

FREEDOM OF INFORMATION COMMISSION
OF THE STATE OF CONNECTICUT

In the Matter of a Complaint by

FINAL DECISION

Julianne Cooke,

Complainant

against

Docket #FIC 2025-0825

President, Pine Grove Niantic
Association; and Pine Grove
Niantic Association,

Respondents

August 26, 2026

The above-captioned matter was heard as a contested case on April 6, 2026, at which time the complainant and the respondents appeared and presented testimony, exhibits and argument on the complaint.

By email dated July 1, 2026, the complainant submitted after-filed exhibits, which have been marked for identification purposes only, without objection, as follows: Complainant's Exhibit F (after-filed): 14 page email chain, dated May 30, 2026; and Complainant's Exhibit G (after-filed): 2 page email chain, dated June 29, 2026.

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 complaint filed September 15, 2025, the complainant appealed to this Commission alleging that the respondents violated the Freedom of Information ("FOI") Act by failing to provide (1) "notice of [the] discussion of a new water access agreement on the [respondents' August 18, 2025] meeting agenda" and (2) "notice that a vote would be occurring" at such meeting.
3. The complainant also alleged in her complaint that the respondents failed to provide a "draft of the new water access agreement [] to membership." In response to an inquiry by the hearing officer, the complainant testified, and it is found, that it was not her intention to make a record request for a "draft of the new water access agreement [] to membership" and that the only matter at issue is the allegation that respondents failed to fairly apprise the public of the actions intended to be taken at its August 18, 2025 meeting, as further described in paragraph 2, above. As such the issue of whether the respondents failed to provide a "draft of the new water access agreement [] to membership" will not be addressed further herein.

4. Section 1-225(c), G.S., provides, in relevant part, as follows:

The agenda of the regular meeting of every public agency...shall be available to the public and shall be filed, not less than twenty-four hours before the meetings to which they refer....

5. The Commission has determined that “all matters on an agency’s agenda must be sufficiently specific so that the *public* is fairly apprised of the matters to be considered at the meeting in question.” Sherry Disbury and the Terryville/Plymouth Community News v. Police Commission, Town of Plymouth, Docket #FIC 2004-091 (Sept. 8, 2004) (emphasis added); Zoning Board of Appeals of the Town of Plainfield, et al. v. FOIC, et al., Superior Court, Judicial District of New Britain, Docket No. 99-0497917-S (May 3, 2000, *Satter*, J.), reversed on other grounds, 66 Conn. App. 279 (2001) (the purpose of a meeting agenda “is that the public and interested parties be apprised of matters taken up at the meeting in order to properly prepare and be present to express their views” and that “[a] notice is proper only if it fairly and sufficiently apprises the public of the action proposed, making possible intelligent preparation for participation in the hearing”).

6. It is found that the respondent Pine Grove Niantic Association (“Association”) convened for its monthly board meeting on August 18, 2025.

7. It is found that the agenda for the August 18, 2025 meeting provided the following, in relevant part:

V. COMMITTEE REPORTS

...

Water Access

(Emphasis in original.)

8. With regard to the discussion at the August 18, 2025 meeting relating to “Water Access”, it is found that the minutes for such meeting provide the following:

Water Access: a lengthy discussion was held regarding many aspects of water access. This was precipitated by East Lyme now taxing the dock structures, and the town has chosen CSCMA as the tax payer. The board has retained a new attorney, William McCoy of Waterford, who was highly recommended by other attorneys as the best for our needs. He is very responsive to our questions, and has experience in working with beach communities, having lived in one himself in this area. The board provided all necessary information and Attorney McCoy has recommended that a water access agreement should be sent out every July 1, with the following paragraph added:

“The Licensee to this Agreement shall have all the rights and responsibilities under the Water Access Space License Agreement for so long as they are Pine Grove Niantic Association and a property owner therein. If the Licensee shall be a Member, then in subsequent Water Access Space License Agreements, the space occupied by the Licensee shall terminate and the right to a Water Access Space License Agreement shall thereafter be transferred to the next available and willing Member on the waiting list maintained by Pine Grove Niantic Association.

Specifically, the right to the renewal to the Water Access Space License Agreement from year to year shall not transfer to any Transferee of the prior Members. Each Member who has a Water Access Space License Agreement shall have the right to be retained from year to year so long as they are compliant with the rights and responsibilities identified within the Water Access Space License Agreement and continue to be a Member of the Pine Grove Niantic Association.”

This decision is based on law and not anyone’s ownership concerns. The docks are not in homeowners’ deeds, as they are not on homeowner property. If you have been assigned a dock, you own that structure, but you sign a water access agreement to cross CSCMA property to get to that dock. A resident’s attorney presented the opposing side to Attorney McCoy, so he is aware of both sides of this situation.

Motion (3): To accept the attorney’s recommendation for changes in our water access agreement as quoted above: Samuelson/Johnson/8 ayes, 3 nay, 0 abstaining

(Punctuation and emphasis in original.)

9. Based on the foregoing, it is found that at the August 18, 2025 meeting, the respondent Association deliberated on and voted to approve changes to the water access agreement between the Association and each individual resident of the Association, as recommended by counsel for the Association.

10. At the hearing on this matter, the respondents contended that, prior to the August 18, 2025 meeting, the *complainant* was fairly apprised of the action proposed and of the matters to be taken up at the August 18, 2025 meeting with regard to the “Water Access” agenda item and

discussion at the August 18, 2025 meeting. In support of their contention, the respondents cited to a letter the respondents received from the complainant's attorney, dated June 16, 2025, on the topic of potential changes to the "Water Access Agreement." However, this is of no consequence under the FOI Act, as the Act vindicates the public's right to access public records, rather than a particular person's specific rights. See Chief of Police v. Freedom of Info. Comm'n, 252 Conn. 337, 387 (2000) ("[W]hether records are disclosable under the [FOI] Act does not depend in any way on the status or motive of the applicant for disclosure, because the act vindicates the public's right to know, rather than the rights of any individual.")

11. Because the August 18, 2025 agenda generally stated that the respondent Association would discuss "Water Access," but instead, the respondent Association engaged in deliberations on changes to the water access agreement, it is found that such agenda failed to fairly apprise the public of the "action proposed" and of the "matters to be taken up at the meeting in order to [permit the public to] properly prepare and be present to express their views." Further, it is found that a close reading of the minutes as described in paragraph 8, above, reflects that the respondents failed to fairly apprise the public that they would consider a formal recommendation from counsel.¹

12. It is therefore concluded that the respondents violated the notice requirements of §1-225(c), G.S., as alleged in paragraph 2, above, with respect to such matters.

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

1. Henceforth, the respondents shall strictly comply with the notice requirements of §1-225(c), G.S.

2. The respondents' actions, concerning or relating to the agenda item entitled "Water Access", at the respondents' August 18, 2025 meeting, are hereby declared null and void.

Approved by Order of the Freedom of Information Commission at its regular meeting of August 26, 2026.


Molly Steffes
Acting Clerk of the Commission

¹ The Commission also notes that the agenda to the August 18, 2025 meeting did not indicate that "docks" would be a part of the deliberations on "Water Access", although it was central to the entirety of the discussion of said matter.

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:

JULIANNE COOKE, 29 Laurel Street, Niantic, CT 06357

PRESIDENT, PINE GROVE NIAN TIC ASSOCIATION; AND PINE GROVE NIAN TIC ASSOCIATION, PO Box 378, Niantic, CT 06357


Molly Steffes
Acting Clerk of the Commission