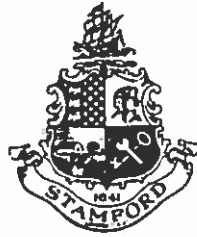


MAYOR  
DANNEL P. MALLOY



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## Memorandum

**To:** Representative Randall Skigen, Esq.  
Carmen Domonkos, President, Board of Representatives

**CC:** Mayor Dannel P. Malloy

**From:** Thomas M. Cassone, Director of Legal Affairs

**Date:** 11/5/97

**Re:** Springdale Fire Department Agreements

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You have requested an opinion on whether or not the above Agreements, which involve the reassignment of City Fire District personnel into the Springdale Fire Department and the employment of current Springdale paid firefighters by the City violates Charter Section C5-40-3(d). That section provides in relevant part, "Jurisdiction. The services of the Fire and rescue Department under the control of the Chief shall be limited to the City Fire Service District, except in the case of an emergency."<sup>1</sup>

As related in the "Springdale Agreements Executive Summary" dated October 14, 1997, while downtown paid personnel will staff the Springdale Fire District and Springdale paid employees will become City of Stamford employees, the Springdale Fire Company will retain "its autonomy and its operational control over the District".

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<sup>1</sup> Later in the section, it also provides that "[c]hanges in Fire Service Districts may be made by ordinance adopted by a two-thirds' vote of the total membership of the Board of Representatives with the advice of the city Fire and Rescue Chief and the respective Chief of the Volunteer Fire Department affected". However, as opined herein, because the Agreements will not affect the jurisdictional boundaries of the Springdale Fire Service District, no such ordinance is necessary.

This is accomplished in the management agreement, entitled "Memorandum of Agreement" which ensures that:

"Stamford Fire Rescue Employees shall observe the [Springdale] work rules . . . in addition to the other lawful verbal and written directives of the Chief of Springdale"<sup>2</sup>

"Springdale shall maintain complete operational control over its fire station and fire apparatus at all times . . ."<sup>3</sup>

"The jurisdiction served by Springdale shall be as outlined in the City Charter as amended"<sup>4</sup>

"Jurisdiction" is defined as "[t]he territorial range of authority or control".<sup>5</sup> By its express terms, the Memorandum of Agreement does not change that in any way. What it does accomplish is the reassignment and reemployment of individuals working as paid fire fighters within the volunteer district. But volunteer firefighting will continue in Springdale, and pursuant to the terms of the Memorandum of Agreement, it will be under the direction and authority of the Springdale Fire Company.

Moreover, any arguable or perceived change is *by agreement*. The Charter provides "Nothing in this Charter shall be construed to affect the organization, status or property of the Volunteer Departments of Stamford"<sup>6</sup>. There is no prohibition against the City and the Volunteer Departments coming to an agreement altering their rights and obligations concerning any of these issues. Therefore to the extent the City and Springdale have by agreement, altered their status or organization, they can.

Lastly, the Municipal Powers Act, at C.G.S. Section 7-148 (c)(4)(B) expressly gives municipalities the broad authority to "[p]rovide for fire protection, organize, maintain and regulate the persons providing fire protection, provide the necessary apparatus for extinguishing fires *and do all other things necessary or desirable for the protection of the municipality from fire.*" (emphasis added) Safety is obviously paramount, and this statute gives a municipality broad power to provide for fire protection. Insofar as the

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<sup>2</sup> Memorandum of Agreement, Paragraph 4

<sup>3</sup> *id.*, Paragraph 5

<sup>4</sup> *id.*, Paragraph 10

<sup>5</sup> *The American Heritage Dictionary of the English Language, Third Edition* copyright © 1992 by Houghton Mifflin Company.

<sup>6</sup> C5-40-3(d) (emphasis added)

*November 5, 1997*

Springdale Agreements enhance fire protection in the Springdale Fire District, they are also consistent with State law.

In conclusion, the Springdale Agreements are consistent with the Charter and State law. Therefore, I find no legal prohibition to their approval.