

FREEDOM OF INFORMATION COMMISSION
OF THE STATE OF CONNECTICUT

In the Matter of a Complaint by

FINAL DECISION

Maria Pereira,

Complainant

against

Docket #FIC 2024-0413

Eroll Skyers, Director, Office of Labor Relations, City of Bridgeport; Office of Labor Relations, City of Bridgeport; Jeannette Herron, Co-chairperson, City Council Contracts Committee, City of Bridgeport; City Council Contracts Committee, City of Bridgeport; and City of Bridgeport,

Respondents

June 25, 2025

The above-captioned matter was heard as a contested case on December 27, 2024, at which time the complainant and respondents appeared and presented testimony, exhibits and argument on the complaint.

After consideration of the entire record, the following facts are found and conclusions of law are reached:

1. The respondents are public agencies within the meaning of §1-200(1), G.S.
2. By letter of complaint dated July 18, 2024, and filed on July 19, 2024, the complainant appealed to this Commission alleging that the respondents violated the Freedom of Information ("FOI") Act when they improperly considered a matter not included on the agenda for a June 18, 2024 meeting of the respondent City Council's Contracts Committee. The complainant also requests the imposition of a civil penalty against the respondents.
3. Section 1-225, G.S., provides in relevant part that:
 - (a) The meetings of all public agencies, except executive sessions . . . shall be open to the public. . . .
 - (b) . . . The chairperson or secretary of any such public agency of any political subdivision of the state shall file, not later than January thirty-first of each year, with the clerk of such subdivision the

schedule of regular meetings of such public agency for the ensuing year, and no such meeting of any such public agency shall be held sooner than thirty days after such schedule has been filed.

...

(c) The agenda of the regular meetings of every public agency, except for the General Assembly, shall be available to the public and shall be filed, not less than twenty-four hours before the meetings to which they refer, (1) in such agency's regular office or place of business, and (2) . . . in the office of the clerk of such subdivision for any public agency of a political subdivision of the state Upon the affirmative vote of two-thirds of the members of a public agency present and voting, any subsequent business not included in such filed agendas may be considered and acted upon at such meetings.

(d) Notice of each special meeting of every public agency . . . shall be posted not less than twenty-four hours before the meeting to which such notice refers on the public agency's Internet web site, if available, and given not less than twenty-four hours prior to the time of such meeting by filing a notice of the time and place thereof in . . . the office of the clerk of such subdivision for any public agency ***The notice shall specify the time and place of the special meeting and the business to be transacted. No other business shall be considered at such meetings by such public agency.***

(Emphasis added).

4. It is found that a regular meeting of the respondent City Council's Contracts Committee was scheduled to be held on June 11, 2024 at 6:00pm.

5. It is found that the agenda for the June 11, 2024 regular meeting consisted of the following items:

Approval of Committee Minutes: March 19, 2024 (Regular Meeting)

Approval of Committee Minutes: March 28, 2024 (Special Meeting)

Approval of Committee Minutes: April 9, 2024 (Regular Meeting)

Proposed Lease Agreement/Eminent Domain Regarding the Parking Lot located at 205-245 Congress Street for the Police Department

Proposed Mutual Aid Memorandum of Understanding (MOU) regarding the Fairfield County Mutual Police Assistance Compact (Fairfield County Blue Plan). . . .

Proposed Resolution for the Acceptance of Town Road Releases from the Connecticut Department of Transportation regarding Seltsam Road, Capital Avenue, Island Brook Avenue Extension, Indian Place and Sylvan Avenue. . . .

Proposed Lease Agreement with Mozaic Senior Life (formerly known as the Jewish Home for the Elderly) for a portion of the Skane School Property located at 2977 Madison Avenue in order to provide additional parking for the Senior Care Facility. . . .

6. It is found that on June 5, 2024, the Assistant City Clerk for the City of Bridgeport sent a notice to the City Council members informing them that:

The regularly scheduled meeting of the City Council's **Contract Committee** to be held on Tuesday evening, June 11, 2024 is hereby **CANCELLED** and will be **RESCHEDULED** for **Tuesday, June 18, 2024 at 6:00 p.m.** at City Hall, 45 Lyon Terrace, Bridgeport, Connecticut in the **Wheeler Room, Side B.**

(Emphasis in original).

7. It is found that respondent City Council's Contracts Committee held a meeting on June 18, 2024 pursuant to the June 5 notice, described in paragraph 6, above.

8. It is found that: (i) the meeting minutes for the June 18 meeting refer to it as a "Rescheduled Meeting;" and (ii) the agenda for the June 18 meeting was identical to that which was noticed for the canceled June 11 regular meeting, described in paragraph 5, above.

9. It is found that after the June 18 meeting commenced, a motion to add the following item to the agenda: "Proposed Tentative Agreement with the Bridgeport City Supervisor's Association (BCSA) regarding their Bargaining Unit Contract" (the "BCSA Tentative Agreement") was made by Council Member Richard Ortiz and seconded by Council Member Ernest Newton.

10. It is found that the motion to add the BCSA Tentative Agreement as an agenda item was passed with a 4-2 vote.

11. It is found that later during the June 18 meeting the respondent City Council's Contracts Committee considered the BCSA Tentative Agreement. While members of the respondent City Council's Contracts Committee deliberated on and made amendments to the BCSA Tentative Agreement, the agreement, itself, as amended, was not approved.

12. It is found that the Co-Chair of the respondent City Council's Contracts Committee, Jeanette Herron, stated "since [the BCSA Tentative Agreement] was not approved by the committee it will go back to the council to get voted on before it reaches the Mayor."

13. It is found that after its consideration of the BCSA Tentative Agreement, the respondent City Council's Contracts Committee took no further action during the June 18 meeting other than to adjourn at 6:52 pm.

14. The complainant alleges that the respondent City Council's Contracts Committee's consideration of the BCSA Tentative Agreement was outside the scope of the agenda noticed for the June 18 meeting, and because that meeting was a special meeting, no new items could be added to the agenda.¹

15. The respondents maintain that cancelling and rescheduling the June 11 meeting constituted an adjournment under §1-228, G.S., and, therefore, the June 18 meeting retained the status of a regular meeting wherein agenda items could be added upon a two-thirds vote, pursuant to §1-225(c), G.S.

16. Section 1-228, G.S., provides in relevant part:

The public agency may adjourn any regular or special meeting to a time and place specified in the order of adjournment. Less than a quorum may so adjourn from time to time. If all members are absent from any regular meeting the clerk or the secretary of such body may declare the meeting adjourned to a stated time and place and shall cause a written notice of the adjournment to be given in the same manner as provided in section 1-225, for special meetings. . .

17. The Commission has not previously addressed the precise issue as to whether a cancellation and "rescheduling" of a regular meeting constitutes an adjournment under §1-228, G.S.; however, the Commission is guided by the final decision in Docket #FIC 2013-809, Ann Carr v. Chairman, Board of Finance, Town of Morrison et al. (November 19, 2014) ("Carr").

18. In Carr, a complainant alleged that the First Selectman had cancelled a regular meeting of the Board of Finance and, therefore, by meeting when originally scheduled, the Board violated the notice provisions of §1-225, G.S.

19. This Commission, in Carr, noted that:

the FOI Act *does not contain any provision governing the cancellation of meetings*, including, but not limited to, provisions

¹The complainant alleges that the respondents Director of the Office of Labor Relations and the Office of Labor Relations also violated the open meeting provisions of §1-225(d), G.S. However, the sole basis for the complaint is that the respondent City Council's Contracts Committee considered an item that was not included in the agenda for a special meeting. It is found that neither the respondent Director of the Office of Labor Relations nor the respondent Office of Labor Relations are members of the City Council's Contracts Committee, and thus, had no obligations pursuant to §1-225(d), G.S., in relation to the June 18 special meeting.

establishing who is authorized to cancel a meeting. The FOI Act, however, requires that when public agencies meet, such meetings must comply with the notice provisions in the FOI Act.

(Emphasis Added.) See Docket #FIC 2013-809, Carr at ¶ 19.

20. As the FOI Act does not contain any provisions governing the cancellation of meetings, it is found that the respondents did not “adjourn” the June 11 regular meeting within the meaning of §1-228, G.S., when it cancelled the meeting on June 5 and rescheduled it for June 18.

21. It is found that the rescheduled June 18 meeting constituted a special meeting and was properly noticed as such pursuant to §1-225, G.S., on June 5, 2024.

22. It is found that because the June 18 meeting was a special meeting, the respondent City Council’s Contracts Committee could only consider those topics specifically listed in the June 5 notice, described in paragraphs 5 and 8, above.

23. Accordingly, it is found that the respondent City Council’s Contracts Committee improperly considered the BCSA Tentative Agreement as it was outside the scope of the agenda for the June 18 special meeting.

24. It is concluded that the respondent City Council’s Contracts Committee violated the provisions of §1-225, G.S., when they added and considered an agenda item not included in the notice for the June 18 special meeting (i.e., the BCSA Tentative Agreement).

25. With respect to the complainant’s request for civil penalties, §1-206(b)(2), G.S., provides in relevant part:

upon a finding that a denial of any right created by the Freedom of Information Act was without reasonable grounds and after the custodian or other official directly responsible for the denial has been given an opportunity to be heard at the hearing conducted in accordance with sections 4-176e to 4-184, inclusive, the commission may, in its discretion, impose against the custodian or other official a civil penalty of not less than twenty dollars nor more than five thousand dollars.²

26. It is found that the respondents operated under a good faith belief that cancelling and rescheduling the June 11 meeting was akin to an adjournment under §1-228, G.S., and therefore constituted a regular meeting to which new business could be added.

² The Commission notes that, pursuant to Public Act 23-200, §1-206(b)(2), G.S., was amended to increase the maximum civil penalty authorized under the FOI Act from \$1,000 to \$5,000.

27. As indicated in paragraphs 9 through 11, above, the only matter outside the scope of the noticed agenda for the June 18 special meeting was the BCSA Tentative Agreement, and the respondent City Council's Contracts Committee did not approve the agreement at the June 18 special meeting. Rather the agreement was sent back to the full City Council to be considered and acted upon at a later date.

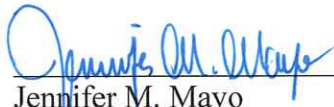
28. Based on the foregoing, and in light of the relatively novel nature of the issue addressed herein, the Commission declines to impose a civil penalty in this case.

The following order by the Commission is hereby recommended on the basis of the record concerning the above-captioned complaint:

1. The complaint is dismissed as to the respondent Director of the Office of Labor Relations and the respondent Office of Labor Relations.

2. As to the remaining respondents, based on the facts and circumstances of this case, no order by the Commission is hereby recommended.

Approved by Order of the Freedom of Information Commission at its regular meeting of June 25, 2025.



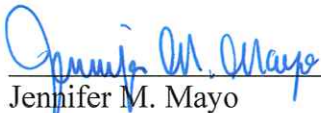
Jennifer M. Mayo
Acting Clerk of the Commission

PURSUANT TO SECTION 4-180(c), G.S., THE FOLLOWING ARE THE NAMES OF EACH PARTY AND THE MOST RECENT MAILING ADDRESS, PROVIDED TO THE FREEDOM OF INFORMATION COMMISSION, OF THE PARTIES OR THEIR AUTHORIZED REPRESENTATIVE.

THE PARTIES TO THIS CONTESTED CASE ARE:

MARIA PEREIRA, 80 Granfield Avenue, A1, Bridgeport, CT 06610

EROLL SKYERS, DIRECTOR, OFFICE OF LABOR RELATIONS, CITY OF BRIDGEPORT; OFFICE OF LABOR RELATIONS, CITY OF BRIDGEPORT; JEANNETTE HERRON, CO-CHAIRPERSON, CITY COUNCIL CONTRACTS COMMITTEE, CITY OF BRIDGEPORT; CITY COUNCIL CONTRACTS COMMITTEE, CITY OF BRIDGEPORT; AND CITY OF BRIDGEPORT, c/o Attorney Dina A. Scalo, Office of the City Attorney, 999 Broad Street, 2nd Floor, Bridgeport, CT 06604



Jennifer M. Mayo
Acting Clerk of the Commission