

DOCKET NO. HHD-CV25-6206253-S	:	SUPERIOR COURT
RICKFORD KIRTON, SYDNEY SCHULMAN, AND LUCY HURSTON, PLAINTIFFS	:	JUDICIAL DISTRICT OF HARTFORD
V.	:	
DANIELLE C. WONG, TODD E. COOPER, MICHAEL J. OLIVER, CINDI A. LLOYD, KENNETH L. MCCLARY, ANTHONY HARRINGTON, SHAMAR MAHON, ELIZABETH WATERHOUSE, JOSEPH MERRITT, ANNA POSNIAK, ALVIN D. SCHWAPP, JR., AND TOWN OF BLOOMFIELD	:	DECEMBER 29, 2025

MEMORANDUM OF DECISION ON CROSS MOTIONS FOR SUMMARY JUDGMENT

This matter is before the court on cross motions for summary judgment on the third and fourth counts of the plaintiffs' complaint. The plaintiffs are registered voters, homeowners, and taxpayers of the Town of Bloomfield (town). They brought this action against the defendant town, its mayor, deputy mayor, all other town council members, the town manager, and the town clerk to challenge the validity of a referendum held on May 28, 2025, to approve or disapprove the budget adopted by the town council. The plaintiffs claim that a four million dollar appropriation from the general fund's unassigned fund balance to a newly created economic development trust fund was a "nonbudgeted appropriation" that had not been approved by referendum as required by § 310 of the town charter. They further claim that the budget referendum question improperly included the four million dollar appropriation as part of the

town's total budget for the 2026 fiscal year. In count three of their complaint, they seek a writ of mandamus ordering the town to conduct a new referendum with separate questions for approval of the budget and the four million dollar appropriation. In count four, they seek a declaratory judgment that the referendum conducted on May 28, 2025, was not valid. They have moved for summary judgment on counts three and four of their verified complaint.¹

The defendants oppose the plaintiffs' motion for summary judgment and seek summary judgment in the defendants' favor on the same counts.² They assert that the four million dollar appropriation was not a nonbudgeted appropriation but a mere transfer between town funds that was approved as part of the overall budget process, with adequate notice to the public and opportunity for public comment. They also argue that the plaintiffs have not met the stringent requirements for a mandamus ordering a new referendum because the charter affords the council discretion in the framing of questions for referenda, there is no evidence that anyone was misled by the referendum question as framed by the town council, and there is no evidence that the outcome would have been different if the reference to the fund transfer had been omitted. Finally, they assert that the plaintiffs' claims are barred by laches because they waited until after

¹ The first and second counts of the verified complaint allege violations of the plaintiffs' civil rights under federal and state law. Those counts were not addressed in the cross motions for summary judgment and consequently are not addressed in this decision.

² All defendants except Shamar Mahon filed a joint motion for summary judgment. Mahon filed a separate motion but adopted by reference the arguments made by the other defendants.

the referendum to raise the issue of the framing of the question. The plaintiffs oppose the defendants' motion for the same reasons stated affirmatively in the plaintiffs' motion for summary judgment.

The parties jointly submitted a stipulation of facts. Attached to the stipulation, and authenticated by it, were copies of documents relevant to the cross motions, including the town charter, the ordinance creating the Economic Development Trust Fund ("trust fund"), the public notices regarding the various budget public hearings and council meetings held in February, March, April, and May of 2025, minutes of those hearings and meetings, and copies of the 2026 fiscal year budget as proposed and as adopted. In addition to the stipulation, the plaintiffs submitted the affidavit of Rickford Kirton, the first named plaintiff and a former deputy mayor of Bloomfield. The defendants submitted an affidavit of Danielle C. Wong, the first named defendant, who at all times relevant to this action was the mayor of Bloomfield and a member of the council, and an affidavit of Darrell V. Hill, the town's director of finance.

The parties appeared for argument on the cross motions for summary judgment on September 9, 2025. The court has carefully reviewed the motions, briefs, and affidavits, the stipulation of facts, the exhibits, the arguments of the parties, and the applicable law. Based on that review, and for the reasons set forth in this decision, the court concludes that the transfer of four million dollars from the unassigned fund balance to the trust fund was "nonbudgeted" but was not an "appropriation." Because it was not an appropriation, it was not subject to the

provisions of § 310. Finally, the plaintiffs did not establish their right to the extraordinary relief of a writ of mandamus or to a judgment declaring the invalidity of the referendum. The public notice of the referendum accurately described the annual operating budget and accurately described the transfer from the unassigned fund balance to the trust fund. Even if the inclusion of the fund transfer in the “total budget” in the referendum question was inconsistent with the use of the term “budget” in the charter, there is no evidence that anyone was misled by the referendum question. There is no evidence to suggest that the reliability of the outcome of the referendum is actually and seriously in doubt because of the inclusion of the fund transfer in the “total budget.”

SUMMARY OF FACTS

The town of Bloomfield is a Connecticut municipality operating under a town charter. The charter establishes a town council (council) consisting of nine members, elected biennially, to serve as the “governing general legislative body of the [t]own.” Charter § 301, § 306. Following each election, the council elects one of its members to serve as mayor and another to serve as deputy mayor. Charter § 302. The council appoints a town manager to serve as the town’s chief executive officer. Charter § 501 (a), § 502 (b). The town manager is responsible for the administration of all departments, agencies, and offices in the town. Charter § 502 (b). Among other responsibilities, the town manager is charged with preparing and submitting an annual budget to the council. Charter § 502 (b) (5).

Under the charter, the town's fiscal year begins on the first day of July and ends on the thirtieth day of the following June. Charter § 901. Chapter IX of the charter prescribes in detail the procedures and timing for the development and adoption of the annual budget. The head of each department, office, or agency for which a specific appropriation is to be made, with the exception of the board of education, must submit a departmental budget request to the town manager at least 120 days before the end of each fiscal year. Charter § 902 (a). The chairperson of the board of education must submit an itemized budget request to the town manager at least 105 days before the end of the fiscal year. Charter § 902 (b). Not later than ninety days before the end of the fiscal year, the town manager must present a proposed budget to the council, including an itemized statement of revenues and expenditures in the last completed fiscal year, a statement of actual revenues collected and expenditures made in the first eight months of the current fiscal year, an estimate of revenues to be collected and expenditures to be made in the entire current fiscal year, estimates of revenues to be collected other than from property taxes in the ensuing fiscal year, the appropriations requested for the ensuing fiscal year, and the appropriations recommended by the town manager. Charter § 903.

After receiving the town manager's proposed budget, the council must make copies available to the public within ten days and hold a public hearing within fifteen days. Charter § 904. After the hearing, the council then must prepare a budget that complies with any minimum standards or requirements of the state. Charter § 904. The council must hold an annual town meeting on the first Monday in May to explain its recommended budget and to

receive public comment on it. Charter § 904 (c). Copies of the recommended budget must be made available to the public at least five days before the annual town meeting. Charter § 904 (d). The budget must be adopted by a majority vote of all council members at a meeting held after both the public hearing and the annual town meeting have been completed, but no later than the second Monday in May. Charter § 904 (e).

After the council adopts the budget, eligible electors of the town may petition for the town to hold a referendum for a “yes” or “no” vote to approve the budget at a special election called for that purpose by the town council. Charter § 906. The petition must be signed by at least 7.5 percent of the total number of registered voters in the town and must be submitted to the town clerk no later than seven days after adoption of the budget. If the town clerk determines that a sufficient number of voters signed a petition for a budget referendum, the clerk must certify the petition to the council, which then must meet within seven days to set the date for the budget referendum. Charter § 906 (c). The referendum must be held no less than seven days nor more than fourteen days from the date of the council meeting. Charter § 906 (c).

If a majority of voters voting in the referendum vote “no” and that majority “is equal to or more than fifteen percent (15%) of the total number of registered voters in the town as determined by the last effective list of registrars of voters,” the council must prepare and adopt another budget within ten calendar days of the referendum. Charter § 906 (e). The new budget is subject to an annual town meeting and a possible referendum in accordance with § 904 through

§ 906 of the charter. Charter § 906 (e). If the requirements for disapproval of a budget set out in charter § 906 (e) are not met, the budget as adopted by the council will be deemed to be approved. *Id.*

Charter § 310 limits the council's power to make any nonbudgeted appropriation in an amount greater than 1.5 percent of the total annual budget for the current fiscal year. Such an appropriation is not effective until it has been submitted to a mandatory referendum and approved by a majority of those voting. The majority must be equal to or greater than fifteen percent of those eligible to vote in a town election.

In addition to the charter provisions governing the budget, a policy adopted by the council in 2016 provides guidance on the management of the town's unassigned fund balance in conformity with standards set by the Governmental Accounting Standards Board (GASB) in Statement No. 54, "Fund Balance Reporting and Governmental Fund Type Definitions (February 2009)."³ The unassigned fund balance (sometimes called a rainy day fund) is the residual classification for the general fund. "This classification represents fund balance that has not been assigned to other funds and that has not been restricted, committed, or assigned to specific purposes within the general fund." GASB Statement No. 54, ¶ 17. Pursuant to the policy

³ A copy of GASB Statement No. 54 and a copy of the town's policy regarding the unassigned fund balance were submitted as Exhibits A and B, respectively, to the affidavit of Darrell V. Hill, the town's director of finance. Although not mentioned in the stipulation of facts, the plaintiffs did not object to the court's consideration of the affidavit or its exhibits.

adopted in 2016, the town strives to maintain an unassigned fund balance as of June 30 of each fiscal year equal to between fifteen and twenty percent of the subsequent year's budgeted operating revenues.

In March, 2025, the town manager prepared the town manager's budget for the 2026 fiscal year in accordance with the charter. His total proposed budget was \$116,566,274, an increase of approximately 5.8 percent over the total budget of \$110,196,930 that had been approved for the 2025 fiscal year. He also proposed the use of \$5.07 million of the town's unassigned fund balance to mitigate a portion of the mill rate increase. He represented that such use was consistent with the town's policy of maintaining a reserve level between fifteen and twenty percent of the subsequent year's budgeted operating revenues. Copies of the town manager's proposed budget were made available to the public in the manner required by the charter.

On April 1, 2025, the council held a special meeting. The first portion of the meeting was a public hearing to solicit public comments regarding a proposal for an ordinance creating the trust fund. Only one resident spoke during the public hearing, which was then closed. The meeting then turned to discussion regarding the proposed budget for the 2026 fiscal year.

On April 2, 2025, the council held a special meeting to continue deliberations from the previous day's special meeting regarding the proposed budget. At the end of the meeting, by a vote of eight to one, the council voted to present a "FY2026 Budget Scenario" for the council's

consideration and approval. The budget scenario proposed by the council included a withdrawal of \$3.75 million from the unassigned fund balance to be added to the general operating budget, rather than the \$5.07 million withdrawal proposed in the town manager's budget. The council's budget scenario also included a proposed transfer of four million dollars from the unassigned fund balance to the trust fund.

On April 3, 2025, the council held a special meeting at which it considered the proposed ordinance creating the trust fund. Two amendments to the ordinance were proposed and adopted. The first amendment allowed unspent and unencumbered funds to be transferred back to the general fund by a majority vote of the council. The second amendment required council approval by a majority vote for all expenditures from the trust fund. As amended, the ordinance was approved by a vote of eight to one.

On April 15, 2025, the council held a regular meeting. Several individuals, including plaintiffs Rickford Kirton and Lucy Hurston, submitted public comments opposing the council's budget scenario. Opposition was expressed to both the overall tax increase and the transfer of a portion of the unassigned fund balance to the trust fund. Other individuals spoke in support of the council's budget scenario.

On April 25, 2025, the town clerk notified the public that the annual town meeting for consideration of the budget would be held on Monday, May 5, 2025. The notice stated that an official copy of the town council's recommended budget would be on file in the town clerk's

office on or before April 30, 2025, and copies of the budget would be posted on the town's website. The council's recommended budget included expenditures of \$113,619,271. Its projected revenues of \$113,619,271 included a \$3.75 million withdrawal from the unassigned fund balance to be used to mitigate a portion of the mill rate increase resulting from a mandated revaluation in 2024. The town made the recommended budget available to the public in the manner required by the charter.

On Monday, May 5, 2025, as required by the charter, the town held its annual town meeting for consideration of the council's recommended budget. During the meeting, the town manager and the director of finance presented and explained the recommended budget. The meeting included a period for public comment, during which several members of the public offered comments.

On May 5, 2025, promptly after the annual town meeting concluded, the council convened a special meeting for the purpose of considering and voting on the budget for the 2026 fiscal year. The council considered and adopted the recommended budget as it had been presented at the annual town meeting by a vote of eight to one. After the meeting, the town issued the adopted budget for the 2026 fiscal year.

On May 12, 2025, the council met in a regular meeting. At that meeting, it voted, by a vote of eight to one, to affirm the May 5, 2025 adoption of the budget for fiscal year 2026. By a

vote of eight to one, it also voted to affirm the appropriation of four million dollars from the unassigned fund balance to the trust fund.

After the council adopted the budget for the 2026 fiscal year, the plaintiffs began collecting signatures to hold a budget referendum as provided in charter § 906. On May 16, 2025, the town clerk certified that she had received a petition containing the required number of signatures to call for a referendum on the 2026 budget.

On May 19, 2025, the council held a special meeting to consider the petition for a budget referendum. The following ballot question was proposed:

“SHALL THE BUDGET, AS ADOPTED BY THE TOWN OF BLOOMFIELD TOWN COUNCIL FOR THE FISCAL YEAR ENDING ON JUNE 30, 2026, WHICH INCLUDES THE TOWN OPERATIONS BUDGET OF \$59,297,377, THE BOARD OF EDUCATION OPERATIONS BUDGET OF \$54,321,894, AND THE TRANSFER TO THE ECONOMIC DEVELOPMENT TRUST FUND FROM THE UNASSIGNED FUND BALANCE IN THE AMOUNT OF \$4,000,000, FOR A TOTAL BUDGET OF \$117,619,271, BE APPROVED?”

One council member raised a concern about the previous vote to allocate four million dollars to the trust fund, noting that the vote was taken as a separate vote from the overall budget. The mayor responded that the process was correct. The council then voted unanimously to approve the referendum question as presented. By a vote of seven to one, with one member absent, the council voted to hold the referendum on May 28, 2025.

A week before the May 28, 2025, referendum, the town issued formal notice of the referendum to voters. The notice included the single question quoted above and provided information about the times and places where the voting would be held and the manner in which it would be held. It also provided a detailed summary of the general fund operations budget that included a summary of the revenues by source, which equaled \$113,619,271, and a summary of expenditures by source, which also equaled \$113,619,271. In a separate section below the summary of the general fund operations budget, the notice included a line describing the transfer of four million dollars from the unassigned fund balance to the trust fund. It then included a line stating: “TOTAL FY2026 BUDGET AUTHORIZATION \$117,619,271.” This was followed by a description of the calculation of the mill rate. The full notice was published in the Hartford Courant.

The referendum was held on May 28, 2025. The in-person and absentee ballots contained only one question, which was identical to the question approved by the council on May 19, 2025. At the time of the referendum, the town had 15,317 registered voters. To disapprove the budget, Charter § 906 requires that a majority of those voting in a budget referendum, “which majority is equal to or more than fifteen percent (15%) of the total number of registered voters,” must vote no. Fifteen percent of the registered voters equaled 2,298. In the referendum, 2,398 voters voted, with 1,987 voting “no” and 411 voting “yes.” Because the number of the majority voting “no” was less than 2,298, the referendum failed to disapprove the budget adopted by the council.

On June 5, 2025, plaintiff Kirton delivered a letter to the town manager, town attorney, and town clerk, objecting to the language in which the referendum question was framed. He alleged that it was “factually inaccurate and materially misleading” because it included the four million dollar transfer to the trust fund. No town officer or town employee responded to Mr. Kirton’s letter, and the town did not hold a new referendum to address the issues raised by Mr. Kirton. On June 16, 2025, Mr. Kirton, joined by plaintiffs Sydney Shulman and Lucy Hurstan, commenced this action. The cross motions for summary judgment were filed on August 29, 2025.

DISCUSSION

“Practice Book § 17-49 provides that summary judgment shall be rendered forthwith if the pleadings, affidavits and any other proof submitted show that there is no genuine issue as to any material fact and that the moving party is entitled to judgment as a matter of law. In deciding a motion for summary judgment, the trial court must view the evidence in the light most favorable to the nonmoving party.” (Internal quotation marks omitted.) *Graham v. Commissioner of Transportation*, 330 Conn. 400, 414–15, 195 A.3d 664 (2018).

“The motion for summary judgment is designed to eliminate the delay and expense of litigating an issue when there is no real issue to be tried. . . . However, since litigants ordinarily have a constitutional right to have issues of fact decided by a jury . . . the moving party for summary judgment is held to a strict standard . . . of demonstrating his entitlement to summary

judgment.” (Citations omitted; footnote omitted; internal quotation marks omitted.) *Grenier v. Commissioner of Transportation*, 306 Conn. 523, 534-35, 51 A.3d 367 (2012).

A court may properly address a petition for a writ of mandamus on a motion for summary judgment if there are no genuine issues of material fact. See generally *Billboards Divinity, LLC v. Commissioner of Transportation*, 133 Conn. App. 405, 413-19, 35 A.3d 395, cert. denied, 304 Conn. 916, 40 A.3d 783 (2012) (affirming trial court’s denial of writ of mandamus on motion for summary judgment). Similarly, “[a] court may address the merits of a declaratory judgment action on a motion for summary judgment.” *General Insurance Co. of America v. Okeke*, 182 Conn. App. 83, 94, 189 A.3d 158 (2018).

In the usual case with cross motions for summary judgment, the court would address each motion separately and place the burden of proof on each movant for its respective motion. In this case, however, neither the plaintiffs nor the defendants have differentiated between the grounds for their respective motions for summary judgment and the grounds for their objection to the opposing parties’ motion. Under such circumstances, courts have analyzed the motions for summary judgment together, determining whether any parties have met the burden of showing the absence of any genuine issue as to all the material facts, which, under applicable principles of substantive law, entitle them to judgment as a matter of law. See *Church Mutual Insurance Co. v. Twin City Fire Ins. Co.*, Superior Court, judicial district of Hartford, Docket No. CV-23-6170522-S (September 25, 2024, Reed, J.); see also *General Star Indemnity Co. v. Travelers*

Indemnity Co., Superior Court, judicial district of Fairfield, Docket No. CV-08-40233383-S (April 9, 2013, *Bellis, J.*); *Travelers Casualty & Surety Co. v. Netherlands Ins. Co.*, Superior Court, judicial district of Hartford, Docket No. CV-09-4045937-S (May 13, 2011, *Wagner, J.T.R.*); *Travelers Property Casualty Co. of America v. Continental Casualty Co.*, Superior Court, judicial district of New London, Docket No. CV-08-4008325-S (May 27, 2010, *Cosgrove, J.*).

The motions for summary judgment now before the court rely on the joint stipulation of facts and the properly authenticated documents that the parties have submitted. The material facts are undisputed. The questions the court must address are (1) whether the four million dollar transfer from the unassigned fund balance to the trust fund was a nonbudgeted appropriation as that term is used in the charter, and (2) if the transfer should not have been included as part of the “total budget” in the referendum question, whether the plaintiffs are entitled to an order compelling a new referendum and a declaration that the first referendum was invalid.

I

Was the transfer a “nonbudgeted appropriation”?

The plaintiffs assert that the four million dollar transfer from the unassigned fund balance to the trust fund was a “nonbudgeted appropriation” subject to the referendum requirement of § 310. The defendants assert that the transfer was neither an “appropriation” nor “nonbudgeted” but a mere transfer from one municipal fund to another as part of the annual “budget process.”

To resolve this issue, the court must construe relevant provisions of the town charter. The charter does not define the term “nonbudgeted appropriation.” The court must therefore employ the usual tools of statutory construction, beginning with the use of the terms in all contexts in the charter. “In arriving at the intention of the framers of the charter the whole and every part of the instrument must be taken and compared together. In other words, effect should be given, if possible, to every section, paragraph, sentence, clause and word in the instrument and related laws.” (Internal quotation marks omitted.) *Cook-Littman v. Board of Selectmen*, 328 Conn. 758, 768, 184 A.3d 253 (2018).

“When a statute does not define a term, General Statutes § 1-1 (a) directs us to use the commonly approved usage of the words at issue. . . . We may find evidence of such usage . . . in dictionary definitions, as well as by reading the statutory language within the context of the broader legislative scheme.” (Internal quotation marks omitted.) *9 Pettipaug, LLC v. Planning and Zoning Commission*, 349 Conn. 268, 279, 316 A.3d 318 (2024). With no dictionary definition of the phrase “nonbudgeted appropriation,” “we must separate its component parts and examine their definitions to gain insight into the meaning of the phrase.” (Internal quotation marks omitted.) *Id.*, 280.

The first question, then, is whether the transfer to the trust fund was “nonbudgeted.” In the absence of a specific definition in the charter, it is fair to infer that “nonbudgeted” means “not in the budget,” whatever the “budget” may be. The plaintiffs argue that the transfer was

“nonbudgeted” because it did not appear in any version of the annual general fund operating budget that was presented to the town’s voters for review or in the version of the budget adopted by the council on May 5, 2025. The defendants argue that it was not “nonbudgeted” because it was part of the overall “budget process” and was discussed in the public hearings about the budget. On this point, the court agrees with the plaintiffs.

The term “budget” appears in several places in the charter but is not defined therein. In legal contexts, “budget” has been defined as “[a] statement of an organization’s estimated revenues and expenses for a specified period, usu. a year. . . .” Black’s Law Dictionary (12th Ed. 2024). In a general context, “budget” has been defined as “a statement of the financial position of an administration for a definite period of time based on estimates of expenditures during the period and proposals for financing them.” Merriam-Webster’s Collegiate Dictionary (11th Ed. 2012). Both legal and general definitions imply a comparison of revenue and expenses for a specific period of time. The use of the term “budget” in the charter is consistent with these definitions.

The charter addresses the budget primarily in two chapters. Chapter III, captioned “The Town Council,” vests authority over the budget in the council, subject to specific limitations. Chapter IX, captioned “Finance and Taxation,” details the procedures and requirements for the development of the town’s annual operating budget, the presentation of that budget to the public for review and comment, and its adoption by the council, subject to review by referendum.

Chapter III of the charter sets out the governing principles for the council. Section 306 describes the council as the “governing general legislative body of the Town.” The penultimate sentence of § 306 provides that “[t]he exclusive powers of the Town concerning the budget and tax rate are vested in the Council, except as otherwise provided in this Charter.” The five sections that immediately follow this section impose limits on the council’s powers over “nonbudgeted appropriations.”

The provisions of Chapter IX of the charter focus on the town’s annual operating budget. Chapter IX defines the fiscal year (§ 901), describes the responsibilities of the heads of departments and the board of education in submitting to the town manager requests for appropriations for the following fiscal year (§ 902), charges the town manager with responsibility for developing a proposed annual budget for the council’s review (§ 903), sets out the “powers and duties” of the council regarding the budget, including its duty to adopt a budget after the annual town meeting (§ 904),⁴ sets out the procedures for the annual town meeting (§ 905), and provides for a referendum on the budget if a timely and sufficient petition is filed (§ 906). If a sufficient number of voters disapprove the adopted budget, the council must prepare and adopt another budget (§ 906 (e)). When the budget is finally approved, the council sets the

⁴ These “powers and duties” include but are not limited to: (a) making copies of the proposed budget available to the public, (b) holding a public hearing on the proposed budget, (c) preparing the annual budget and holding the annual town meeting to explain the budget to the public, (d) providing at least five days’ notice to the public of the public hearing and the town meeting, (e) adopting the budget after the town meeting.

tax rate to achieve the revenues needed to fund the authorized expenditures (§ 907). During the fiscal year, § 908 governs changes in permissible uses for the funds that have been appropriated in the budget. Pursuant to § 908, the town manager may transfer “any unencumbered appropriation balance or portion thereof from one classification of expenditure to another within the same department, office or agency” at any time during the fiscal year. The town manager cannot transfer funds from one department, office or agency to another. During the last three months of the fiscal year, however, the town manager may request, and the council may approve by resolution, the transfer of any unencumbered appropriation balance from one department, office or agency to another.

The undisputed evidence establishes that the four million dollar transfer from the general fund’s unassigned fund balance to the trust fund was not in the annual operating budget. The annual operating budget is the “budget” to which the charter generally refers.⁵ Although the transfer was discussed in the same public hearings as the budget and was viewed by the council as part of its “budget scenario,” the transfer was not even mentioned in the three lengthy versions of the budget that were made available to the public.⁶ Each version of the budget contained a

⁵ The only other “budget” even mentioned in the charter is an “itemized five (5) year capital budget,” the first year of which must be included in the town manager’s proposed operating budget for the next fiscal year. Charter § 903 (d).

⁶ Those versions were the town manager’s proposed budget (Stipulation Exhibit B, 117 pages), the council’s recommended budget (Stipulation Exhibit J, 114 pages), and the council’s adopted budget (Stipulation Exhibit M, 114 pages).

paragraph captioned “Unassigned General Fund Balance” that reported the withdrawal of \$3.75 million from the unassigned fund balance but did *not* mention the four million dollar transfer from the unassigned fund balance to the trust fund. It is undisputed that the transfer was not included in the operating budget for the 2026 fiscal year. It was, consequently, “nonbudgeted.”

The conclusion that the transfer was “nonbudgeted” does not compel the conclusion that it was a “nonbudgeted appropriation” subject to the mandatory referendum provision of § 310. To determine whether it was an appropriation, it is necessary to consider the use of the terms “appropriation” and “nonbudgeted appropriation” throughout the charter.

The parties agree that “appropriation” is generally defined in relevant part as “[a] legislative body’s or business’s act of setting aside a sum of money for a specific purpose.” Black’s Law Dictionary (12th Ed. 2024). As used in the charter, however, and indeed as generally used in municipal finance, the term “appropriation” carries with it the authority to spend money for the purpose for which the appropriation was made. As a noted treatise on municipal law observes, “[t]he effect of the council making an appropriation for a department is to authorize the committee in charge to incur debts and pay bills out of such appropriation.”¹⁵ E. McQuillin, Municipal Corporations (3d Ed. Rev. 2005), § 39.90, p. 263. This is consistent with the General Assembly’s definition of “appropriation” for state budgetary purposes. General Statutes § 4-69 (4) defines “appropriation” as “an authorization by the General Assembly to

make expenditures and incur liabilities for specific purposes.” For the town, most appropriations are made through the formal budget process prescribed in chapter IX of the charter.

That the charter intends “appropriation” to be understood as a present authorization to expend funds can be seen in § 603 of the charter. Section 603 (c) provides that “[n]o purchase shall be made by any department, board, commission, officer or agency of the town, other than the board of education, except upon requisition and no such requisition . . . shall be valid unless the director of finance, after examining the same, has certified in writing that there is a sufficient unencumbered balance of an appropriation applicable thereto to pay the same.” No further action by the council is required when funds are appropriated by the council for specific purposes in the annual budget; the director of finance is authorized to approve the expenditure of such funds in accordance with the purpose of the appropriation.

As a general rule, “[a]ppropriations for a particular purpose cannot be used for a different purpose, or transferred or diverted to another purpose or a different department, except where it is otherwise provided by a statute or charter.” (Footnotes omitted.) 15 E. McQuillin, Municipal Corporations (3d Ed. Rev. 2005) § 39:91, p. 265. Section 908 of the charter implicitly acknowledges this general rule by creating limited exceptions to it. It allows the town manager to transfer funds from one expense classification to another within the same department at any time and allows the town council, upon request of the town manager, to transfer “any

“unencumbered appropriation balance” from one department, office, or agency to another in the final quarter of the year.

In summary, the word “appropriation” is used to refer throughout the charter to refer to an authorization to spend the town’s money for a specific purpose. Nonbudgeted appropriations may be made through the process prescribed in §§ 307 through 310. Sections 307 and 308 address nonbudgeted appropriations of more than one tenth of one percent of the total annual budget for the current fiscal year. Section 309 provides a limited power for an “emergency appropriation resolution” in an amount up to 1.5 percent of the current annual budget. Section 310 governs nonbudgeted appropriations in excess of 1.5 percent of the total annual budget. These five sections limit the council’s otherwise “exclusive powers” over the budget. Considered together, the five sections yield a coherent interpretation of the term “nonbudgeted appropriation.”

First, § 307 permits the council to make nonbudgeted appropriations in excess of 0.1 percent of the total current annual budget subject to certain procedural requirements.⁷ It must

⁷ Charter § 307, captioned “Public Hearing on Ordinances and Certain Non-Budgeted Appropriations,” provides in relevant part as follows:

“a. At least one public hearing, not less than five (5) days’ notice of which shall be given by publication in a newspaper having a circulation in the town and by posting in the town hall, shall be held by the council or a committee thereof before any vote making a nonbudgeted appropriation of more than one tenth of one percent (.1 %) of the total annual budget of the town for the current fiscal year . . .

hold at least one public hearing, for which at least five days' notice was given by publication, before any vote to make a nonbudgeted appropriation of that size. It prohibits splitting what is essentially a single transaction into smaller parts for the purpose of evading the public hearing requirement, but it lets the council make certain deductions when considering whether a nonbudgeted appropriation meets the threshold requiring a public hearing. It can deduct from the amount of the appropriation any grants, revenues, or reimbursements that have been specifically earmarked for the purpose of the appropriation. After deducting such earmarked revenue sources from the amount to be appropriated, if the amount does not exceed one-tenth of one percent of the total current budget, no public hearing is required. This provision implies, if it does not expressly state, that the council has the discretion to make "nonbudgeted appropriations" that amount to less than 0.1 percent of the current annual budget without the need for further review in a public hearing or by referendum.

If a nonbudgeted appropriation exceeds the 0.1 percent threshold, however, a referendum *may* be required. Section 308 sets out the requirements for such a referendum.⁸ Under its terms,

- "b. No appropriation for part of what is essentially a single transaction shall be made for the purpose of evading the provisions of this section. In determining whether a nonbudgeted appropriation is more than one tenth of one percent (.1%) of the total annual budget of the town for the current fiscal year, the council shall deduct from the appropriation a sum equal to any grant received by the town, which grant has been earmarked for said appropriation and shall deduct any revenue or reimbursement to be paid to the town which is directly associated with said appropriation."

⁸ Section 308 of the charter provides in relevant part:

- "a. Upon the filing with the town clerk of a petition as set forth below, any appropriation . . . passed pursuant to Section 307 shall be submitted to the electors of the town at a special election which

a referendum must be held if a petition containing valid signatures of at least 7.5 percent of the total number of qualified electors is filed within ten days after publication of the passage of the appropriation. Notably, it provides that the appropriation will become effective after the referendum is held unless a majority of those voting at the election vote in the negative *and* that majority is equal to at least 15 percent of the qualified electors of the town.

The procedural requirements of § 307 and the referendum requirements of § 308 do not apply to an “emergency appropriation resolution” approved pursuant to the terms of § 309.⁹

the council must hold not less than ten (10) days no[r] more than sixty (60) days after the filing of the petition with the town clerk.

- “1. Such petition must be filed within ten (10) days after the publication of the passage of said appropriation . . .
- “2. The town clerk shall find and certify that such petition has been validly signed by at least seven and one-half percent (7.5%) of the total number of qualified electors of the town on the current list of the registrars of voters.
- “b. When such appropriation . . . shall be so submitted to the electors, it shall not take effect until such election has been held but shall take effect at the conclusion of such election unless a majority of those voting thereon, which majority is equal to or more than fifteen percent (15%) of the total number of qualified electors of the town on the current list of the registrars of voters. . . .
- “d. The provisions of this section do not apply to a vote making an emergency appropriation as defined in this charter.”

⁹ Section 309 provides: “An emergency appropriation resolution shall be only for the immediate preservation of the public peace, health and safety. It shall contain an explicit statement of the nature of the emergency, and it shall be adopted by not less than six (6) affirmative votes of the council. In no event shall the annual budget or any appropriation, except as herein defined, constitute an emergency resolution. For the purpose of meeting an emergency as herein defined, including the prevention of the breakdown of any essential service rendered by a department, board, commission or agency of the town, the council by an affirmative vote of not less than six (6) of its members may appropriate,

Subject to the terms of § 309, the council may make an emergency appropriation in an amount up to 1.5 percent of the town's current total annual budget. This authority is limited to situations where such an appropriation is needed to "prevent the breakdown of any essential service rendered by a department, board, commission or agency of the town," and the resolution must contain an "explicit statement of the nature of the emergency." Approval of the resolution requires an affirmative vote of at least six of the council's nine members.

Sections 307, 308, and 309 collectively govern nonbudgeted appropriations and emergency resolutions in amounts up to 1.5 percent of the town's current total annual budget. Section 310 governs nonbudgeted appropriations in amounts greater than that.¹⁰ Like § 307,

notwithstanding any other provision of this charter, a sum not to exceed one and one half percent (1.5%) of the total annual budget of the town for the current fiscal year in any one year. The provisions of Sections 307 and 308 shall not apply to any emergency resolution."

¹⁰ Section 310 of the charter, captioned "Obligatory referendum on bond issues and appropriations," provides:

- "a. No vote authorizing the issuance of bonds or making of a nonbudgeted appropriation in excess of one and one-half percent (1.5%) of the total annual budget of the town for the then current fiscal year shall become effective until the same has been approved by a majority of the qualified electors voting thereon, which majority is equal to or more than fifteen percent (15%) at a town election, general election or special election called by the council for that purpose, which special election shall be held not less than ten (10) days after publication of the notice of the passage of such vote.
- "b. No appropriation for part of what is essentially a single transaction shall be made for the purpose of evading the provisions of this section.
- "c. In determining whether a nonbudgeted appropriation is more than one and one-half percent (1.5%) of the total annual budget of the town for the then current fiscal year, the council shall deduct from the appropriation a sum equal to any grant received by the town, which grant has been earmarked for said appropriation[,] and shall deduct any

§ 310 (c) allows the council to deduct any grants, revenues, or reimbursements that have been specifically earmarked for the purpose of the appropriation when determining whether an appropriation exceeds the 1.5 percent threshold. Unlike § 308, however, which requires a referendum only if a valid timely petition is filed, § 310 makes a referendum mandatory for any nonbudgeted appropriation that is greater than 1.5 percent of the town’s current annual operating budget. Also unlike § 308, which provides that the appropriation will be effective unless at least 15 percent of the town’s total qualified electors vote in the *negative* to reject it, § 310 provides that the appropriation will *not* be effective unless at least 15 percent of the town’s total qualified electors vote in the *affirmative* to approve it. Under both sections, the relevant 15 percent must also be in the majority of electors voting in the referendum.

Read together, sections 306 through 310 describe the limits of the council’s authority to spend the taxpayers’ money. Generally speaking, § 306 confers “exclusive powers” over the budget on the council, but with specific limitations. The council can approve the annual operating budget, subject to the procedural requirements of Chapter IX, by a simple majority vote. In some circumstances, it may appropriate funds for expenditures that are not already

revenue or reimbursement to be paid to the town which is directly associated with said appropriation.

- “d. Notice that such bond issue or appropriation will be submitted to a town, general or special election shall be given at least ten (10) days prior to the date of such election by publication in a newspaper having a circulation in the town and by posting in the town hall.”

authorized in the annual operating budget. This is one of the purposes of preserving an unassigned fund balance. According to the policy adopted by the council in 2016, “[t]he use of [the] General Fund Unassigned Fund Balance will generally be limited to one-time, non-recurring purposes such as land acquisitions, capital projects, transfer to Capital Projects Fund, emergency/storm response (as defined in Section 309 of the Town Charter) and other one-time, nonrecurring uses determined to be in the best financial interest of the Town of Bloomfield.”

The council has the power to make funds available for such expenditures that were not included in the annual budget. Without further review by the public, the council may appropriate a sum up to 0.1 percent of the budget in ordinary circumstances and up to 1.5 percent of the budget in the rare circumstances that would qualify as an emergency. The council may appropriate sums for expenditures between 0.1 percent and 1.5 percent of the annual budget that are not budgeted and not emergencies, but if a timely valid petition is submitted, the nonbudgeted appropriation is submitted to a referendum. Such an appropriation will become effective unless a majority of those voting, which majority is also equal to at least 15 percent of eligible voters, disapprove the appropriation. For a nonbudgeted appropriation greater than 1.5 percent of the current budget, a referendum is mandatory, and a majority of eligible voters must approve it, which majority must be at least 15 percent of the eligible voters.

The apparent purpose of those sections is to allow the council to authorize expenditures in the current fiscal year that were not included in the annual operating budget, typically because

they represent a one-time, nonrecurring expenditure or because the need for the expenditure arose after the budget was adopted.

The plaintiffs argue that the transfer was an appropriation, and therefore subject to a referendum under § 310 because it falls within the definition of “appropriation” in Black’s Law Dictionary and because the council referred to the transfer as an “appropriation” when it voted to approve the transfer. The defendants argue, to the contrary, that a transfer from one town fund to another town fund is not an appropriation. They further argue that the transfer was not an appropriation because it did not authorize any expenditure of funds. On this point, the court agrees with the defendants.

As the term “appropriation” is used in the charter, and indeed in general, “[t]he transfer of money from one municipal fund to another is not an appropriation.” 15 E. McQuillin, Municipal Corporations (3d Ed. Rev. 2005) § 39.82, pp. 236-37. The town’s director of finance explained the accounting principles applicable to the transfer from the unassigned fund balance to the trust fund. In his affidavit in support of the defendants’ motion for summary judgment, he attested that the council’s transfer of four million dollars from the unassigned fund balance to the committed fund balance for the benefit of the trust fund was not included in the operating budget because the money transferred “has not yet been appropriated by the Town Council for expenditure.” Under applicable accounting and financial reporting standards for governmental bodies, as explained in GASB Statement No. 54, “amounts that can only be used for specific purposes

pursuant to constraints imposed by formal action of the government's highest level of decision-making authority should be reported as committed fund balance. These committed amounts cannot be used for any other purpose unless the government removes or changes the specified use by taking the same type of action (for example, legislation, resolution, ordinance) it employed previously to commit those amounts." GASB Statement No. 54, ¶ 10. However, "amounts in the committed fund balance classification may be redeployed for other purposes with appropriate due process, as explained in paragraph 10." GASB Statement No. 54, ¶ 11.

These accounting principles are clearly reflected in the ordinance creating the trust fund. Section 15-62 of the Bloomfield Code of Ordinances creates the trust fund "for the purpose of accumulating and administering funds to enhance, encourage and promote economic development in the Town of Bloomfield." Section 15-63 vests administration of the trust fund in the council. Section 15-64 prohibits the transfer of any sums in the trust fund to any account within the town budget, except that the council may by majority vote transfer any available sum to the town's general fund. Section 15-65 (d) requires that any expenditures from the trust fund must be approved by a majority vote of the council.

The fact that the council referred to the fund transfer as an "appropriation" when they approved it on May 12 does not make it an "appropriation" as that term is used in the charter. What matters is what was actually done, not what it was called. The council vote merely moved funds from the unassigned fund balance to the trust fund for economic development. Not a

penny of the transferred funds could be spent, however, without a vote by a majority of the council to approve the expenditure.

This requirement of a separate vote to authorize expenditures from the trust fund is what makes the transfer different from an appropriation. Expenditures for which appropriations have been approved in the annual budget do *not* require an additional vote by the council. Expenditures based on budgeted appropriations are subject to review only by the treasurer, who must be satisfied that the expense was legally incurred (Charter § 504), and by the director of finance, who must certify in writing that “there is a sufficient unencumbered balance of an appropriation applicable thereto to pay the same.” Charter § 603 (c).

If and when the council votes to authorize any expenditure from the trust fund, *that* vote will be an appropriation. If it is done during the 2026 fiscal year, it will be a nonbudgeted appropriation and, depending on the amount and purpose of the expenditure, it *may* be subject to a referendum by petition under § 308 or a mandatory referendum under § 310. At present, however, the funds are not available for use without further action by the council. Moreover, the council may, by a simple majority vote, transfer any unexpended and unencumbered funds back to the general fund at any time. Because the transfer did not authorize the expenditure of any funds, it was not an “appropriation” as that term is used in the charter.

II

Is a new referendum required under § 906 of the charter?

The plaintiffs claim that the referendum question was invalid because it included the four million dollar transfer as part of a “total budget” of \$117,619, 271. They ask the court to order two new referenda, one on the operating budget pursuant to § 906 of the charter, and one pursuant to § 310 on the “nonbudgeted appropriation” effected by the transfer of money from the unassigned fund balance to the trust fund pursuant to § 310. The court has concluded in Part I that the transfer was not a “nonbudgeted appropriation,” and consequently the plaintiffs are not entitled to an order mandating a referendum pursuant to § 310. The remaining question is whether the plaintiffs are entitled to the remedy of a writ of mandamus ordering the council to conduct a new referendum that would ask the voters to accept or reject the operating budget total of \$113,619,271.

“[M]andamus is an extraordinary remedy. It is designed to enforce a plain positive duty. The writ will issue only when the person against whom it is directed is under a clear legal obligation to perform the act compelled and the party seeking the writ has a clear legal right to the performance. . . . It, therefore, cannot be invoked to enforce a discretionary act. . . . Mandamus neither gives nor defines rights which one does not already have. . . . It acts upon the request of one who has a complete and immediate legal right; it cannot and does not act upon a doubtful and contested right. . . . The plaintiff in an action for a writ of mandamus bears the

burden of proving the deprivation of a clear legal right that warrants the imposition of such an extraordinary remedy.” (Internal quotation marks omitted.) *Billboards Divinity, LLC v. Commissioner of Transportation*, 133 Conn. App. 405, 413, 35 A.3d 395, cert. denied, 304 Conn. 916, 40 A.3d 783 (2012).

Courts must exercise particular “caution and restraint” when mandamus is sought to invalidate the results of an election, including a budget referendum. “First, under our democratic form of government, an election is the paradigm of the democratic process designed to ascertain and implement the will of the people.” (Internal quotation marks omitted.) *Arras v. Regional School District No. 14*, 319 Conn. 245, 256, 125 A.3d 172 (2015). “An election is essentially – and necessarily – a snapshot. It is preceded by a particular election campaign, for a particular period of time, which culminates on a particular date, namely, the officially designated election day. . . . When that date comes, the election records the votes of those electors, and only those electors, who were available to and took the opportunity to vote . . . on that particular day. Those electors, moreover, ordinarily are motivated by a complex combination of personal and political factors that may result in particular combinations of votes for the various candidates [or, as in the present case, for or against a referendum question].” (Internal quotation marks omitted; brackets in original.) *Id.*, 256-57.

“The snapshot captures, therefore, only the results of the election conducted on the officially designated election day. It reflects the will of the people as recorded on that particular day, after that particular campaign, and as expressed by the electors who voted on that day. . . .

Moreover, that snapshot can never be duplicated. The campaign, the resources available for it, the totality of the electors who voted in it, and their motivations, inevitably will be different a second time around. Thus, when a court orders a *new* election, it is really ordering a *different* election. . . . The ordering of a new and different election in effect disenfranchises all of those who voted at the first election because their validly cast votes no longer count, and the second election can never duplicate the complex combination of conditions under which they cast their ballots.” (Internal quotation marks omitted; emphasis in original.) Id., 256-258. “All of these reasons strongly suggest that, although a court undoubtedly has the power to order a new election . . . the court should exercise caution and restraint in deciding whether to do so. A proper judicial respect for the electoral process mandates no less.” (Internal quotation marks omitted.) Id., 258.

These principles apply equally to referenda as to other elections. *Arras v. Regional School District No. 14*, 319 Conn. 262. “[A] referendum may be judicially invalidated only when: (1) there were substantial violations of the requirements of the [governing statutes] . . . and (2) as a result of those violations, the reliability of the result is seriously in doubt.” (Internal quotation marks omitted; brackets in original.) Id., 263-64.

In arguing that they are entitled to mandamus, the plaintiffs rely primarily on *Clark v. Gibbs*, 184 Conn. 410, 418, 439 A.2d 1060 (1981), and *Troland v. Malden*, 332 Mass. 351, 125 N.E.2d 134 (1955). Neither decision compels mandamus in this case.

In *Clark*, the question presented was whether the plaintiffs, who were residents, taxpayers, and qualified voters in the city of Norwalk, were entitled to have a budget referendum question framed in the precise wording they proposed. The Norwalk city charter provided that “the form of petition” to be used by parties seeking a budget referendum was to be prepared by the city clerk “substantially” in a particular form. The proposed referendum question framed by the plaintiffs was not in the required form. The Supreme Court rejected the plaintiffs’ claim that they were entitled to have their precise proposed wording used because “the word ‘substantially’ confers upon the city clerk the discretion to frame a proposition or question in words sufficiently clear to present to the electors the basic issue presented.” *Clark v. Gibbs*, *supra*, 184 Conn. 416-17. “Mandamus does not lie where the public official or public agency involved is authorized to exercise a discretionary power.” *Id.*, 419.

In this case, nothing in the town charter prescribes the form of the question to be submitted for a referendum. Section 906 of the charter provides in relevant part that if a petition is received, “the adopted budget shall be submitted to the eligible electors of the town for a ‘yes’ or ‘no’ vote to approve said budget at a special election called for that purpose” It does not preclude the inclusion of additional information related to but not included in the adopted budget. Because the charter does not dictate the form of the referendum question, the council must exercise discretion to frame it. Mandamus is not available to overturn a discretionary action by a governmental body.

The plaintiffs also rely on *Troland v. Malden*, supra, 332 Mass. 351, in support of their claim for mandamus. In *Clark*, supra, 184 Conn. 418, the Supreme Court quoted *Troland* for the proposition that “[t]he voters are entitled to know what they are voting on and if the question is misleading or contains inaccuracies of substance the referendum is invalid.” The plaintiffs argue that *Troland* required invalidation of a budget referendum where the referendum question overstated the requested appropriation by \$7,142. They argue that the referendum question posed by the council in this case overstated the town’s 2026 fiscal year budget by four million dollars because it included the transfer to the trust fund as part of the “total budget.”

The plaintiffs’ claim ignores the referendum notice made available to the public and as published in the Hartford Courant. The notice stated the date and time and polling places for the budget vote and contained the referendum question. Under the heading “General Fund Budget for the Fiscal Year Ending June 30, 2026,” it had three distinct sections. The first section, captioned “Revenues by Source,” identified revenues in nine categories. In four columns, it reported (1) the actual 2024 revenues from each source, (2) the revenues as adopted for fiscal year 2025, (3) the projected actual revenues for fiscal year 2025, and (4) the revenues as adopted for fiscal year 2026. The sum at the bottom of the column for revenues for fiscal year 2026 was \$113,619,271. In a separate section in the same format, it provided “Expenditures by Activity” in thirteen categories. The sum of the authorized expenditures for fiscal year 2026 was \$113,619,271. Finally, a third section, separate from the operating revenues and expenditures, included the line: “Transfer to the Economic Development Trust Fund From Unassigned Fund

Balance,” which was shown as \$4,000,000. All of the foregoing information accurately reported votes taken by the council at the conclusion of the budget process, after extensive public hearings and public discussion. The final line of this table summarized the council’s actions with respect to the general fund as “Total FY2026 Budget Authorization” as \$117,619,271. Although the four million dollar transfer was not part of the adopted budget, for reasons discussed in Part I of this decision, its inclusion in the notice was not misleading in light of its treatment in the notice as a separate action affecting the general fund’s unassigned fund balance. The referendum question should be considered in light of the more complete information provided in the referendum notice.

Under the Supreme Court’s analysis in *Arras*, a court should not invalidate the result of a referendum unless “(1) there were substantial violations of the requirements of the [governing statutes] . . . and (2) as a result of those violations, the reliability of the result of the election is seriously in doubt.” (Internal quotation marks omitted; brackets in original; emphasis added.) *Arras v. Regional School District No. 14*, supra, 319 Conn. 271. “Under our system of government, the plaintiff bears the heavy burden of *proving* by a preponderance of the evidence that any irregularities in the election process actually, and seriously, undermined the reliability of the election results before the court will overturn an election.” (Internal quotation marks omitted; emphasis in original.) Id., 272-73.

Even if inclusion of the fund transfer in the budget total was technically inaccurate because the transfer was not part of the annual operating budget, the plaintiffs’ position cannot

prevail in light of the Supreme Court’s decision in *Arras*. Under that decision, a court should not set aside the result of a budget referendum unless there is *both* a substantial violation of controlling law *and* evidence that the violation raised actual and serious doubt about the reliability of the outcome. In the circumstances of this case, charter § 906 required those opposed to the budget to garner at least 2,298 negative votes in order to reject the budget. In the May 28 referendum, only 1,987 voters voted to reject the budget when it was stated as a total budget of \$117,619,271. There was no evidence that if the referendum question had instead stated the total budget as the lower number of \$113,619,271, an additional 311 voters – or indeed, *any* additional voters – would have voted *against* it. As the Supreme Court suggested in *Clark*, courts are not required to ignore “the fiscal and political realities of a referendum seeking to disapprove a city’s budget for a fiscal year.” *Clark v. Gibbs*, *supra*, 184 Conn. 418.

To the extent that the record contains *any* indication as to the concerns that motivated those opposed to the budget, it indicates that they were opposed to both the total operating budget and the transfer to the trust fund. The minutes of the April 15 council meeting indicate that the individuals who spoke in opposition to the council’s proposed budget at that meeting – including plaintiffs Kirton and Hurston – opposed both the proposed operating budget and the proposed transfer of four million to the trust fund. Indeed, counsel for the plaintiffs stated at oral argument on the summary judgment motions that the plaintiffs opposed the adopted budget of \$113,619,271 as too high and increasing the tax burden too much. It is fair to infer that the

plaintiffs voted against the referendum question as it was framed and would have voted against it even if it had stated the total actual budget as \$113,619,271.

In responding to the defendants' motion for summary judgment, the plaintiffs did not even try to argue that the outcome of the referendum was seriously in doubt as a result of the inclusion of the fund transfer in the "total budget." They argued only that, because the vote was by secret ballot, it was impossible to prove whether any voter was actually misled by the inclusion of the fund transfer in the total budget. That argument does not suffice to satisfy their burden of proof under *Arras*. They had more than two months between the filing of this action and the filing of the summary judgment motion in which to find either electors who did not vote but would have voted against the budget if it had been stated as \$113,619,271 instead of \$117,619,271 or electors who voted in favor of the budget but would have voted against it if it had not included the four million dollar transfer. The Supreme Court has addressed the challenges facing plaintiffs in such circumstances. After reiterating the rule concerning a plaintiff's burden of proof in seeking to invalidate an election, the court stated: "Although we are mindful of the difficulties that plaintiffs face in meeting this burden in light of the statutory time constraints on election contests and the magnitude and complexity of the election process, our limited statutory role in that process and our need to exercise great caution when carrying out that role compel the conclusion that proof of irregularities in the process is not sufficient to overturn an election in the absence of proof that any of the irregularities actually affected the

result.” (Internal quotation marks omitted.) *Arras v. Regional School District No. 14*, *supra*, 319 Conn. 273.

There is no evidence in this case that the outcome of the referendum would have been different if the fund transfer had not been included in the referendum question. The referendum vote fell more than three hundred votes short of the number required to reject the adopted budget. There is no evidence that any elector would have changed his or her vote, or that any elector who did not vote would have been motivated to vote against the budget, if the referendum question had omitted the reference to the fund transfer. The plaintiffs have not met their burden of proving that the inclusion of the fund transfer in the referendum question actually and seriously called into question the reliability of the result in the referendum.

The plaintiffs’ claim for mandamus in count three of their complaint and for a declaratory judgment in count four are based on the same facts. The parties have stipulated all material facts. The stipulated facts, including the documents submitted with the stipulation, establish that there is no dispute as to the material facts with respect to counts three and four. The plaintiffs have not shown that they are entitled to judgment in their favor as a matter of law based on the undisputed facts. The defendants have shown that they are entitled to summary judgment as a matter of law in their favor on counts three and four of the plaintiffs’ complaint.

CONCLUSION

For the reasons previously stated, the plaintiffs' motion for summary judgment on count three, seeking a writ of mandamus and other relief, is denied. The plaintiffs' motion for summary judgment on count four, seeking declaratory relief, is denied for the same reasons. The defendants' motions for summary judgment in their favor on counts three and four of the plaintiff's complaint are granted.

BY THE COURT,



Sheila A. Huddleston
Judge Trial Referee

Checklist for Clerk

Docket Number: HHD CV25-6206253S

Case Name: Kirton v. Wong, Et Als

Memorandum of Decision dated: 12/29/2025

File Sealed: Yes No

Memo Sealed: Yes No

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D-04	CINDI A. LLOYD	Defendant
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Motions / Pleadings / Documents / Case Status				
<u>Entry No</u>	<u>File Date</u>	<u>Filed By</u>	<u>Description</u>	<u>Arguable</u>
	07/10/2025	D	<u>APPEARANCE</u> 	
			Appearance	
	07/14/2025	D	<u>APPEARANCE</u> 	
			Appearance	
	07/15/2025	D	<u>APPEARANCE</u> 	
			Appearance	
	07/16/2025	D	<u>APPEARANCE</u> 	
			Appearance	
100.30	06/18/2025	P	<u>SUMMONS</u> 	No
100.31	06/18/2025	P	<u>COMPLAINT</u> 	No
100.32	06/18/2025	P	<u>ORDER FOR HEARING, NOTICE AND SERVICE/RULE TO SHOW CAUSE (PRE-SERVICE)</u> 	Yes
100.33	06/18/2025	P	<u>PROPOSED ORDER - TEMPORARY/EX PARTE</u> 	No
100.34	06/18/2025	P	<u>CONTINUATION OF PARTIES</u> 	No
101.00	06/25/2025	C	<u>ORDER</u>  REMOTE HEARING ORDER RESULT: Order 6/25/2025 HON LISA MORGAN	No
102.00	07/02/2025	P	<u>RETURN OF SERVICE</u> 	No
103.00	07/31/2025	P	<u>MOTION FOR ORDER</u>  Motion for Continuance RESULT: Granted 8/5/2025 HON JAMES GRAHAM	No
103.86	08/05/2025	C	<u>ORDER</u>  RESULT: Granted 8/5/2025 HON JAMES GRAHAM	No