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December 20, 2012

Via email: [therbst@trumbull-ct.gov](mailto:therbst@trumbull-ct.gov)

Hon. Timothy M. Herbst  
Trumbull Town Hall  
Second Floor  
5866 Main Street  
Trumbull, CT 06611

Re: Trumbull Housing Authority / Charter Violation

Dear First Selectman Herbst:

Per your request, I am providing an opinion as to whether a Charter violation occurred relative to the meeting and agenda noticing requirements of the Charter when the Trumbull Housing Authority ("Authority") convened for a Regular Meeting on Monday, December 17, 2012 and acted upon agenda items never noticed in accordance with Charter II, Section 5 of the Charter. As set forth in more detail below, it is my opinion that the Authority violated the Charter and all actions taken by the Authority should be deemed null and void *ab initio*.

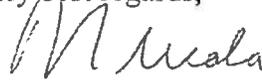
First, the Trumbull Housing Authority is a hybrid organization bearing equally strong aspects of local and State authority. *Norwich v. Housing Authority*, 216 Conn. 112, 122 (1990). For example, in *Norwich*, the Supreme Court of Connecticut held that the Town of Norwich had the power to dissolve its local City and Town Housing Authority and establish a new consolidated Housing Authority and, by implication, to assign to it the facilities and operations of the recently abolished authorities. *Id.* at 124. That power was directly derived from a combination of the City's Charter and State Statute.

The Authority's Commission is a commission of the Town of Trumbull as commissioner appointments are delegated to the Town by Statute. See C.G.S § 8-41. To put this another way, there would be no commission without the Town acting to appoint one. Further, Charter imposes certain meeting and agenda noticing requirement on its commissions. See Charter, Ch. II, § 5. The Trumbull Town Charter clearly provides that all appointed commissions will post agendas and all supplemental materials on the Town website no less than 48 hours prior to the posted start time of the meeting. See Charter, Ch. II, § 5. In my opinion, when the Housing Authority convened at its December Regular Meeting without properly noticing the agenda for that meeting, it violated the Charter. It should be noted that the WPCA and the Trumbull Golf Commission are Enterprise Funds, and therefore quasi-state agencies. Both abide by the agenda posting requirements of Chapter 11, §5 of the Charter.

The Commission derives its authority from a Quorum of its members voting at a properly conducted meeting. The Authority did not conduct a proper meeting as it clearly violated the Charter's notice requirements. The resulting effect is that the acts of the commission during its December Regular Meeting are null and void *ab initio*. The clear import of the language of the Chapter II, Section 5 is that properly noticing a meeting agenda is a pre-condition for conducting said meeting, in particular, acting on business which should appear within an agenda. Moreover, the purpose of Charter, Ch. II, § 5 is to foster public participation in local government by apprising the public in advance and in a reasonable manner of items of business upon which the Town's Board and Commission may take action. Thus, if the acts of the Town's Board and Commission were valid despite failing to comply with the noticing requirements of the Charter, the purpose of Charter, Ch. II, § 5 would be fundamentally undermined and no cure would exist to undo the harm.

I am available to discuss the foregoing opinion at your request.

Very best regards,



Robert J. Nicola, Esq.