

RETURN DATE: NOVEMBER 18, 2025 : SUPERIOR COURT
DISTRICT OF CEDAR CREST : J.D. OF MIDDLESEX
VS. : AT MIDDLETOWN
DISTRICT OF CHAPMAN BEACH : OCTOBER 17, 2025

COMPLAINT

COUNT I – Declaration of Rights to Use All Beaches, Roads, and Rights of Way in Chapman Beach, Including the Cedar Crest Beaches, Roads, and Rights of Way, Under Historical Practices and Understandings, and Under Implied Easement and Equitable Estoppel

1. Plaintiff District of Cedar Crest (“Cedar Crest”) is a special tax district formed pursuant to Chapter 105 of the Connecticut General Statutes and comprised of nine waterfront properties bordered on the south by Long Island Sound (and, in some cases, part of the beach) and on the north by Chapman Avenue in Westbrook, Connecticut and nine properties north of Chapman Avenue, and various beach, road, and rights of way property (sometimes referred to as part of Lot 17) as depicted on a map attached as **Exhibit A**.

2. Plaintiff Bernard Rosato, Trustee, own the property known as 2 Chapman Avenue acquired in 2012.

3. Plaintiffs Richard D. Vynalek and Richard Vynalek, Trustees, own property known as 3 Chapman Avenue which has been owned by their family since 1962.

4. Plaintiffs Joseph Amato, Patricia Amato, and Lucia Brown own property known as 18 Chapman Avenue acquired by them in 1996 and has been in their family since 1954.

5. Plaintiffs Andrew Schatz and Barbara Wolf own property known as 25 Chapman Avenue, originally purchased by Andrew Schatz’s grandparents in 1945.

Halloran & Sage LLP
225 Asylum Street
One Goodwin Square
Hartford, CT 06103



Phone 860.522.6103
Fax 860.548.0006
Juris No. 026105

6. Plaintiff Judy Niro owns property known as 33 Chapman Avenue acquired in 2018.
7. Plaintiffs Marilyn Saulle and Roger Saulle, Trustees, own property known as 34 Chapman Avenue acquired by them in 2007.
8. Plaintiffs James and Leah Amato, Trustees, own property known as 4 Third Avenue acquired by them in 1996.
9. Plaintiff Richard Dilorenzo owns property at 39 Chapman Avenue acquired by them in 1978 and owned by their family since 1946.
10. Plaintiffs Robert Uricchio and Gary Uricchio own property known as 40 Chapman Avenue since 2013, which property and has been in their family since 1911.
11. Plaintiff Kenneth W. Messick, Trustee, owns property known as 43 Chapman Avenue acquired by them in 2019.
12. Plaintiff Daniel DiFranco owns property known as 47 Chapman Avenue acquired in 2019 and in his family since 1993.
13. Plaintiffs Daniel and Ann Nash, Trustees, own property known as 52 Chapman Avenue acquired in 1984 and in their family since 1925.
14. Plaintiff Triem LLC owns property at 53 Chapman Avenue acquired in 2002.
15. Plaintiff Andrew Schatz, Trustee, owns a 50% interest in a property known as 2nd Ave, which is approximately 9.8 acres of undeveloped land north of Chapman Avenue.
16. Defendant District of Chapman Beach (“DoCB”) is a special tax district formed pursuant to Chapter 105 of the Connecticut General Statutes and comprised of nine properties

south of Chapman Avenue in Westbrook, Connecticut, and approximately 90 other properties extending east and north of the beach areas toward the Boston Post Road, as depicted on a map attached as Exhibit A.

17. Plaintiffs, Cedar Crest and most of its members, seek an order (i) declaring their rights and rights of any of their successor owners, and enjoining DOCB from interfering with those rights, to use and enjoy the roads, rights of way, and beaches that are part of Lot 17, including the beaches between Plaintiffs' homes and Long Island Sound, which DoCB claims as its private property (the "Cedar Crest Beaches"), (ii) permitting Plaintiffs, at their cost, to maintain the beaches, roads and rights of way within Cedar Crest (the "Cedar Crest Beaches, Roads, and Rights of Way"), and (iii) protecting Plaintiffs' properties by preventing DoCB from destroying or weakening, and permitting Plaintiffs to repair at their own cost, all or parts of various jetties, sometimes called groins, that extend south from the Cedar Crest properties and or the Cedar Crest Beaches into Long Island Sound, which destruction would likely cause immediate and irreparable harm to properties and rights of Cedar Crest and its residents, including erosion of beaches and destruction of seawalls protecting waterfront properties.

18. The beach along Long Island Sound south of Chapman Avenue in Westbrook adjoining Cedar Crest and DoCB is known as Chapman Beach and includes a single larger beach area on its easterly end that has served as a community beach and focus of community gathering and entertainment since the early 1900s (the "Main Beach"), and narrower beaches in front of waterfront properties extending west of the Main Beach in front of four properties currently within

DoCB (separated from the beach by a strip of land DoCB claims to own) and nine properties within Cedar Crest.

19. Historically, most of the residents who lived away from Chapman Avenue toward the Post Road have used the Main Beach, while those who lived along Chapman Avenue west of the Main Beach primarily used the beaches directly south of their properties and also sometimes used the Main Beach, particularly for community activities and to cross to large rock formations to the east of the Main Beach.

20. The Main Beach is bordered on the east end by a series of rock formations, and additional rocks extending out into Long Island Sound, supplemented and modified at various times at significant expense by other materials, such as concrete, to form what is known as the Big Rock Jetty.

21. With the prevailing tides and winds coming from the southwest, the Big Rock Jetty retains sand that would otherwise be carried east of the Main Beach and provides great benefit to residents who use the Main Beach but little benefit to those who use the beaches west of the Main Beach.

22. Directly to the west of the Main Beach and directly in front of the strip of property DoCB claims to own is a jetty known as Jetty B as shown in **Exhibit B** along with the Big Rock Jetty.

23. Jetty B also provides protection to the Main Beach against erosion from the tides and winds coming from the southwest.

24. The Hurricane of 1938 destroyed or reshaped Chapman Beach, after which at various times jetties made of stone and concrete have been installed and maintained along the beaches west of the Main Beach, in front of property owned by members of Cedar Crest and partially on beach that DoCB claims to own, including those known as Jetties C, D, E, and F, shown in **Exhibits C, D, E, and F**, over which jetties DoCB also asserts ownership and control, which is and has been a subject of dispute.

25. Unlike the Big Rock Jetty and Jetty B, both abutting the Main Beach, Jetties C, D, E, and F were each built by various of the Plaintiffs or their predecessor owners within Cedar Crest, and at least until recently, were maintained only by Cedar Crest owners. A photo showing Jetties C, D, E, and F along with the Big Rock Jetty and Jetty B is attached as **Exhibit G**.

26. All properties within DoCB and Cedar Crest, including the beaches, roads, and rights of way, were owned by the Chapman family until it began deeding properties to individual owners in the late Nineteenth Century.

27. When the Chapmans deeded properties contiguous with the beaches, it generally deeded property for a certain number of feet from Chapman Avenue, which extended to or onto the beach area, thereby not explicitly transferring ownership of all or a portion of the beach.

28. As depicted on a survey (Exhibit H) showing approximate locations of property lines, beaches, and Long Island Sound, Plaintiffs Triem LLC and DiFranco own over twelve feet of the beach, and Plaintiffs Dilorenzo and Messick (the property at the time owned by Silvana Garvey) own approximately five feet of the beach.

29. In Connecticut, private ownership along Long Island Sound cannot extend further seaward than the Mean High Water Line (“MHWL”).

30. The MHWL is officially determined by the U.S. National Oceanographic and Atmospheric Administration (“NOAA”) and updated approximately once every twenty (20) years.

31. The last determination of the MHWL by NOAA reportedly took place in 2006, and the next is due in about 2026, although decreased funding of NOAA may prevent or delay this determination.

32. Due to climate change, the MHWL at Chapman Beach has moved inland at a significant pace, and it is currently substantially north of the line set forth in the NOAA surveys from 2006.

33. The Department of Energy and Environmental Protection (“DEEP”), the State of Connecticut agency responsible for ensuring environmental protection, including protection within and along Long Island Sound, determines the MHWL by a more informal measure of where the high tide falls regularly falls on each beach.

34. In some areas of Cedar Crest, high tides reach the seawall almost every day.

35. At all times as and after the Chapman family began deeding properties to individual owners, the parties and their predecessors within the Chapman Beach area understood that they were entitled to use, and many did use, all beaches within the Chapman Beach area, including the Main Beach and the Cedar Crest Beaches.

36. In media reports and advertisements for property along Long Island Sound, including Chapman Beach, the use of the beaches was clearly a key part of the attraction and purpose of ownership.

37. In the late Nineteenth and early Twentieth Centuries, as the Chapmans were selling off parcels of their property north of Chapman Beach, there was great interest in the public using the beaches along the Connecticut coastline for bathing and other activities.

38. The understanding and agreement of the Chapman family was that all owners of property purchased from the Chapmans, and their heirs, assigns, and guests, could fully use the beaches for recreation, including sitting and playing on the beaches and leaving boats on the beaches.

39. An association known as Chapman Beach Association (“CBA”) was formed in 1941 to include as members all properties in the Chapman Beach area, including all the property now contained within Cedar Crest and within DoCB.

40. All separate properties within Cedar Crest, including those of Plaintiffs, were members of the CBA from the time CBA was formed until it was dissolved in or after 2000.

41. In 1946, the Chapman family deeded the private roads, including First Avenue, Second Avenue, Third Avenue and Chapman Avenue, which also serve as the rights of way, to CBA “and its successors and assigns.”

42. In 1950, as part of administration of the estate of Ruth Chapman Broderick, an heir to the Chapman family holdings, the beaches in front of all of Chapman Beach, including the Cedar

Crest Beaches, were sold to the CBA “and its successors and assigns” for \$12, the equivalent in 2025 of approximately \$160.

43. Each property within the CBA was responsible to pay the same amount per year as “annual dues.”

44. In the early 1970s, some members of the CBA attempted to form a special tax district under Connecticut law to cover all properties within the CBA, which would permit assessment of taxes based on the assessed value of each property within the district rather than an equal assessment for each property, as had previously been the policy of the CBA.

45. Many of the owners on the beach or across Chapman Avenue from the beach, including most properties later in Cedar Crest and some properties later in DoCB, objected to the formation of the special tax district, filed litigation to prevent the formation of the tax district on procedural grounds, and discussed that they would form their own tax district if they were successful in stopping the proposed tax district on procedural grounds.

46. On information and belief, the tax district that CBA attempted to form in the early 1970s was either never in effect or formally dissolved.

47. By the fiscal year that began September 1, 1999, and ended August 31, 2000, the CBA annual dues were approximately \$120 per family.

48. At the CBA Annual Meeting on August 28, 1999, having decided that larger expenditures were appropriate to maintain the Main Beach and the Big Rock Jetty, leaders of the CBA proposed, and members of the CBA indicated they would approve, a proposal to take steps

for the properties within CBA to form a tax district, which would require each property to be responsible for tax payment based on the value of their property.

49. Upon an announcement that CBA would proceed once again to form a special tax district, in October 1999, Cedar Crest residents, including Plaintiffs or their predecessor owners, formed the tax district of Cedar Crest, which included the portions of the beach, roads, and rights of way that were owned by CBA and were contiguous with Cedar Crest properties, as depicted on Exhibit A.

50. Tom Odell, president of the CBA, informed CBA members, including members of Cedar Crest, that CBA attorneys had confirmed that the establishment of Cedar Crest and its boundaries, including the beaches, roads, and rights of way that CBA claimed to own, were fully legal.

51. By November 1999, CBA informed its members, including members of Cedar Crest, that they would take steps so that the remainder of the properties within the CBA could form a separate tax district (DoCB).

52. In June 2000, the rest of the properties within CBA (excluding Cedar Crest) formed the DoCB, which also purported to include all the Cedar Crest Beaches, Roads, and Rights of Way that CBA had obtained from the Chapman family or their estates, although the Cedar Crest Beaches, Roads, and Rights of Way had previously been made part of Cedar Crest with CBA's knowledge and approval.

53. From 2000 until 2024, DoCB did not interfere with the right or ability of members of Cedar Crest to use the Cedar Crest Beaches, Roads, and Rights of Way, including the right to sit and play on the beaches.

54. From 2000 until 2024, Cedar Crest members continued to use some of the beaches within the DoCB east of Second Avenue and crossed those beaches, including the Main Beach, to get to the large rock formations east of the Main Beach.

55. DoCB has claimed to own the Cedar Crest Beaches, Roads, and Rights of Way, which Cedar Crest has disputed.

56. Without resolving that dispute, Cedar Crest and DoCB agreed that DoCB would contract for repair of the roads within Cedar Crest, the cost of which would be paid by Cedar Crest; in 2012, Cedar Crest paid over \$28,000 to repair the Cedar Crest Roads.

57. Since 1999, the Cedar Crest Rights of Way were maintained by both Cedar Crest residents and DoCB.

58. Since 1999, the Cedar Crest Beaches have been maintained almost entirely by Cedar Crest members.

59. In late 2023, the Board of Directors of DoCB proposed to tear down some of the jetties in front of Cedar Crest properties. Based on expert scientific advice, Cedar Crest and its members strongly opposed this proposal and sought and obtained support from most members of the DoCB. DoCB members defeated their Board's proposal by a vote of the members at a meeting held December 2, 2023.

60. Only starting after that December 2, 2023, vote to reject the DoCB Board's recommendation to destroy the jetties, DoCB, through its Board of Directors, has claimed that Cedar Crest members did not have rights to use the Cedar Crest Beaches except to pass over them to get to Long Island Sound.

61. Prior to 2024, DoCB never claimed that Plaintiffs had no right to use the Cedar Crest Beaches.

62. In the Fall of 2023, Damien Ranelli, a member of the Board of Directors of DoCB, sought to interfere with the sale of the property within Cedar Crest at 40 Chapman Avenue, owned by the Uricchio Plaintiffs, by claiming to the Uricchio's real estate agent and prospective purchasers that the Uricchios did not "have beach rights" but only a right to pass over the beach to get to Long Island Sound.

63. In a phone call following this interference, Andy Calderoni, a member of the DoCB Board, told Plaintiff Schatz that DoCB had never taken and was not taking the position that Cedar Crest owners did not have the right to use the beaches but merely to pass over them.

64. In the Spring of 2024, following the successful jetty campaign by Cedar Crest against the DoCB Board, and knowing that the Uricchios had received a written offer to purchase their property at 40 Chapman Avenue, the DoCB board of directors changed its position and asserted to the real estate agent for the Uricchios and to Cedar Crest that the Uricchios and any purchaser of their property had no right to sit on or use the beach for recreational purposes.

65. Despite the historic understanding that the grant of rights to Plaintiffs meant Plaintiffs could use the Cedar Crest Beaches, DoCB has continued to take the position that Plaintiffs do not have the right to sit or play on portions of the beach DoCB claims to own.

66. The position now taken by DoCB substantially impairs the Plaintiff's use and enjoyment of their property rights.

67. DoCB's actions, including communicating that Cedar Crest members have no rights to use the beaches, have inhibited or prevented sale of Cedar Crest members' properties and substantially impair the value of Cedar Crest properties.

68. Plaintiffs reallege and incorporate by reference as if fully restated herein paragraphs 1- 66 above as those paragraphs of this Count I.

69. The understanding for over 100 years, since the Chapman family began selling their property at Chapman Beach, has been that all purchasers of property and their successors and guests had the right to use the beaches, roads, and rights of way.

70. This understanding was an implied term of every contract for sale of property at Chapman Beach, including the sales of the properties owned by the members of Cedar Crest.

71. All residents of the Chapman Beach area, including Plaintiffs and their predecessors, have used the beaches along Chapman Beach for over 100 years, since the properties were sold by the Chapmans.

72. The Chapmans recognized that their sales and actions had created full rights in those to whom they sold the properties, including Plaintiffs and their predecessors, evidenced by

the quit claim of the roads to CBA for no consideration in 1946 and sale by the Administrator of the estate of Ruth Chapman Broderick of all the beaches to CBA in 1950 for only \$12 (\$160 in 2025 dollars).

73. Defendant DoCB should be estopped from denying Plaintiffs, their heirs, successors, assigns, and guests the right to use any beaches within Chapman Beach because of the longstanding interpretation, understanding and agreement with the Chapman family.

74. Even after Cedar Crest was formed in 1999 and the DoCB formed in 2000, all residents of Cedar Crest, including Plaintiffs and their predecessors, have used the Cedar Crest Beaches for all recreational activities, including for sitting and playing on the beaches purported to be owned by DoCB.

75. Defendant DoCB is and should be estopped from denying Plaintiffs, their heirs, successors, assigns, and guests the right to use the Cedar Crest Beaches, as a result of the conduct of the property owners within Cedar Crest and the District of Chapman Beach since 2000.

76. This Court should enjoin Defendant DoCB from any action preventing Plaintiffs, their successors, assigns or guests from using the beaches at Chapman Beach, including the beaches in front of the properties within Cedar Crest, and from attempting to interfere with sales of any properties within Cedar Crest.

COUNT II – Declaration of Cedar Crest Ownership of and/or Plaintiffs’ Right to Use the Portion of the Beach, Rights of Way, and Roads Between Cedar Crest Properties and Long Island Sound (the Cedar Crest Beaches, Roads, and Rights of Way)

1. Plaintiffs reallege and incorporate by reference as if fully restated herein paragraphs 1-76 of Count I above as those paragraphs of this Count II.

77. In 1950, Chapman Beach Association took title to the beaches and rights of way within Chapman Beach (Lot 17), including the Cedar Crest Beaches and Rights of Way, pursuant to an Administrator’s Deed to “Chapman Beach Association, its successors and assigns” for \$12 (equivalent to approximately \$160 in 2025 dollars).

78. The roads within Chapman Beach, including the Cedar Crest Roads, were transferred by quit claim by the Chapman family to “Chapman Beach Association, its successors and assigns” in 1946.

79. Chapman Beach Association was formed and by charter and bylaws operated expressly for the benefit of all owners of properties within Chapman Beach, including all properties within Cedar Crest.

80. From 1950 to 2000, the beaches, roads, and rights of way continued to be owned by Chapman Beach Association, of which all properties within the current Cedar Crest were members, as were all properties within the current District of Chapman Beach.

81. From 1999 to 2000, following the formation of Cedar Crest as a tax district, all residents of Cedar Crest continued to be members of the Chapman Beach Association.

82. In 2000, shortly after voting to form the DoCB, comprised of all properties other than those of Plaintiffs and their predecessors in Cedar Crest, Chapman Beach Association purported to quit claim all the beaches, roads, and rights of way within Chapman Beach, including the Cedar Crest Beaches, Roads, and Rights of Way, to the DoCB.

83. The transfer of the beaches, roads, and rights of way, including the Cedar Crest Beaches, Roads, and Rights of Way, by Chapman Beach Association to the DoCB was for nominal or no consideration.

84. Following the transfer of the beaches, roads, and rights of way, the Chapman Beach Association thereafter effectively ceased to function and was eventually dissolved.

85. With the effective split of the Chapman Beach Association into two organizations, Cedar Crest became the successor in interest to the Cedar Crest Beaches, Roads, and Rights of Way.

86. Since 2000, DoCB has done and spent little, and Plaintiffs have done much more to maintain the Cedar Crest Beaches, including raking the beaches and ridding the beaches of mussels and other shells, cutting and/or removing trees, poles, and other items drifting onto the Cedar Crest Beaches or paying others to do such work.

87. Since 2000, the Cedar Crest Roads have been maintained largely if not only at the insistence of Cedar Crest and paid for largely, if not only, with funds from Cedar Crest, including a major construction in about 2012, for which Cedar Crest paid \$28,776, and thousands of dollars more at various times for paving, landscaping and other activities.

88. Since 2000, Cedar Crest and its members have done work and paid for others to do work to maintain and enhance the Cedar Crest Rights of Way, including but not limited to landscaping.

89. Cedar Crest and some of its residents have sought further repairs and to pay for repairs and/or maintenance of the Cedar Crest Beaches, Roads, and Rights of Way, but DoCB has sought to prevent Cedar Crest and its residents from making any repairs/maintenance, claiming it is the sole owner of the Cedar Crest Beaches, Roads, and Rights of Way.

90. As a result of Defendant's continuation of the breach of Chapman Beach Association's duty to operate for the benefit of all members of CBA, including Plaintiffs and their predecessors within Cedar Crest, Plaintiff Cedar Crest should be declared the owner of the Cedar Crest Beaches, Roads, and Rights of Way, or the individual Plaintiffs should be declared to have all rights of use of the Cedar Crest Beaches, Roads, and Rights of Way.

COUNT III – Declaration that District of Chapman Beach Is a Trustee, and Cedar Crest and Other Plaintiffs Are Beneficiaries, of all of the Beaches, Roads, and Rights of Way, including all of the Cedar Crest Beaches, Roads, and Rights of Way

1. Plaintiffs reallege and incorporate by reference as if fully restated herein paragraphs 1-90 of Count II above as those paragraphs of this Count III.

91. At all times, Chapman Beach Association bylaws provided it was to take actions for the benefit of all its members.

92. At all times, Chapman Beach Association had a duty to take actions to benefit all its members and not to discriminate against some of its members.

93. Chapman Beach Association members included all those residing in what is now Cedar Crest, including Plaintiffs and/or their predecessors.

94. Chapman Beach Association acquired the Beaches from the Chapman estate through the Probate Court in 1950 (i) through a private sale and (ii) for a nominal price of \$12 (approximately \$160 in 2025 dollars), both of which reflected that all residents of Chapman Beach, including Plaintiffs and their predecessors, had full rights to use the beaches.

95. The Administrator's Deed that reflected the sale of the Beaches to the Chapman Beach Association provided, in part: "To Have and to Hold the above granted and bargained premises, with the appurtenances thereof, unto the said The Chapman Beach Association, Inc., its successors and assigns, forever to its and their proper use and behoof."

96. The sale of the Beach Property to the Chapman Beach Association by the Probate Court created a trust in Chapman Beach Association in favor of all its members and their successors, including all current members of Cedar Crest.

97. The Administrator's Deed for the Beach Property, by expressly conveying the property to Chapman Beach Association "forever to its and their proper use and behoof" created a trust in Chapman Beach Association in favor of all its members and their successors, including all current members of Cedar Crest.

98. In 2000, Chapman Beach Association was directed by its officers, all members of the newly formed DoCB, to sell the Beaches, Roads, and Rights of Way to District of Chapman Beach for nominal or no consideration.

99. By favoring DoCB and its members, and disfavoring Cedar Crest and its members (who themselves or their predecessors had since 1950 been and remained members of Chapman Beach Association), Chapman Beach Association and its officers, all members of DoCB, created a trust, and imposed upon DoCB a fiduciary duty, in favor of all members of Chapman Beach Association, including Cedar Crest and its members, including Plaintiffs, reasonably to protect their interests in and use of the Beaches, Roads and Rights of Way.

100. Since 2024, DoCB breached its duty to Cedar Crest and its members, including Plaintiffs, by taking the position that Cedar Crest residents, including Plaintiffs, no longer had the right to use the Beaches, Roads and Rights of Way within Cedar Crest, interfering with sales of properties of Cedar Crest residents, and thereby continuing to disfavor and harm Cedar Crest and its residents, including Plaintiffs.

101. The breach of duty by DoCB includes, but is not limited to, (i) the use of moneys overwhelmingly to support the Main Beach and the Big Rock Jetty and spend little or nothing on the Cedar Crest Beaches and connected jetties, and (ii) to refuse to allow Cedar Crest and its residents to pay to maintain the jetties connected to the Cedar Crest Beaches, as Cedar Crest residents have largely done for over 80 years.

102. Defendant's breach of duty to Plaintiffs is a continuing breach.

103. As a result of Defendant's breach of its duty to Plaintiffs, Plaintiffs have suffered and continue to suffer irreparable damage.

COUNT IV – Declaration of Rights to Use Beaches Under Deeded Easements

1. Plaintiffs reallege and incorporate by reference as if fully restated herein paragraphs 1-103 of Count III above as those paragraphs of this Count IV.

104. The deeds from the Chapman family to each of the Plaintiffs or their predecessors, granted from the late 1800s through the early 1900s, also provided for rights that would entitle them to use and enjoy the beach adjoining Long Island Sound.

105. Each of the deeds for the properties within Cedar Crest (other than the Probate Court deed for the swamp land discussed further below) provided the owner with some version of the “right to pass and repass” to Long Island Sound.

106. The specified property that each of Cedar Crest owners had the right to pass and repass included beach, and, where necessary, a right of way, owned by the Chapman family between the Cedar Crest owner’s property and Long Island Sound.

107. At the time of the transfer of the properties to each of the Plaintiffs or their predecessors by the Chapman family, the parties understood that the deed language meant that the Plaintiffs could use the rights of way and beaches, including those referenced in the deeds, for sitting and enjoying the beach and Sound and other recreational purposes, and not just for crossing the property.

108. Throughout the history of Chapman Beach and Cedar Crest, beginning in the late 1800s, Plaintiffs or their predecessors exercised their rights to sit or play on all the beaches within Chapman Beach with no interruption from the Chapman family or its successors or assigns.

109. The beaches that comprise Chapman Beach, including portions of the Cedar Crest Beaches, were sold by the estate of Ruth Chapman Broderick, last owner within the Chapman family, in 1950, to Chapman Beach Association for \$12, approximately \$160 dollars in 2025 dollars, a low price consistent only with the fact that rights to use the beaches for all normal and recreational purposes had been conveyed to various private lot owners in Chapman Beach development.

110. From the time in 2000 when DoCB acquired any roads, rights of ways, and beaches, subject to the rights to others, to 2024, the Plaintiffs or their predecessors exercised their rights to sit or play on the beach with no interruption from DoCB.

COUNT V – Declaration of Rights to Use the Cedar Crest Beaches As Deeded Easements Under Judicial Estoppel and Equitable Estoppel

1. Plaintiffs reallege and incorporate by reference as if fully restated herein paragraphs 1-110 of Count IV as those paragraphs of this Count V.

111. In 2008, Rosemary Aramony, a resident within DoCB, filed litigation in this court seeking judgment that she owned through adverse possession some property of DoCB between the Aramony property on Chapman Avenue and the beach and Long Island Sound.

112. The deed to the Aramony property provided that Aramony had the right “to pass and repass” the disputed property at issue (which was part of Lot 17).

113. The Aramony deed thus used the same language with respect to the disputed property at issue in that case as is included in Plaintiffs' deeds with respect to the beach (and, where appropriate, rights of way to get to the beach, also part of Lot 17).

114. The deed to the Aramony property had contained the "pass and repass" language since the property was sold by the Chapman family to Aramony's predecessors in the late Nineteenth or early Twentieth Century and sold to the Aramony family in 1947.

115. Testimony in the trial established that the Aramony family had not simply passed over the disputed property but used the disputed property for sitting, playing games, parking cars and generally for family events.

116. DoCB argued successfully in pleadings filed with this Court and later with the Appellate Court, that there was no "adverse possession" in part because the easement deed language ("to pass and repass") included the non-exclusive right to use the property for all recreational purposes.

117. Both the trial court and appellate court agreed with DoCB and found that the easement "to pass and repass" afforded Plaintiff Aramony rights to use the property for all recreational purposes.

118. As the CBA only acquired the beaches in 1950, the inclusion of the right to all recreational use within the "pass and repass" easement was critical to cover the periods before 1950 (when the CBA first acquired the property at issue), from the 1800s when the Aramony

property was first sold by the Chapman family and from 1947 when it was acquired by Aramony's family.

119. Having successfully taken the position in this Court and the Appellate Court that the easement language in Plaintiffs' deeds ("to pass and repass") includes the right to **use** the property specified for sitting, playing and other recreational uses, DoCB is and should be equitably and judicially estopped from denying that meaning in Plaintiffs' deeds or attempting to prevent Plaintiffs from using the beaches (and rights of way) for which they have easements for sitting, playing, and other recreational uses.

120. Having been successful in obtaining a final judgment that relied in part upon the conclusion that the deed easement language "to pass and repass" includes a right to use the specified property for all recreational purposes, DoCB is and should be collaterally estopped from taking a contrary position here, and judgment should be entered declaring that Plaintiffs have the rights to use the beaches (and rights of way) not just for passage but for all recreational uses.

COUNT VI – Declaration of Rights by Virtue of Deed to Swamp From Chapman Family

1. Plaintiffs reallege and incorporate by reference as if fully restated herein paragraphs 1-120 of Count V above as those paragraphs of this Count VI.

121. Plaintiff Andrew Schatz is trustee of the Nathan A. Schatz Trust (the "Schatz Trust"), which owns a 50% interest in the property known as "2nd Ave" and which comprises about 9.8 acres of wetlands of swamp and woods, located north of all the other Cedar Crest properties (hereafter, "Second Avenue Property").

122. The Second Avenue Property was purchased in 1950 for \$235 (approximately \$3,000 in 2025 dollars) pursuant to a public sale and an Administrator's Deed from the Probate Court administering the estate of Ruth Chapman Broderick, the last surviving member of the Chapman family that owned the properties in and around Chapman Beach.

123. The Administrator's Deed for the Second Avenue Property provided in part that the Administrator did: "give, grant, bargain, sell, and confirm . . . all the right, title and interest, claim and demand, which said Ruth Chapman Broderick had at the time of her death . . . in or to certain pieces or parcels of land . . ."

124. The Administrator's Deed for the Second Avenue Property further provided: "Together with such rights of way over land of Henry G Isaacs et als as of record appear, and together with and subject to such rights of way over First Avenue, Second Avenue, Third Avenue, and of the Beach as of record more fully appear."

125. In 1946, Ruth Chapman Broderick executed a quit-claim deed to "Chapman Beach Association, its successors and assigns" of all right and title to the roadways, including First, Second, and Third Avenues, as well as Chapman Avenue, but "reserving unto myself, my heirs and assigns, however, all the rights and privileges which I now enjoy pertaining to said Roadways as inherited by me from my father, Charles E. Chapman, deceased."

126. By virtue of the 1950 Administrator's Deed for the Second Avenue Property and the retained rights to use of the roads and rights of way in the 1946 transfer to Chapman Beach

Association, owners of the Second Avenue Property, including the Schatz Trust, have all the rights that Ruth Chapman Broderick retained to use those roads and rights of way.

127. By virtue of the 1950 Administrator's Deed for the Second Avenue Property and rights expressly granted/retained with respect to First Avenue, Second Avenue, Third Avenue, and of the beach, owners of the Second Avenue Property, including the Schatz Trust, have the rights to use all those roads and the beach, including the Main Beach and all beaches within Cedar Crest.

128. By distinguishing between the rights of way “. . . over First Avenue, Second Avenue, and Third Avenue” (emphasis added) and rights of way “. . . of the Beach,” the Administrator's Deed for the Second Avenue Property distinguished between the normal uses to pass on the roads (“over” the roads) and normal uses of the beach for all recreational purposes (“of” the beach).

129. By virtue of the deed language quoted above, the owners of the Second Avenue property, including Plaintiff Schatz, and their successors, assigns, and guests, have the right to access and use the beaches, roads, and rights of way within Chapman Beach, including within the DoCB, for all purposes, including sitting and playing on the beaches.

130. In conveying the roads to the Chapman Beach Association in 1946, Ruth Chapman Broderick provided in the deed that she was retaining for herself and her successors and assigns, all rights she had been given by her father (from whom she had received the property), including all rights to use the beaches, roads, and rights of way.

131. In conveying the Second Avenue Property in 1950, the Probate Court, on behalf of the Estate of Ruth Chapman Broderick, effectively conveyed the rights to use the beaches, roads, and rights of way that Ruth Chapman Broderick had retained for herself when she granted the roads to the Chapman Beach Association in 1946.

COUNT VII – Declaration of Rights to Repair Jetties and Enjoin Destruction of Jetties

1. Plaintiffs reallege and incorporate by reference as if fully restated herein paragraphs 1-131 above as those paragraphs of this Count VII.

132. The five concrete jetties shown on Exhibit G, are known as Jetties B, C, D, E, and F and depicted in photographs attached as Exhibits B through F.

133. Jetties C, D, E, and F connect to seawalls owned by Cedar Crest residents and are contiguous to beaches between Long Island Sound and the seawalls and homes owned by Cedar Crest residents.

134. Jetty C extends from the seawall between properties owned by Plaintiffs DiFranco and Triem LLC, and has been constructed and maintained largely if not entirely by Plaintiffs or their predecessors. In addition, over twelve feet of Jetty C and the beach directly south of the seawall is also owned by Plaintiffs DiFranco and/or Triem LLC.

135. Jetty D extends from the seawall between properties owned by Plaintiffs Dilorenzo and Messick. Its construction was funded by Plaintiff Dilorenzo in 1993, and it has been maintained and repaired largely if not entirely by Plaintiffs or their predecessors. In addition,

approximately five feet of Jetty D and the beach directly south of the seawall are also owned by Plaintiffs Dilorenzo and/or Messick.

136. Jetty E extends from the seawall between properties owned by Plaintiffs Schatz and Niro and was built and has been maintained and repaired largely if not entirely by Plaintiffs or their predecessors.

137. Jetty F extends from the seawall in front of the property owned by Plaintiff Vynalek, was built by Plaintiff Vynalek in 1980, and has been maintained and repaired entirely by Plaintiff Vynalek and his family.

138. In November 2022, the Connecticut Department of Energy and Environmental Protection (DEEP) granted a permit to DoCB to remove and replace Jetties B, C, D, and E, including the addition of stairs across each jetty to facilitate public access (“DEEP Permit”).

139. The cost of removing and replacing Jetties B, C, D, and E was estimated by Defendant to be over \$100,000 each based on designs submitted by Defendant and its consultants to DEEP.

140. Beginning in early 2023, Jetty E has sustained major damage, and Jetty C has sustained more minor damage.

141. In the fall of 2023, after receiving bids for replacement of the jetties pursuant to the 2022 DEEP Permit, DoCB proposed instead to remove but not replace jetties C and E and to defer any action on Jetties B and D.

142. Plaintiffs, along with some DoCB residents, opposed the removal of the two jetties and funded a technical study by Dr. Frank Bohlen, Professor *Emeritus* of Marine Sciences at the University of Connecticut, who specializes in the study of coastal sedimentation, and who concluded that removal of the jetties would significantly accelerate beach erosion.

143. An earlier 2003 study prepared by Professor Bohlen for the DoCB reached a similar conclusion.

144. On December 2, 2023, members of DoCB voted 52-37 (with one abstention) to defeat their board's proposal to remove the jetties.

145. Both before and since the December 2023 vote, Plaintiffs have offered to pay or help pay for repairs to Jetties C and E, the jetties the DoCB Board tried unsuccessfully to demolish. DoCB refused to accept Plaintiffs' offer to pay for jetty repairs, and has refused to repair Jetty E. And only in spring 2025, after DoCB was aware of likely litigation, has DoCB approved repair of a portion of Jetty C, though no repair has been commenced nor has DoCB sought any permit from DEEP.

146. In 2024, Jetty E, damaged in 2023, suffered further damage.

147. Throughout 2024, DoCB again refused Cedar Crest's offer to pay or help pay for repairs.

148. In 2024, DoCB threatened to cut "notches" in the jetties (three-foot wide slices from the top perhaps 2-4 feet to near the bottom of the concrete above the sand) to provide for passage through the jetties, instead of stairs over the jetties as included in its DEEP application of 2022.

Cedar Crest paid for an engineering firm to review the concept of notches. The engineering firm reported potential impairment to the structural integrity of a jetty and potential greater erosion, a view supported by Professor Bohlen as well. Cedar Crest offered to pay or help pay for DoCB to obtain an engineering study before proceeding with any notches, but DoCB has refused to consult any experts.

149. Cedar Crest opposed the proposal for notches and in May 2024 sought protection from DEEP.

150. DoCB has objected to Cedar Crest residents taking any steps to repair Jetties C and E on the basis that part of those jetties lies on beach that it asserts is owned by DoCB. Cedar Crest and various of its members have requested that DEEP issue guidance as to the roles of Cedar Crest and its members in any application process for repair of the jetties, as Jetty C is partly on land clearly owned by Cedar Crest members, and the seawalls adjoining Jetty C and Jetty E are owned by Cedar Crest members.

151. On April 17, 2025, DEEP sent an email to DoCB indicating that any new jetty repairs would require a new permit and obtaining letters of no objection from owners of portions of the adjacent beach or adjoining seawall (which includes Cedar Crest owners) and expressing concern about risk to the jetty integrity from cutting notches in a jetty.

152. On April 22, 2025, after Peter Potter reported to the Board of DoCB that they had not heard from DEEP (contrary to the email received five days earlier), the Board voted to recommend to the members that they fund some work related to Jetties C and E.

153. At its meeting in July 2025, even after Cedar Crest learned of the April 17 email from DEEP and brought it to the attention of the Board of DoCB, the Board of DoCB decided to do repairs to Jetty C without seeking a permit from DEEP or approval (non-objection) from the members of Cedar Crest who own relevant portions of the beach/jetties and/or seawall.

154. At its meeting in July 2025, the DoCB Board also voted to insert bolts to affix wooden stairs to Jetty D, thereby rejecting the proposal of its own Major Projects Committee to use aluminum stairs that would be more expensive but less likely to cause damage to the jetties and the adjoining seawalls owned by members of Cedar Crest.

155. Board member Damian Ranelli voted in favor of the resolution after commenting during discussion that (i) the real threat to longevity for either wood or aluminum was storms, (ii) that wooden stairs would be much heavier than aluminum (especially true after getting wet), and (iii) wooden stairs breaking away from the jetty would likely cause much greater damage to the nearby seawalls (and probably to the jetty as well).

156. Cedar Crest and the affected owners consulted with an engineer and offered to pay for the engineer's proposal to use non-intrusive methods to attach stairs to Jetty D and to use removable aluminum stairs instead of heavy wooden stairs that would be more likely to tear away during a storm and cause significantly greater damage to the jetty and adjoining seawalls.

157. The Cedar Crest private property that abuts Chapman Beach consists of seawalls, a bank that rises at a slope to approximately 20 feet higher than the beach, and houses on top of the bank.

158. The Cedar Crest seawalls protect against erosion of the bank and, ultimately, protects against destruction of the houses on top of the bank.

159. The jetties protect against erosion of the beaches and damage to the seawalls and, ultimately, to the bank and houses.

160. Jetties protect the beaches and property in two ways:

- a. By absorbing the force of the waves, most of which travel at an angle to the beach (in the case of Chapman Beach, mostly from southwest to northeast), a jetty will diminish the power of the waves that erode the beach and potentially impact the seawalls (in Chapman Beach, generally to the east of the jetty); and
- b. A jetty will tend to ensure that sand is deposited and maintained (in Chapman Beach, generally to the west of the jetty) rather than carried off by wave action .

161. Notches and other actions proposed by DoCB threaten to undermine the structural integrity of each jetty and cause greater erosion of the beaches, resulting in greater ultimate threat to the seawalls and property.

162. Defendant's action to cut through the jetties would create an unreasonable risk to the jetties, beaches, seawalls, and property above the seawalls, in violation of the rights of residents of Cedar Crest.

163. Defendant's action to remove parts of the jetties without first seeking an opinion and plan from a structural engineer constitute negligence and disregard of the property rights of Cedar Crest.

164. Defendant's action to remove parts of a jetty built and maintained by private residents of Cedar Crest would constitute destruction of private property.

165. Defendant's threats to destroy parts of jetties where there is otherwise no damage would constitute negligence and intentional and unjustifiable damage to private property.

166. Defendant's proposed action without first obtaining approval from DEEP is a violation of Connecticut statutes and regulations.

167. Defendant's actions will deprive Plaintiffs and other residents of Cedar Crest of the use and enjoyment of the beach provided to them by the deeds originating from the Chapman family.

168. When Cedar Crest was established as a special tax district under Section 7-325 of Connecticut General Statutes, the expressed purpose, lawful under the statutes, included "to acquire, construct, maintain and regulate the use of recreational facilities" and "to plan, lay out, acquire, construct, reconstruct, repair, maintain, supervise and manage a flood or erosion control system."

169. Jetties C, D, E, and F are part of an erosion control system as well as used for fishing and other recreational activities.

170. Cedar Crest has the authority to regulate activity with respect to Jetties, C, D, E, and F that might interfere with erosion control or their use for recreational activities.

171. The injury to Plaintiffs from Defendant's actions in removing or damaging parts of one or more jetties would be irreparable for several independent reasons:

- a. DEEP has publicly stated that it opposes the construction of new jetties and only allows for repairs of existing jetties within the footprint damaged by natural causes, so there is little or no chance that DEEP would approve a new jetty or replacement of the portion of the jetty destroyed not by natural causes but the intentional removal by Defendant, or, perhaps, by their intentional neglect in repairing or maintaining the jetty;
- b. Once a portion of the jetty is removed, even replacing that portion will never have the same structural integrity as a solid single jetty; and/or
- c. Defendant does not have the resources to reconstruct one or more entire jetties, nor to pay for damage to any seawalls, banks or houses.

WHEREFORE, Plaintiff prays for the following relief:

As to COUNT I – Declaration that Plaintiffs Have the Right to Use ALL Beaches, Roads, and Rights of Way Within Chapman Beach and DoCB, including the Main Beach

a. An order declaring that Plaintiffs have rights as successors to purchasers from the Chapman family to use the beaches, roads, and rights of way within Cedar Crest and DoCB for all recreational purposes;

b. An order permanently enjoining Defendant and its officers and directors from interfering with the rights of Plaintiffs to use the beaches, roads, and rights of way within Cedar Crest and DoCB for all recreational purposes; and

c. Such other relief as the Court finds just and equitable.

As to COUNT II – Declaration of Cedar Crest Ownership and/or Plaintiffs' Right to Use the Portion of the Beach, Rights of Way, and Roads Between Cedar Crest Properties and Long Island Sound (the Cedar Crest Beaches, Roads, and Rights of Way)

a. An order declaring that Cedar Crest has the rights of a successor to Chapman Beach Association under the deeds transferring the Cedar Crest Beaches, Roads, and Rights of Way to the CBA, with full ownership rights to those areas;

b. An order permanently enjoining Defendant and its officers and directors from interfering with rights of Plaintiffs to the Cedar Crest Beaches, Roads, and Rights of Way, including any rights of ownership or any right to pay for repairs or maintenance; and

c. Such other relief as the Court finds just and equitable.

As to COUNT III – Declaration that DoCB Is a Trustee, and Cedar Crest and Plaintiffs Are Beneficiaries, of all of the Beaches, Roads, and Rights of Way or all of the Cedar Crest Beaches, Roads, and Rights of Way

- a. An order declaring that DoCB owes a fiduciary duty to Plaintiffs;
- b. An order declaring that Plaintiffs have the right to use all the Beaches, Roads, and Rights of Way, including the Main Beach;
- c. An order permanently enjoining Defendant and its officers and directors from interfering with rights of Plaintiffs to use all the Beaches, Roads, and Rights of Way, including the Cedar Crest Beaches, Roads, and Rights of Way, and the Main Beach;
- d. An order permanently enjoining Defendant and its officers and directors from interfering with the rights of Plaintiffs to maintain the Cedar Crest Beaches, Roads, and Rights of Way, and any connected jetties; and
- e. Such other relief as the Court finds just and equitable.

As to COUNT IV – Declaration of Rights to Use Beaches and Rights of Way Under Deeded Easements

- a. An order declaring that Plaintiffs have rights under their deeded easements and the history of usages to use the beaches and rights of way referenced in their deeds for all purposes necessary to enjoy the beach, including sitting, sunbathing, playing, landing and resting of boats, and other recreational uses;

b. An order providing for a filing on the land records of each of the Plaintiffs' properties providing that the deeded easement includes the right to use the beach area that is the subject of the easement for all recreational purposes and not merely to pass over it;

c. An order permanently enjoining Defendant and its officers and directors from interfering with the rights of Plaintiffs to use the beaches and rights of way referenced in their deeds for all purposes necessary to enjoy the beach, including all recreational uses, or in the sale of property; and

d. Such other relief as the Court finds just and equitable.

As to COUNT V – Declaration of Rights to Use the Deeded Easements Under Law and Estoppel

a. An order declaring that Plaintiffs have rights under their deeded easements to use the beaches and rights of way referenced in their deeds for all purposes necessary to enjoy the beach, including sitting, sunbathing, playing, landing and resting of boats, and other recreational uses;

b. An order providing for a filing on the land records of each of the Plaintiffs' properties providing that the deeded easement includes the right to use the beach for all recreational purposes and not merely to pass over it;

c. An order permanently enjoining Defendant and its officers and directors from interfering with the rights of Plaintiffs to use the beaches and rights of way referenced in their

deeds for all purposes necessary to enjoy the beach, including all recreational uses, or in the sale of property; and

d. Such other relief as the Court finds just and equitable.

As to COUNT VI - Declaration of Rights to Use Beaches Under Deeded Easements for Second Avenue Property

a. An order declaring that Plaintiff Schatz and the Nathan A. Schatz Trust, their successors, assigns, and guests, have rights under their deeded easements and the history of usages to use the roads, rights of way, and beaches referenced in the Administrator's Deed and other deeds referenced for all purposes necessary to enjoy the beach, including sitting, sunbathing, playing, landing and resting of boats, and other recreational uses;

b. An order providing for a filing on the land records providing that the deeded easement includes the right to use all roads, rights of way, and beaches referenced, including all beaches south of Chapman Avenue, for all recreational purposes and not merely to pass over them;

c. An order permanently enjoining Defendant and its officers and directors from interfering with the rights of Plaintiff Schatz, the Nathan A. Schatz Trust, and its successors, assigns, and guests to use the beaches, roads, and rights of way, referenced in the Administrator's Deed for all purposes necessary to enjoy the beach, including all recreational uses, or in the sale of property; and

d. Such other relief as the Court finds just and equitable.

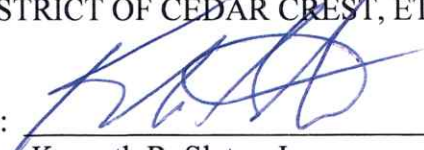
As to COUNT VII – Declaration of Rights to Repair Jetties and Enjoin Destruction of Jetties

a. A permanent injunction whereby the Defendant and the Defendant's agents, representatives, employees or assigns are enjoined and restrained from any actions to damage Jetties C, D, E, and F, along Chapman Beach and the Cedar Crest Beaches, until further order of this Court;

b. A declaratory judgment that Cedar Crest has the right as a special tax district to regulate the maintenance or the roads, rights of way, and beaches within Cedar Crest, and to regulate the maintenance and repair of jetties (groins) and approving Cedar Crest's regulation of Jetties C, D, E, and F;

c. Such other relief as the Court finds just and equitable.

PLAINTIFFS,
DISTRICT OF CEDAR CREST, ET AL.

By: 

Kenneth R. Slater, Jr.
Trent Kaisen
HALLORAN & SAGE LLP
225 Asylum Street
Hartford, CT 06103
slater@halloransage.com
Juris No. 26105
Their Attorneys

A TRUE COPY
ATTEST
PATRICK J. MOYNIHAN
STATE NOTARY PUBLIC
HARTFORD, CT 06103

Halloran & Sage LLP
225 Asylum Street
One Goodwin Square
Hartford, CT 06103



Phone 860.522.6103
Fax 860.548.0006
Juris No. 026105