaintiff. The court must consider the facts that are necessarily implied and fairly provable under the allegations. If facts provable in the complaint would support a cause of action, the motion to strike must be denied. In deciding a motion to strike, the court shall consider only those grounds specified in the motion.

Civil Procedure > ... > Defenses, Demurrers & Objections > Motions to Strike > General Overview

Civil Procedure > ... > Pleadings > Counterclaims > General Overview

Civil Procedure > Parties > Joinder of Parties > General Overview

HN2 [📄] Defenses, Demurrers & Objections, Motions to Strike

Whenever any party wishes to contest the legal sufficiency of any complaint, counterclaim, or cross complaint or any count thereof, because of the absence of any necessary party, that party may do so by filing a motion to strike the contested pleading or part thereof. Conn. Gen. Prac. Book, R. Super. Ct. § 10-39(a). A motion to strike on the ground of the nonjoinder of a necessary party must give the name and residence of the missing party or such information as the moving party has as to the identity and residence of the missing party and must state the missing party's interest in the cause of action. Conn. Gen. Prac. Book, R. Super. Ct. § 10-39(b). The exclusive remedy set forth in the Connecticut General Rules of Practice also applies to nonjoinder of indispensable parties.

Civil Procedure > ... > Defenses, Demurrers & Objections > Motions to Strike > General Overview

HN3 [📄] Defenses, Demurrers & Objections, Motions to Strike

The Connecticut General Rules of Practice specify when a court must or may strike a complaint for failing to join certain parties as defendants.

Civil Procedure > ... > Defenses, Demurrers &

Objections > Motions to Strike > General Overview

HN4 [📄] Defenses, Demurrers & Objections, Motions to Strike

With regard to a motion to strike for failure to join a party, a court may determine the controversy as between the parties before it, if it can, do so without prejudice to the rights of others. Conn. Gen. Prac. Book, R. Super. Ct. § 9-18.

Business & Corporate Compliance > ... > Real Property Law > Zoning > Constitutional Limits

Civil Procedure > ... > Joinder of Parties > Compulsory Joinder > Indispensable Parties

Civil Procedure > Parties > Joinder of Parties > General Overview

Civil Procedure > ... > Joinder of Parties > Compulsory Joinder > Necessary Parties

HN5 [📄] Zoning, Constitutional Limits

Joinder of indispensable parties is mandated because due process principles make it essential that such parties be given notice and an opportunity to protect their interests by making them a party to the action.

Civil Procedure > Parties > Joinder of Parties > Permissive Joinder

HN6 [📄] Joinder of Parties, Permissive Joinder

The Connecticut General Rules of Practice describe a category of party, known as a necessary party, which the court may direct be brought in--those without whom a complete determination of the pending matter cannot be had. Conn. Gen. Prac. Book, R. Super. Ct. § 9-18.

Civil Procedure > ... > Joinder of Parties > Compulsory Joinder > Necessary Parties

Civil Procedure > Preliminary Considerations > Equity > Relief

Civil Procedure > Parties > Joinder of

Parties > Permissive Joinder

or present facts, there is an exception when a promise is made with a present intent not to fulfill it.

HN7 **Compulsory Joinder, Necessary Parties**

Parties have been characterized as indispensable when they not only have an interest in the controversy, but an interest of such a nature that a final decree cannot be made without either affecting that interest, or leaving the controversy in such condition that its final termination may be wholly inconsistent with equity and good conscience. Necessary parties, however, have been described as persons having an interest in the controversy, and who ought to be made parties, in order that the court may act on that rule which requires it to decide on, and finally determine the entire controversy, and do complete justice, by adjusting all the rights involved in it. But if necessary parties interests are separable from those of the parties before the court, so that the court can proceed to a decree, and do complete and final justice, without affecting other persons not before the court, the latter are not indispensable parties.

Banking Law > ... > Business & Corporate Compliance > Banking & Finance > Federal Credit Unions

Governments > Public Improvements > Financing

Transportation Law > Bridges & Roads > General Overview

Real Property Law > Deeds > Validity Requirements > Property Descriptions

HN10 **Types of Banks & Financial Institutions, Federal Credit Unions**

The purpose of land records is to provide notice of the status of title and the encumbrances affecting such title.

Business & Corporate Compliance > ... > Contract Formation > Consideration > Promissory Estoppel

Business & Corporate Compliance > ... > Contract Formation > Consideration > Promissory Estoppel

Governments > Local Governments > Claims By & Against

Governments > Local Governments > Claims By & Against

Torts > Business Torts > Fraud & Misrepresentation > General Overview

HN11 **Consideration, Promissory Estoppel**

HN8 **Consideration, Promissory Estoppel**

The essential elements of an action in common law fraud are that: (1) a false representation was made as a statement of fact; (2) it was untrue and known to be untrue by the party making it; (3) it was made to induce the other party to act upon it; and (4) the other party did so act upon that false representation to his injury.

Any claim of estoppel is predicated on proof of two essential elements: the party against whom estoppel is claimed must do or say something calculated or intended to induce another party to believe that certain facts exist and to act on that belief; and the other party must change its position in reliance on those facts, thereby incurring some injury. It is fundamental that a person who claims an estoppel must show that he has exercised due diligence to know the truth, and that he not only did not know the true state of things but also lacked any reasonably available means of acquiring knowledge.

Governments > Public Improvements > Financing

Torts > Business Torts > Fraud & Misrepresentation > General Overview

Business & Corporate Compliance > ... > Contract Formation > Consideration > Promissory Estoppel

HN9 **Public Improvements, Financing**

Governments > Local Governments > Claims By & Against

With regard the false representations element of common law fraud, while it is true that such representations must ordinarily be those regarding past

HN12 **Consideration, Promissory Estoppel**

As a general rule, estoppel may not be invoked against a public agency in the exercise of its governmental functions. Nevertheless, an exception to this general rule is made where the party claiming estoppel would be subjected to a substantial loss if the public agency were permitted to negate the acts of its agents. Estoppel against a public agency is limited and may be invoked: (1) only with great caution; (2) only when the action in question has been induced by an agent having authority in such matters; and (3) only when special circumstances make it highly inequitable or oppressive not to estop the agency.

Judges: STEPHEN F. FRAZZINI, JUDGE OF THE SUPERIOR COURT.

Opinion by: STEPHEN F. FRAZZINI

Opinion

MEMORANDUM OF DECISION DEFENDANT'S MOTION TO STRIKE # 104.00

This memorandum of decision addresses the question of whether to strike the plaintiffs' complaint for failing to join the developers of their common interest communities to this action or, alternatively, to plead with particularity a claim for fraud or intentional misrepresentation. The court finds that the developers of the plaintiffs' communities are neither necessary nor indispensable parties to this action. The court also finds that the plaintiffs have pleaded claims for both fraud or intentional misrepresentation as well as promissory estoppel. Accordingly, the court denies the defendant's motion.

I--Facts of the Case

Torrington Farms Association, Inc., and Torrington Farms II Association, Inc., (plaintiffs) are unit owners' associations that own the common areas and roads in their respective common [*2] interest communities in the city of Torrington. The complaint alleges that the developers of their common interest communities failed to lay a proper top course of asphalt on the roads upon construction. It states that the plaintiffs have made substantial expenditures to repair the roads in their communities, yet the roads are still unfit for normal vehicular travel and now require installation of a binder course. The remainder of their complaint alleges the bases as to why they claim that the defendant city of Torrington is liable to them for the cost of these repairs.

According to the complaint, when the planning and zoning commission of the city of Torrington (defendant) approved the developers' applications for subdivision of the property where the plaintiffs' communities are located, it did so on the condition that the developers post a road bond within 45 days of the approval. The defendant then issued documents regarding the road bond requirement and these documents were recorded in the Torrington land records. Parties contracting for the purchase of units in both developments were provided with public offering statements that included these documents. The plaintiffs allege [*3] that these documents constituted representations by the defendant that road construction would be bonded and thus properly constructed to city specifications and that the purchasers, their attorneys, and title abstractors relied on these representations. The developers did not post the required road bonds, yet they commenced and completed development of the communities. The plaintiffs allege that the city of Torrington (defendant) was responsible for the regulation and oversight of the construction of highways in residential neighborhoods in Torrington.

On March 15, 2000, the defendant filed a motion to strike the plaintiffs' complaint on the grounds that the plaintiffs failed to join the developers as necessary parties or, alternatively, that the plaintiffs have failed to plead with particularity a claim for fraud or intentional misrepresentation.

II--Discussion

HN1 [¶] "The purpose of a motion to strike is to contest . . . the legal sufficiency of the allegations of any complaint . . . to state a claim upon which relief can be granted. In ruling on a motion to strike, the court is limited to the facts alleged in the complaint. The court must construe the facts in the complaint [*4] most favorably to the plaintiff." (Internal quotation marks omitted.) *Novamatrix Medical Systems, Inc. v. BOC Group, Inc.*, 224 Conn. 210, 214-15, 618 A.2d 25 (1992). The court must consider the facts that are necessarily implied and fairly provable under the allegations. *S.M.S. Textile Mills, Inc. v. Brown, Jacobson, Tillinghast, Lahan and King, P.C.*, 32 Conn. App. 786, 796, 631 A.2d 340 (1993), cert. denied, 228 Conn. 903, 634 A.2d 296 (1993). "If facts provable in the complaint would support a cause of action, the motion to strike must be denied." *Id.* In deciding a motion to strike, the court shall consider only those grounds specified in the motion. *Blancato v. Feldspar Corp.*, 203 Conn. 34, 44, 522 A.2d 1235 (1987).

HN2[↑] "Whenever any party wishes to contest . . . the legal sufficiency of any . . . complaint, counterclaim or cross complaint or any count thereof, because of the absence of any necessary party . . . ,that party may do so by filing a motion to strike the contested pleading or part thereof." *Practice Book 10-39(a)*; see *George v. St. Ann's Church*, 182 Conn. 322, 325, 438 A.2d 97 (1980). [*5] "A motion to strike on the ground of the nonjoinder of a necessary party . . . must give the name and residence of the missing party . . . or such information as the moving party has as to the identity and residence of the missing party . . . and must state the missing party's interest in the cause of action." *Practice Book 10-39(b)*; see *Bouchard v. People's Bank*, 219 Conn. 465, 468 n.3, 594 A.2d 1 (1991). The exclusive remedy set forth in the practice book also applies to nonjoinder of indispensable parties. See *George v. St. Ann's Church*, *supra*, 182 Conn. 325; *Levine v. Police Commission*, 28 Conn. App. 344, 351, 612 A.2d 787, cert. denied, 223 Conn. 923, 614 A.2d 823 (1992).

In the present case, the defendant properly raises the issue of nonjoinder of the developers of the plaintiffs' communities in its motion to strike. Therein, the defendant essentially reasons that the developers should be joined as parties because they were actually obligated to construct adequate roadways in the communities and to procure the bond required by the defendant. Additionally, as required by the rules of practice, the defendant provides [*6] the name and address of the parties that it seeks to join. In response, the plaintiffs assert that it was the defendant's failure to fulfill its obligation to require security for the proper construction of the roads that caused their financial injury because the defendant would have been able to draw upon the bond in order to complete proper construction of the roads. The plaintiffs also reason that because the developers are "financially defunct," their presence is not required.

While courts and commentators have sometimes blurred or questioned the distinction between "indispensable" and "necessary" parties,¹ HN3[↑] the rules of practice, as elucidated by our Supreme Court, specify when a court must or may strike a complaint for failing to certain parties as defendants. HN4[↑] Under

Practice Book 9-18, a court "may determine the controversy as between the parties before it, if it can, do so without prejudice to the rights of others." Hence, if determining the case would prejudice the rights of non-parties, the court cannot hear the matter and must grant a proper motion to strike for failure to join them as parties. Such parties are sometimes referred to as "indispensable," terminology the [*7] rule itself wisely omits.

HN5[↑] "Joinder of indispensable parties is mandated because due process principles make it essential that [such parties] be given notice and an opportunity to protect [their] interests by making [them] a party to the [action]." (Brackets in original; internal quotation marks omitted.) *Hilton v. New Haven*, 233 Conn. 701, 722-23, 661 A.2d 973 (1995), citing *Fong v. Planning & Zoning Board of Appeals*, 212 Conn. 628, 634, 563 A.2d 293 (1989). In *Fong*, the court concluded that a successful applicant to a zoning board of appeals is an indispensable party when some other party appeals the favorable decision. The court reasoned that the decision in the applicant's favor created a special interest equivalent to a "right" and because an appeal could possibly extinguish that "right," the applicant was entitled to notice and "an opportunity [*8] to protect his interests." *Fong v. Planning & Zoning Board of Appeals*, *supra*, 212 Conn. 633-34; compare *Levine v. Police Commission*, *supra*, 28 Conn. App. 353 (holding that neighborhood residents who successfully petitioned commission for parking restrictions were not granted rights and that their interests were adequately represented by commission). In *Hilton v. City of New Haven*, the court held the state was not an indispensable party notwithstanding the fact that constitutional claims were raised that could have had significantly affected the state's interests because the state was not prejudiced or "otherwise adversely affected by not being joined as a party at trial." *Hilton v. City of New Haven*, *supra*, 233 Conn. 724. The court, however, noted as "unique" the fact that the state appeared in the appeal as amicus curiae and participated in both the briefing of issues and oral argument. 233 Conn. at 723-24.

There is no indication that the rights or property interests of the developers are at stake in this action and the principles of due process are not offended by the plaintiff's failure to join them as parties. Nothing in

¹ See, e.g., W. Horton & K. Knox, 1 Connecticut Practice Series: Practice Book Annotated (1998) 9.18, 9.19, pp. 310-17.

the [*9] determination of this case against the city of Torrington will prejudice the rights of the developers. Accordingly, based on the criteria set forth by the Connecticut Supreme Court, the developers are not indispensable parties in this action.

HN6[↑] The rules of practice also describe another category of party which the court "may direct . . . be brought in"--those without whom "a complete determination [of the pending matter] cannot be had." Practice Book 9-18. In Sturman v. Socha, 191 Conn. 1, 6-7, 463 A.2d 527 (1983), the court distinguished between those "indispensable" parties without which a case could not proceed (because their rights would be prejudiced) and this other category of optional party, sometimes referred to as a "necessary" (but not indispensable) party:

HN7[↑] Parties have been characterized as "indispensable" when they not only have an interest in the controversy, but an interest of such a nature that a final decree cannot be made without either affecting that interest, or leaving the controversy in such condition that its final termination may be wholly inconsistent with equity and good conscience . . . Necessary parties, however, have been described [*10] as persons having an interest in the controversy, and who ought to be made parties, in order that the court may act on that rule which requires it to decide on, and finally determine the entire controversy, and do complete justice, by adjusting all the rights involved in it . . . But if their interests are separable from those of the parties before the court, so that the court can proceed to a decree, and do complete and final justice, without affecting other persons not before the court, the latter are not indispensable parties.

(Citations omitted; internal quotation marks omitted; brackets omitted.) The distinction between the "mandatory-indispensable" party whose absence requires the court to strike the complaint and the so-called "necessary" party is whether the action will prejudice that party's rights. If so, they are indispensable; if not, then not. The optional category of "other parties without whom a complete determination cannot be had" are those who have an interest in the case and whose presence is necessary to "do complete justice by adjusting all the rights involved," but who are not indispensable because their absence will not prejudice their rights.

The [*11] court's decision in Biro v. Hill, 214 Conn. 1, 570 A.2d 182 (1990), provides guidance for the trial court's exercise of discretion as to when a court may grant a motion to strike for failing to join such a party having an interest because their presence is necessary to do complete justice. In Biro v. Hill, the plaintiffs filed suit against a law firm, four of its partners and a former partner named Hill. Id., 4. Two counts of the complaint were solely directed to Hill, three counts named Hill and the law firm as joint tortfeasors, and two counts were solely directed to the law firm. Id. The plaintiffs dropped two breach of contract counts against Hill after they were notified that he was no longer a partner in the law firm and had moved to Florida where personal service was not possible. Id. at 4-5. The court found that because two counts of complaint pertained only to the law firm, a party before the court, and because the law firm at party could also be held fully liable for all damages alleged in the remaining counts under the doctrine of joint and several liability, the plaintiffs could obtain full relief without joining [*12] Hill in the suit. Id. at 6-7. Hence the decision of the trial court to strike the complaint based on nonjoinder of a necessary party was found to be erroneous. Id., 7.

In this case, the plaintiffs allege, inter alia, that "the highways were constructed by the developer by either not putting on a top course of asphalt on the highways in Torrington Farms I & II or by putting on an inadequate top course, as a result of which, the Plaintiffs have expended a substantial amount of money to make the roads passable, and a complete binder course needs to be installed on all the roads in both phases to make them reasonably safe for winter use and emergency vehicles." (Complaint 20.) Though the earlier counts of the complaint are generally directed to the defendant's conduct, the twentieth count alleges only the developers' failure to lay a proper top course of asphalt on the highways. Nevertheless, while a finding with regard to the developers' failure to lay a top course is a necessary component of the plaintiffs' cause of action, the developers' presence as a party before the court is not required to fully determine the entire controversy between these [*13] plaintiffs and this defendant. Under the plaintiffs' theory of their case, the city of Torrington is liable irrespective of any liability on the part of the developers. The defendant has cited no authority to the contrary. Nor does the defendant claim that this a situation to apply the rules of comparative negligence. Furthermore, since the essence of the plaintiffs' claim is the city's liability for its part in making representations that misled the plaintiffs, the presence

of the developer might even, from the court's perspective in considering a motion to strike,² detract from the novel question of whether, on the facts alleged or to be proven, the city may be held liable.

The defendant claims, in the alternative, that the plaintiffs fail to state a claim upon which relief can be granted [*14] as to the city of Torrington in that the complaint fails to plead with particularity a claim for fraud or intentional misrepresentation. In response the plaintiffs assert that they state a cognizable claim for promissory estoppel. The court will consider the elements of both causes of action in turn.

HN8[↑] "The essential elements of an action in common law fraud, as we have repeatedly held, are that: (1) a false representation was made as a statement of fact; (2) it was untrue and known to be untrue by the party making it; (3) it was made to induce the other party to act upon it; and (4) the other party did so act upon that false representation to his injury." Barbara Weisman, Trustee v. Kaspar, 233 Conn. 531, 539, 661 A.2d 530 (1995).³

Regarding the first element, the plaintiffs allege that the documents indicating restrictions on the development of their communities were recorded in the city land records and that the issuance [*15] and recording of such documents constituted a representation on the part of the defendant. They further allege that the defendant should have known that purchasers and their agents would rely on these representations. The plaintiffs have not cited, nor has the court found, any statute requiring that a letter of approval from a zoning board of the type indicated here or a declaration of restrictions on subdivision approval be recorded in municipal land records. In their opposition to the motion to strike, the plaintiffs allege that "the defendant knew that these documents would provide the framework for the purchase of properties within the development and that by including its own documents in the declaration and public offering statement, purchasers would be relying

on the fact that the City by the bonding requirement would be protecting the proper construction of highways within the developments." (Opposition Motion to Strike at 7.) However, accepting the facts to be those alleged, the plaintiff states that the defendant made representations to the purchasers of property by the issuance and recording of the letter of approval and the declaration of restrictions. HN9[↑] While it is true [*16] that such representations must ordinarily be those regarding past or present facts, there is an exception when a promise is made with a present intent not to fulfill it. Paiva v. Vanech Heights Construction Co., 159 Conn. 512, 515, 271 A.2d 69 (1970). Here, the plaintiff alleges that the defendant had no intention of requiring that a road bond be posted. Thus, the first and second elements of a false representation are alleged.

As to the third element, the plaintiff alleges that the defendant "should have known that persons purchasing units in Torrington Farms, their attorneys, and title abstractors would rely on the Defendant's representations as to highway construction in purchasing units in Torrington Farms." (Complaint 18.) The complaint also states that by issuing and recording documents referencing the road bond requirement, "the defendant represented and held out to all purchasers of property . . . that the proper road construction to town specifications . . . would be protected by a road bond . . ." (Complaint 17.) HN10[↑] "The purpose of land records is to provide notice of the status of title and the encumbrances affecting such title." Electric Boat Community [*17] Federal Credit Union v. Salerno, 1992 Conn. Super. LEXIS 862, Superior Court, judicial district of New London at New London, Docket No. 517968, 6 CONN. L. RPTR. 262 (April 1, 1992) (Hendel, J.), citing Connecticut National Bank v. Lorenzato, 221 Conn. 77, 81-82, 602 A.2d 959 (1992). Thus, land records are purposed, at least in part, to induce action or inaction on the part of those referring to them. Accordingly, the third element is met.

Lastly, the plaintiffs must claim that they were injured by their reliance. The plaintiffs allege that due to the defendant's failure to require a road bond, roads were not constructed to town specifications and now need remedial attention to be fit for normal vehicular travel and for safety and emergency vehicles. This is sufficient to satisfy the injury requirement.

With regard to the issue of whether the plaintiffs raise a legally sufficient claim for promissory estoppel, HN11[↑]

² In so indicating, however, the court intimates no views and makes no decision as to the appropriateness of bringing the developer into this case by some other means than mandatory joinder by way of a motion to strike.

³ The elements for intentional misrepresentation are the same.

] "under our well-established law, any claim of estoppel is predicated on proof of two essential elements: the party against whom estoppel is claimed must do or say something calculated or intended to induce another party to believe that certain facts exist and to act on that belief; [*18] and the other party must change its position in reliance on those facts, thereby incurring some injury . . . It is fundamental that a person who claims an estoppel must show that he has exercised due diligence to know the truth, and that he not only did not know the true state of things but also lacked any reasonably available means of acquiring knowledge." Chotkowski v. State, 240 Conn. 246, 268, 690 A.2d 368 (1997).

The complaint alleges that by issuing and recording documents referencing the road bond requirement, "the defendant represented and held out to all purchasers of property . . . that the proper road construction to town specifications . . . would be protected by a road bond . . ." (Complaint 17.) This allegation satisfies the pleading requirements for the first element of a promissory estoppel claim, that the defendant said or did something that was "calculated or intended to induce another party to believe that certain facts exist and to act on that belief." See Chotkowski v. State, *supra*, 240 Conn. 268. As to whether there was a change in position in reliance on those facts, it may fairly be implied from the facts alleged that purchasers [*19] and/or their agents acted in reliance upon the facts in purchasing property in the subdivisions. As to the final requirement, that the plaintiffs exercised due diligence, the plaintiffs allege that: "prospective purchasers and their attorneys exercising due diligence could safely rely on the Defendant's written and recorded representations." (Complaint 17.) The plaintiffs do not, however, allege that they lacked any reasonably available means of acquiring knowledge. However, under the circumstances, there would be no reason for parties relying upon the information contained in the land records to seek additional information.

There is also the issue of whether it is appropriate to raise a claim of promissory estoppel against a municipality. HN12 [¶] "As a general rule, estoppel may not be invoked against a public agency in the exercise of its governmental functions." Kimberly-Clark Corp. v. Dubno, Commissioner of Revenue Services, 204 Conn. 137, 146, 527 A.2d 679 (1987). "Nevertheless, we noted that an exception to this general rule is made where the party claiming estoppel would be subjected to a

substantial loss if the public agency were permitted to negate the acts of [*20] its agents." *Id.*, 147. "Estoppel against a public agency is limited and may be invoked: (1) only with great caution; (2) only when the action in question has been induced by an agent having authority in such matters; and (3) only when special circumstances make it highly inequitable or oppressive not to estop the agency." *Id.*, 148.

The plaintiffs allege that the letters referencing the road bond requirement were produced by Gladys Cerruto and John T. Hogan, both chairpersons of the defendant's planning and zoning commission. Both of these persons had the authority to report on the decision of the commission in approving the subdivisions, thus satisfying the authority requirement. Furthermore, the loss alleged by the plaintiffs is substantial. As for the defendant's contention that governmental immunity or "special circumstances" bar the present action, such claims are more properly raised by special defense, as they require articulation of those special circumstances for the court to consider in exercising the "great caution" counseled by the Supreme Court. Hence it is inappropriate to address that issue here.

III--Conclusion

Because the [*21] court finds that the developers are not necessary parties to this action and because the plaintiffs state legally cognizable claims for both fraud or intentional misrepresentation and promissory estoppel, the defendant's motion to strike the plaintiff's complaint is denied.

BY THE COURT

STEPHEN F. FRAZZINI

JUDGE OF THE SUPERIOR COURT

End of Document

EXHIBIT B

Uniformed Professional Fire Fighters Association Of Connecticut



Constitution and By-Laws

Revised: October 2015
19th UPFFA of Ct. Biennial Convention

ARTICLE 1 - NAME

Section 1 This Association shall be known as "The Uniformed Professional Fire Fighters Association of Connecticut," International Association of Fire Fighters, AFL-CIO.

Section 2 All references in this Constitution and By-Laws to Association shall refer to the Uniformed Professional Fire Fighters Association of Connecticut and all references to International shall refer to the International Association of Fire Fighters.

Section 3 This Association, its officers, representatives and members shall recognize, observe and be bound by the provisions of the Constitution and By-Laws of the International Association of Fire Fighters and the interpretations rendered by the International General President, the resolutions, decisions and directives of the Executive Board or officers of the International when made in conformity with the authority granted by the Constitution and By- Laws of the International and the resolutions adopted and policies established by the delegates at conventions. Article 14 of the Constitution and By-Laws of the International is recognized as providing the basic rules governing this Association.

ARTICLE 2 - JURISDICTION

Section 1 Only affiliated local unions of the International Association of Fire Fighters, AFL-CIO, which locals are located in the State of Connecticut are eligible to be affiliates of this Association; such affiliation shall consist of "Full membership" affiliation or "Legislative only" affiliation. In addition, there shall be an alumni association with group representation on a regional area determined by Congressional Districts.

ARTICLE 3 - PURPOSE

Section 1 This Association will always endeavor to raise the standards of all whom are gainfully employed as paid employees engaged in firefighting, emergency medical or rescue service activities or related services

Section 2 This Association shall endeavor to organize all employees engaged in firefighting, emergency medical or rescue service activities or related services as permitted by Connecticut General Statutes.

Section 3 This Association shall be a clearinghouse for all statewide legislation introduced by all subordinate locals.

Section 4 This Association shall provide affiliated locals with advice and service whenever it is deemed necessary.

Section 7 The Alumni representative shall only be entitled to speak and vote on matters affecting members and future alumni member's issues, including Political Action issues.

Section 8 In accordance with the limitations set forth in Section 6 & 7, a roll call vote may be had on any motion when such roll call is supported by at least ten percent (10%) of delegates present. The question put to a roll call shall be decided by a majority vote tallied on the per capita membership of the local, except that no delegate shall be entitled to vote more than one hundred (100) votes. No proxy voting shall be permitted on a roll call vote.

ARTICLE 6 - OFFICERS, EXECUTIVE COMMITTEE AND ELECTIONS

Section 1 The officers of this Association shall consist of a President, Secretary, and Treasurer whose terms of office shall be three (3) years

Section 2 The Executive Board shall consist of the three (3) officers as defined in Section 1 of this Article and a total of seven (7) District Vice Presidents; six (6) District Vice Presidents who shall be elected by Full membership affiliates and one (1) District Vice President who shall be elected by Legislative only affiliates. The Executive board member's terms of office shall be two (2) years. Members of Legislative affiliates of the UPFFA of Ct., and in good standing may hold any elective executive board position with the UPFFA not to exceed fifty (50%) percent of the board, legislative affiliates shall receive one-half (1/2) the delegates for voting purposes, and no legislative affiliate shall have more than three (3) delegates for voting purposes.

Section 3 Trustee's positions shall consist of three (3) trustees; the individual receiving the most votes would be elected for three (3) year term, the individual receiving the 2nd most votes would hold a 2-year term and the individual receiving the 3rd most votes would hold a 1 year term. After the initial elections for the position of Trustee, the terms for each position shall be three (3) years and each position shall be staggered. The duties of the trustees shall be to review the Professional Accountants Report and Recommendations.

Section 4 Any member in good standing of any Membership Local of the UPFFA may hold elective office within this organization except as provided for in Section 2, provided he or she is either nominated by a delegate of his or her Local or an incumbent member of the Executive Board or Principal Officer of the UPFFA. Any member that has separated in good standing of an affiliated UPFFA Local in good standing and is currently serving as a Principal Officer or member of the Executive Board of the UPFFA shall be eligible to be nominated and run for office. The candidate shall be an active member or active retired member of the IAFF.

Section 5 Each candidate for office shall have the right to request distribution of campaign literature, by mail or otherwise, to all local unions in good standing at the candidates own personal expense. If the Association grants this request, all other

ARTICLE 7 - DUTIES OF OFFICERS

Section 1 President

- a. Have under his direct charge the care, management, and general oversight of all affairs of the Association.
- b. Preside at all meetings and affairs of the Association.
- c. Appoints all committees not elected by the body of the Association.
- d. Call special meetings when he deems it necessary.
- e. Discharge on behalf of the Association such duties as may be imposed upon him by applicable law including the execution and filing of any reports to Federal and State Authorities, and he shall cause to be maintained by the Association such records as the law requires to be kept in support of reports filed by it.
- f. The President shall be responsible for the Association' Legislative activities.
- g. The President shall be compensated and his compensation and expenses shall be adjusted per the provisions of Article 13, Section 4 of this Constitution and By-Laws.

Section 2 Secretary

- a. The Secretary shall coordinate all servicing activities of the Staff Representatives.
- b. In the absence of the President, performs all duties of the President.
- c. Have charge of all papers and effects of the Association.
- d. Keep a record of the proceedings of all meetings of the Association and also of the Executive Committee.
- e. Give notice of all meetings of the Association, both regular and special, to all affiliates of this Association at least seven (7) days in advance of the meeting.
- f. Be Secretary of all committees of the Association. He shall, whenever necessary, appoint someone to take his place as acting of any committee.
- g. Receive and send all communications pertaining to the Association.
- h. Shall discharge on behalf of the Association such duties as may be imposed upon him by applicable law including the execution and filing of any reports to Federal and State Authorities, and he shall cause to be maintained by the Association such reports, as the law requires to be kept in support of reports filed by it.
- i. The Secretary shall be compensated, and his compensation and expenses shall be adjusted per the provisions of Article 13, Section 4 of this Constitution & By-Laws.

Section 3 Treasurer

- a. Have charge of all books of the Association.
- b. Collect and take charge of all monies of the Association.
- c. Keep a record of all financial proceedings of the Association and give an accounting at the regular meetings.

law. The expense of the first \$5,000.00 of such bonding shall be borne by the International. If additional bond is necessary, the Association shall pay the additional premium. The Association shall have sufficient bond to cover at least ten (10%) percent of its current liquid assets.

ARTICLE 10 - INITIATION FEES AND PER CAPITA TAX

Section 1 The initiation fee for any local wishing to affiliate with the Uniformed Professional Fire Fighters Association of Connecticut shall be Five-Hundred (\$500.00) Dollars. There shall be two (2) types of affiliation with the Uniformed Professional Fire Fighters Association of Connecticut as follows: Legislative Only Affiliation: Per Capita for those Locals desiring Legislative Only Affiliation shall be determined in accordance with Section 2 of this Article.

Full Membership Affiliation: Per Capita for those Locals desiring Full Membership Affiliation shall be determined in accordance with Section 2 of this Article.

Any local union changing their affiliation from a Legislative Only Affiliation to Full Membership Affiliation, upon application shall be subject to Article 10, Section 3.

Section 2 Per capita changes to the UPFFA shall be put into effect on January 1st of each calendar year based on the approved budget.

Section 3 Any local union which fails to pay its full per capita tax monthly on or before the first (1st) day of the month following its due date shall be notified by the Association's Treasurer that it is delinquent, and if at the end of three (3) months from the date of such notification it is still in arrears, such local union and all of its members shall become automatically suspended from membership in good standing in this Association. A suspended local union and its membership, or a local union requesting to re-affiliate, may be reinstated in this Association upon payment of all arrearages; provided however, the Association shall, for good cause shown, have the authority to waive payment of all or a portion of such arrearages. The waiving of such arrearages shall be by a majority vote of the Association at a regular or special meeting, and such local union shall be treated as a new local union joining the Association.

Section 4 All money due to the Association by an affiliated local shall be remitted by check made out to the Uniformed Professional Fire Fighters Association of Connecticut, or via electronic funds transfer, as provided by the Association, on or before the first (1st) day of the month following its due date.

Section 5 Special assessments may be levied only when deemed necessary by the Executive Committee to carry on the work of the Association and after approval of majority vote by secret ballot at a regular or special meeting.

Section 6 Whenever changes in the established rates of initiation fees, per capita tax, or assessments are proposed, they shall only be adopted after approval by a majority vote in a regular or special meeting after all affiliated local's unions have been given at least thirty (30) days written notice. Such notice shall include the purpose and reason for the proposed increase, as stated above.

staff shall be assigned to help decide in all cases, except the Executive Board or delegates at a regular or special meeting may overrule the need and desirability of sending a staff member to assist in any matter. Whenever any Local Union desires legislative services of the Association, they shall request, explaining the need, to the President who shall have the right to assign the Director of Legislative Affairs or designee to the local.

Section 3 The compensation and expenses of the servicing staff shall be set by a majority vote at a regular or special meeting of the Association, provided notice of such pending action is given to each "Full Membership" affiliated local union at least seven (7) days prior to the meeting at which such action is to take place.

Section 4 The President, Secretary, Treasurer Salaries and covering personnel for servicing shall be paid at the approved budgetary rate per covering shift, as set forth in the policy book.

Section 5 No Staff Representative shall be a voting member of the Executive Committee with the exception of the Principal Officers.

Section 6 If a full service affiliated Local causes a Staff Representative per diem coverage to exceed the Local Union's annual per capita total for that fiscal year; the Local shall reimburse the UPFFA of CT. fifty (50%) of the per diem coverage cost which exceeds their annual per capita tax.

ARTICLE 14 - AFFILIATIONS

Section 1 This Association shall be affiliated with the International Association of Fire Fighters, the Federation of State and Provincial Association and the Connecticut State Labor Council, AFL-CIO.

Section 2 Delegates to Conventions:

By virtue of their election to office, the President and Secretary are the duly elected delegates to the IAFF Convention. In the event the President or Secretary is unable to attend; the delegate shall be elected by secret ballot of the UPFFA. (Reference IAFF Constitution, Article IV, Section 4)

By virtue of his election as President of the Association, he shall be the duly elected delegate to the Connecticut State AFL-CIO Convention.

By virtue of their election to office, the President and Secretary or in their absence, the President's designee(s) shall be the duly elected delegates to the Federation of State and Provincial Association.

endorsements and shall serve as the UPFFA COPE Committee and shall authorize all donations from the PAC account.

Two-thirds (2/3) majority of the delegates present at a meeting or convention are required for any candidate(s) to be endorsed by the Association.

Section 2 The UPFFA will present to the Locals at each regularly scheduled meeting, a report listing the amount and names of each recipient of the PAC monies since the previous meeting.

ARTICLE 18 - ORDER OF BUSINESS

The Order of Business at a meeting of this Association shall be as follows:

Opening

Roll Call of Officers and Delegates

Minutes of Previous Meeting

Report of Treasurer

Communications and Bills

Report of Officers

Report of Committees

Unfinished Business

New Business

Good of the Association

Adjournment

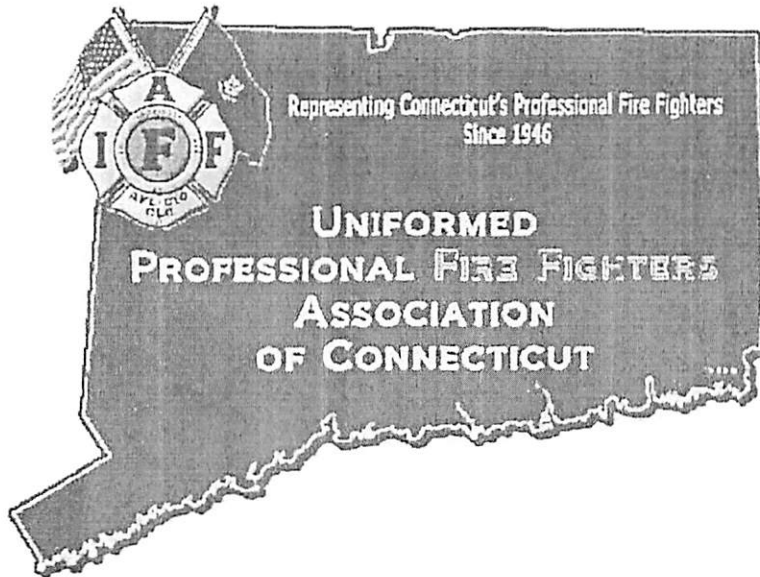
This order of business may be suspended or changed by a majority vote at any meeting, except that a motion to adjourn shall not be in order if in the opinion of the presiding officer there remains necessary business to be acted upon.

ARTICLE 19 - POLICY MANUAL

Section 1 There shall be a Policy Book in effect.

Section 2 When existing policy is changed, those changes shall be printed in loose-leaf form and transmitted to all affiliated locals with policy books in their possession.

Uniformed Professional Fire Fighters Association Of Connecticut



Constitution and By-Laws

Revised: March 30, 2017
Special Constitution & By-Laws Meeting

Table of Contents

ARTICLE 1 - NAME.....	3
ARTICLE 2 - JURISDICTION.....	3
ARTICLE 3 - PURPOSE.....	3
ARTICLE 4 - DELEGATES.....	4
ARTICLE 5 - MEETINGS	4
ARTICLE 6 - OFFICERS, EXECUTIVE COMMITTEE AND ELECTIONS.....	5
ARTICLE 7 - DUTIES OF OFFICERS	7
ARTICLE 8 - EXECUTIVE BOARD & COMMITTEES	8
ARTICLE 9 - BONDING.....	8
ARTICLE 10 - INITIATION FEES AND PER CAPITA TAX.....	9
ARTICLE 11 - AUDIT.....	10
ARTICLE 12 - MISCONDUCT AND PENALTIES	10
ARTICLE 13 - SERVICING LOCAL UNIONS.....	10
ARTICLE 14 - AFFILIATIONS.....	11
ARTICLE 15 - CONVENTIONS.....	12
ARTICLE 16 - AMENDMENTS.....	12
ARTICLE 17 - POLITICAL ACTION COMMITTEE.....	12
ARTICLE 18 - ORDER OF BUSINESS	13
ARTICLE 19 - POLICY MANUAL.....	13

ARTICLE 1 - NAME

Section 1 This Association shall be known as "The Uniformed Professional Fire Fighters Association of Connecticut," International Association of Fire Fighters, AFL-CIO.

Section 2 All references in this Constitution and By-Laws to Association shall refer to the Uniformed Professional Fire Fighters Association of Connecticut and all references to International shall refer to the International Association of Fire Fighters.

Section 3 This Association, its officers, representatives and members shall recognize, observe and be bound by the provisions of the Constitution and By-Laws of the International Association of Fire Fighters and the interpretations rendered by the International General President, the resolutions, decisions and directives of the Executive Board or officers of the International when made in conformity with the authority granted by the Constitution and By- Laws of the International and the resolutions adopted and policies established by the delegates at conventions. Article 14 of the Constitution and By-Laws of the International is recognized as providing the basic rules governing this Association.

ARTICLE 2 - JURISDICTION

Section 1 Only affiliated local unions of the International Association of Fire Fighters, AFL-CIO, which locals are located in the State of Connecticut are eligible to be affiliates of this Association; such affiliation shall consist of "Full membership" affiliation or "Legislative only" affiliation. In addition, there shall be an alumni association with group representation on a regional area determined by Congressional Districts.

ARTICLE 3 - PURPOSE

Section 1 This Association will always endeavor to raise the standards of all whom are gainfully employed as paid employees engaged in firefighting, emergency medical or rescue service activities or related services

Section 2 This Association shall endeavor to organize all employees engaged in firefighting, emergency medical or rescue service activities or related services as permitted by Connecticut General Statutes.

Section 3 This Association shall be a clearinghouse for all statewide legislation introduced by all subordinate locals.

Section 4 This Association shall provide affiliated locals with advice and service whenever it is deemed necessary.

ARTICLE 4 - DELEGATES

Section 1 Each affiliate local union in good standing shall be entitled to two (2) delegates for its first 100 members or any fraction thereof, and one (1) delegate for each additional 100 members or majority fraction thereof, for which per capita has been paid, based on the average of the last twelve months.

Section 2 Accredited delegates shall be those designated, in writing, by the President of the local to the Secretary of the Association.

Section 3 Any member in good standing of an affiliated local union may be heard at any meeting, but cannot vote unless he is an accredited delegate

Section 4 The establishment of an Alumni Association shall consist of a regional area to allow one (1) Delegate per Congressional District to represent the alumni association at Delegates meetings of the UPFFA. The cost for affiliation with the UPFFA as an alumni member shall be one-twelfth of the annual cost of a legislative member.

ARTICLE 5 - MEETINGS

Section 1 Regular meetings of the Association will be held at least once every four (4) months and may be called more often at the discretion of the President. Notice of time, place, and date must be sent to each affiliated local at least seven (7) days in advance of the meeting, with minutes of the previous meeting.

Section 2 Special meetings shall be called when a petition is presented to the President of the Association, signed by at least five (5) Presidents of local unions, stating the purpose of such special meeting. Notice of special meetings shall be sent to all affiliated locals stating the purpose, date, time, and place. Such meeting shall be held not sooner than seven (7) days nor later than fifteen (15) days after the President receives such petition.

Section 3 The delegates of Five (5) local unions shall constitute a quorum at a regular or special meeting.

Section 4 Each delegate or member local in good standing shall have the right to attend any meeting and to participate in such meeting in accordance with the Constitution and By-Laws of the Association and the recognized parliamentary procedure adopted by this Association. Delegates shall conduct themselves in such a manner as not to interfere with the legal or contractual obligations of the International or this Association.

Section 5 The rules contained in Atwood's Rules for Meetings shall govern meetings of this Association in all cases except when in conflict with this Constitution and By-Laws or the Constitution and By-Laws of the International or interpretations of these documents.

Section 6 Legislative Affiliated Locals shall be entitled to delegates who shall be permitted to vote only on legislative issues, political endorsements, PAC fund budget, and distribution of PAC fund donations.

Section 7 The Alumni representative shall only be entitled to speak and vote on matters affecting members and future alumni member's issues, including Political Action issues.

Section 8 In accordance with the limitations set forth in Section 6 & 7, a roll call vote may be had on any motion when such roll call is supported by at least ten percent (10%) of delegates present. The question put to a roll call shall be decided by a majority vote tallied on the per capita membership of the local, except that no delegate shall be entitled to vote more than one hundred (100) votes. No proxy voting shall be permitted on a roll call vote.

ARTICLE 6 - OFFICERS, EXECUTIVE COMMITTEE AND ELECTIONS

Section 1 The officers of this Association shall consist of a President, Secretary, and Treasurer whose terms of office shall be three (3) years

Section 2 The Executive Board shall consist of the three (3) officers as defined in Section 1 of this Article and a total of seven (7) District Vice Presidents; six (6) District Vice Presidents who shall be elected by Full membership affiliates and one (1) District Vice President who shall be elected by Legislative only affiliates. The Executive board member's terms of office shall be two (2) years. Members of Legislative affiliates of the UPFFA of Ct, and in good standing may hold any elective executive board position with the UPFFA not to exceed fifty (50%) percent of the board, legislative affiliates shall receive one-half ($\frac{1}{2}$) the delegates for voting purposes, and no legislative affiliate shall have more than three (3) delegates for voting purposes.

Section 3 Trustee's positions shall consist of three (3) trustees; the individual receiving the most votes would be elected for three (3) year term, the individual receiving the 2nd most votes would hold a 2-year term and the individual receiving the 3rd most votes would hold a 1-year term. After the initial elections for the position of Trustee, the terms for each position shall be three (3) years and each position shall be staggered. The duties of the trustees shall be to review the Professional Accountants Report and Recommendations.

Section 4 Any member in good standing of any Membership Local of the UPFFA may hold elective office within this organization except as provided for in Section 2, provided he or she is either nominated by a delegate of his or her Local or an incumbent member of the Executive Board or Principal Officer of the UPFFA. Any member that has separated in good standing of an affiliated UPFFA Local in good standing and is currently serving as a Principal Officer or member of the Executive Board of the UPFFA shall be eligible to be nominated and run for office. The candidate shall be an active member or active retired member of the IAFF.

Section 5 Each candidate for office shall have the right to request distribution of campaign literature, by mail or otherwise, to all local unions in good standing at the candidates own personal expense. If the Association grants this request, all other

candidates for office shall receive the same privilege. "A candidate for office" includes a candidate for membership on the Executive Committee. There shall be no discrimination in favor of or against any candidate with regard to use of membership list.

Section 6 No funds received by this Association, through initiation fees, dues, or assessments or otherwise, shall be contributed or applied to promote the candidacy of any person in elections of officers of this Association. This section does not prevent the expenditure from Association funds for notices, factual statements of issues, and other necessary expenses to conduct elections so long as they do not invoke promotion of any candidates of this Association.

Section 7 Elections - At least fifteen (15) days' notice shall be given to all affiliated local unions before the election meeting is held. Nominations and elections shall be held during the same regular meeting or special meeting called for this purpose.

Regular elections shall take place at the regularly scheduled September delegates meeting. Voting for all offices shall be by secret ballot except when there is only one (1) candidate, the motion to have the Secretary cast one ballot is in order. Each person voting shall vote for the number of candidates needed to fill all vacancies for the position being voted on. The candidate who received the highest number of votes for any office is considered elected. All voting shall be by per capita as ascertained by the records of the Treasurer, except that no delegate shall cast more than one hundred (100) votes. The Chair shall appoint a three (3) member committee to conduct the election and the ballots shall be preserved until the next election. In case of a tie vote for any office there shall be a runoff election at the same meeting between the candidates who finished in the tie. All nominations for any office must receive a second.

Section 8 Whenever a vacancy occurs during the term of office of any Officer or Executive Board member, there shall be an election held at a special meeting called for this purpose not later than forty-five (45) days after such vacancy occurs and such election shall follow the same procedure as that used at regular elections.

Section 9 If both the President and Secretary shall be absent or removed from office, the order for the presiding Officer shall be as follows; Treasurer, Senior District Vice President, or in their absence, a presiding officer shall be elected from the floor.

Section 10 The absence of an Officer or Executive Board member from two (2) consecutive meetings without a legitimate excuse shall be cause for his removal from office.

Section 11 Upon a member's election to office, he takes and assumes the responsibility for such office immediately and holds this office until his successor is elected.

EXHIBIT C



STRENGTH + SOLIDARITY + SUCCESS

INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS AFL-CIO, CLC | 53RD CONVENTION | AUGUST 15-19, 2016



Constitution and By-Laws

Officer's Oath

I pledge my honor to perform the duties of my office in compliance with the Constitution and By-Laws of the International Association of Fire Fighters and this [local union, state association, or provincial association].

All properties and records of this union will be turned over to my successor in office at the close of my official term.

I will dutifully abide by and promote the positions taken by the majority.

I will dedicate my talents and energies to represent the mandates and directives of this union. I will use my good office to promote unity and harmony – all of which I solemnly promise and swear to keep to the best of my ability.

**Constitution and By-Laws
of the
International Association of Fire Fighters**

Organized February 28, 1918
in the
City of Washington, DC

As amended by the Fifty-Third Convention
Las Vegas, Nevada
August 2016

Affiliated with AFL-CIO, CLC

Harold A. Schaitberger
General President

Edward A. Kelly
General Secretary-Treasurer

International Headquarters
1750 New York Avenue, NW
Washington, DC 20006
<http://www.iaff.org>
August 2016

body in which he/she held office. If cleared of the charges against him/her, the officer shall be immediately reinstated in the office from which suspended; if found guilty of the charges by the trial board, the suspension shall become permanent and the office shall be declared vacant.

Any officer removed from office under the provisions of this Article may make an appeal, subject to compliance with the requirements of Section 6 of Article XVIII, from the decision of the trial board to the full Executive Board less the General President who suspended the officer and brought the charges and the three (3) members who composed the trial board and made the decision and any other member who might be involved directly or indirectly in the charges, with the right of further appeal to the International Convention in accordance with the procedure prescribed in Section 5 of Article XVIII and compliance with the provisions of Section 6 of Article XVIII.

Unless reinstated by action of the convention or unless modified by the decision and order of the Executive Board or by the convention, any person permanently suspended from office pursuant to this Article shall not again be eligible for office in the Association or in any of its subordinate bodies unless and until such disqualification is lifted by action of the International Convention but his/her rights as a member of the Association and any subordinate body thereof shall not otherwise be impaired unless specific written charges are preferred against him/her and proceedings conducted as hereinafter required by the provisions of Articles XVI and XVII by virtue of which he/she is suspended or expelled from membership.

ARTICLE XII – DISSOLUTION

Section 1. Dissolution of Association

This International Association shall not be dissolved so long as seven or more local unions or other subordinate bodies in good standing acknowledge its jurisdiction and authority and continue to comply with this Constitution and By-Laws. In the event that less than seven local unions or other subordinate bodies acknowledge the jurisdiction and authority of the Association, it shall be dissolved by order of the Executive Board. All real and personal property belonging to the Association shall thereupon be liquidated into cash by public or private sale conducted under the supervision of the Executive Board and the cash remaining after the sales are completed and all debts and expenses have been paid shall be remitted in equal shares to the members of the Association who were in good standing at the time dissolution was ordered.

Section 2. Voluntary Forfeiture of Charters and Dissolution of Local Unions or Other Subordinate Bodies

There shall be no voluntary forfeiture of the charter or dissolution of any local union unless the majority of its membership in good standing vote to forfeit the charter, and there shall be no voluntary forfeiture of the charter or dissolution of any state or provincial association unless the majority of member locals of such state or provincial association vote to forfeit its charter, or of any joint council unless the majority of members of such council vote to forfeit its charter. Voluntary forfeiture of a charter or

dissolution shall be determined only by a referendum vote of the local union or other subordinate body membership. This referendum shall be conducted by secret ballot after at least thirty (30) days written notice has been made to all members of such local union or other subordinate body stating that a proposal to forfeit the charter will be submitted to a referendum ballot. Such written notice shall also be communicated by a local union seeking dissolution to any state or provincial association or joint council of which it may be a member. The referendum shall be initiated only by motion of the membership in good standing of such local union or by the governing authority of such other subordinate body.

Where local unions of the Association become merged with other local unions of the IAFF as a result of city or township consolidations, unifications or mergers required by state, provincial or municipal action, the local unions which do not survive the merger and lose their identity shall be regarded as dissolved by operation of civil law.

Upon notice of such dissolutions to the General Secretary-Treasurer and through him/her to the Executive Board, such dissolutions shall be recorded in the books of the Association and their charters returned and cancelled.

In the event of any voluntary proposal of merger of one or more local unions of the Association with another local union of the IAFF which is not caused by action of municipal or other civil authority, no such merger shall be consummated without approval of the General President and Executive Board upon such terms and conditions as they may authorize. Two or more existing IAFF locals who wish to merge voluntarily must obtain approval by a referendum vote of each local's membership by whatever means selected by the locals, and such affected locals must comply with the then current policy of the IAFF Executive Board and consult with the IAFF Vice President of the District to include written verification after a showing of interest and prior to the vote. To be recorded as a voluntary forfeiture, the affiliate's per capita must be paid current with notification to the General Secretary-Treasurer of such voluntary forfeiture, dissolution by merger or by operation of civil law.

Section 3. Involuntary Forfeiture and Revocation of Charters of Local Unions and Other Subordinate Bodies

Upon approval by the Executive Board the General President may revoke the charter of and dissolve any local union or other subordinate body for failure to pay the established per capita tax and the Association's proportion of other fees due on all its members as heretofore provided in Article VIII or for failure to report to the Association on its full membership, or for failure or refusal to comply with the provisions of this Constitution and By-Laws or with the directives of the General President, the Executive Board issued thereunder or those of the International Convention, or for the purpose of correcting corruption or financial malpractice in such local union or other subordinate body. The validity of any such revocation and dissolution may be appealed pursuant to the provisions of Article XVIII of this Constitution and By-Laws.

For purposes of this Section any local union or other subordinate body of the Association which fails to pay its per capita tax, assessments, or other required fees to