



*et al. v. City of Norwalk Zoning Board of Appeals, et al.* (No. 3:17-cv-01088) (MPS) (the “Lawsuit”), alleging, inter alia, violations of Firetree’s civil rights under the Fair Housing Act, 42 U.S.C. § 3601 *et seq.*, the Americans with Disabilities Act, 42 U.S.C. § 12131 *et seq.*, and the United States Constitution.

3. Firetree further alleges that the ZBA’s denial of its zoning application resulted from tainted proceedings that were marred by bias and predetermination, illegal *ex parte* communications, and irregular procedures – all in retaliation against Firetree for commencing the Lawsuit. Defendants’ actions have left Firetree unable to further its mission of providing transitional living facilities to individuals seeking productive and successful returns to society, and have left Firetree unable to recover the more than \$1 million that it spent to purchase and renovate the real property located at 17 Quintard Avenue in Norwalk, Connecticut (the “Property”).

### **PARTIES**

#### **Plaintiff**

4. Firetree is a 501(c)(3) corporation incorporated in Pennsylvania. Firetree maintains its principal place of business in Williamsport, Pennsylvania. Firetree provides community reentry programs, also known as halfway houses, for individuals who have had an association with the criminal justice system, and the vast majority of whom are recovering from drug and alcohol addiction disabilities, mental health disabilities, or physical disabilities. Since July, 2015, Firetree has at all times been the record owner of the Property.

**Defendants**

5. The City of Norwalk is a municipal corporation organized under the laws of the State of Connecticut. The City acts under color of state law through its employees and its agents, including the ZBA, the Zoning Enforcement Officer (“ZEO”), and other City zoning staff.

6. The ZBA is a duly authorized municipal entity vested with authority under Connecticut General Statutes § 8-6 *et seq.* to hear and decide appeals of decisions of the ZEO and to rule on certain applications for special exception approval, among other things. As such, all actions of the ZBA are performed under color of state law.

7. Andrew Conroy, Lee Levey, Gregory Brasher, Taylor Strubinger, and Nadine Campbell are each individual members of the ZBA, and each is sued in his or her official capacity as a member of the ZBA.

**JURISDICTION AND VENUE**

8. This Court has jurisdiction over the federal law claim asserted herein pursuant to 28 U.S.C. §§ 1331 and 1343. This Court has jurisdiction over the state law claim asserted herein pursuant to 28 U.S.C. § 1332 and, in the alternative, has supplemental jurisdiction over the state law claim asserted herein pursuant to 28 U.S.C. § 1367.

9. Venue is proper in this District pursuant to 28 U.S.C. § 1391 because the defendants reside in this District, the events giving rise to the claims asserted herein occurred in this District, and the property involved in this action is located in this District.

**FACTUAL ALLEGATIONS**

10. Firetree operates halfway houses in Pennsylvania and New York. Firetree’s halfway houses provide transitional services to individuals associated with the criminal justice

system. Residents at Firetree's halfway houses are referred by the Federal Bureau of Prisons ("BOP"). Individuals residing at Firetree's halfway houses typically reside there for a period of about 6 months. To be eligible to live at Firetree's reentry facilities, residents may not use illegal controlled substances and must remain sober at all times.

11. The vast majority of residents at Firetree's halfway houses are recovering from addiction or have mental health or physical disabilities, and have been diagnosed by the BOP as having disabilities. Firetree does not provide medical treatment services at its halfway houses, but facilitates its residents in obtaining necessary medical treatment or counseling elsewhere to promote their successful recovery and reentry into society.

12. Firetree offers the following programs at its halfway houses: (a) development of personalized reentry plan for each resident; (b) life skills classes; (c) employment training; (d) money management training; (e) classes in parenting and family skills; (f) mental health counseling; (g) residence development; (h) transition skills; (i) recreation activities; (j) religious activities; and (k) educational courses addressing chemical dependencies.

13. In or about 2014, Firetree became interested in establishing a halfway house in Connecticut for individuals referred by the BOP.

14. In or about 2014, Firetree learned that Pivot Ministries, Inc. owned and was looking to sell the Property. For 40 years, Pivot Ministries operated the Property as a halfway house for at least 17 residents recovering from drug or alcohol addiction. Most of Pivot Ministries' residents resided at the Property as an alternative to being incarcerated, or had been recently released from prison, or had regular contact with the criminal justice system, including

probation, parole, or supervised release. Pivot Ministries did not provide medical inpatient or outpatient substance abuse treatment services for its residents at the Property.

15. The Property is located in the City's C Residence Zone. Pivot Ministries' use of the Property as a halfway house was a legally nonconforming use under Connecticut General Statutes § 8-2.

16. By 2012, Pivot Ministries lacked the financial resources necessary to operate its halfway house to ensure its residents' successful recovery and return to society. It was unable to afford to hire the staff necessary for full-time supervision of its residents, and there were periods of time when no staff was on-site and residents came and went as they pleased. Pivot Ministries became interested in selling the Property to another entity that would have sufficient resources to properly operate the Property as a halfway house designed to assist people with disabilities. Pivot Ministries contacted Firetree in 2014 to learn if Firetree would be interested in purchasing the Property.

17. After initial discussions with Pivot Ministries, Firetree undertook extensive due diligence to determine whether it could continue to use the Property for the same nonconforming use as had been conducted by Pivot Ministries. Firetree met with and exchanged written communication with City zoning staff to determine whether Firetree's intended use of the Property would be allowed. In March 2014, the ZEO informed Firetree that "A new zoning permit could be issued for the same use" at the Property.

18. Later in 2014, Firetree wrote to City Mayor Harry Rilling, City Common Council President Douglas Hempstead, and City Chief of Police Thomas Kulhawik, to notify them that it had submitted an offer to the BOP to provide a halfway house for federal offenders releasing to

Fairfield County, Connecticut at the Property, and provided detailed information about its halfway house program. Firetree received no response to each of its three September 5, 2014 letters.

19. On June 2, 2015, Firetree and Pivot Ministries jointly submitted an application for zoning permit and zoning compliance. Attached to the zoning permit application were floor plans showing the Property to be used as a halfway house with 18 beds located in six bedrooms in the existing building on the Property. The ZEO approved the application on June 11, 2015 and issued Firetree a zoning permit (“Zoning Permit”).

20. In reliance on the ZEO’s issuance of the Zoning Permit, Firetree purchased the Property from Pivot Ministries for \$429,000 in July 2015.

21. In reliance on the ZEO’s issuance of the Zoning Permit, Firetree entered into a contract with the BOP to provide halfway house services at the Property to individuals being released from the BOP.

22. Later in March and again in April of 2016, Firetree, with the assistance of an architect, applied for building permits to renovate the building at the Property for use as a halfway house. Since the Property had been used as a halfway house for 40 years by Pivot Ministries, most of Firetree’s improvements were non-structural in nature. The same floor plans showing 18 beds in a halfway house that were approved as part of the Zoning Permit were attached to the building permit applications.

23. The City approved Firetree’s building permit applications and issued Firetree a building permit in April 2016.

24. In reliance upon issuance of the building permit and the Zoning Permit, Firetree retained Cebulski Construction Company to complete the renovation work from March, 2016 to August, 2016 at a cost of approximately \$630,000.

25. In reliance upon issuance of the building permit and the Zoning Permit, Firetree purchased furniture, kitchen appliances and equipment, a washing machine and dryer, computers, a security system, linens, household supplies, and other materials needed to operate its facility and moved all of it into the building on the Property during June, July and August of 2016. Firetree also hired 10 employees, including a facility Director to run its halfway house, program monitors, case managers, and a social services coordinator. Firetree announced publicly that it intended to open its facility on September 1, 2016.

26. On or about August 17, 2016, the City's building inspectors determined that the renovation work had been completed satisfactorily and recommended that a certificate of occupancy be issued to Firetree to occupy and use the Property.

27. During the last week of August, the City's Corporation Counsel informed Firetree that the City's building official would not issue Firetree a certificate of occupancy because the City's Planning & Zoning Department refused to provide the necessary "sign off" on the ground that there would be a change in use of the Property.

28. On or about October 13, 2016, Firetree was told by the ZEO that that it needed an additional "tenant occupancy permit" and certificate of zoning compliance in order to occupy the Property, even though it had already obtained the Zoning Permit and its use of the Property would be materially the same as Pivot Ministries' previous legally protected nonconforming use.

29. On January 13, 2017, Firetree filed an application for a tenant occupancy permit and certificate of zoning compliance under protest. Although Firetree demonstrated that its proposed use of the Property would be a continuation of the legal nonconforming use of the Property, the ZEO denied Firetree's application on February 8, 2017, but failed to articulate any basis or reason to support her arbitrary determination that Firetree's use of the Property was not protected as a legal nonconforming use.

30. On February 8, 2017, Firetree appealed the ZEO's February 8 decision to the ZBA, pursuant to Connecticut General Statutes § 8-6 and Building Zone Regulations § 118-1410.A(1) (the "Appeal"). At the same time Firetree filed the Appeal, in the alternative, it submitted an application for special exception approval to allow a change from one nonconforming use to another nonconforming use pursuant to Building Zone Regulations Section 118-800.C(4) (the "Special Exception Application"). Firetree requested that the ZBA grant its Appeal, or in the alternative approve the Special Exception Application, as reasonable accommodations under the Federal Fair Housing Act ("FHA"), 42 U.S.C. § 3601 *et seq.*, and the Americans with Disabilities Act ("ADA"), 42 U.S.C. § 12101, *et seq.*, even if the ZBA determined that the use was not legally nonconforming or, in the case of the Special Exception Application, did not meet the applicable criteria.

31. Once Firetree had filed its Appeal and Special Exception Application, City zoning staff encouraged those opposed to Firetree's halfway house to attend the May 4, 2017 public hearing to fight Firetree's Appeal and Special Exception Application.

32. The ZBA opened the public hearing to consider Firetree's Appeal on May 4 and closed it on June 7, 2017. The ZBA denied Firetree's Appeal by a 4-1 vote.

33. The ZBA held a public hearing on Firetree's Special Exception Application on the evenings of June 28, 2017, July 13, 2017, and July 27, 2017. The hearing was marred by procedural irregularities, discrimination, political pressure, and neighborhood opposition based on stereotypes about persons with disabilities.

34. The zoning record in the Special Exception Application contains a May 8, 2017 e-mail from ZBA Member Keith Lyon to the ZEO. Mr. Lyon wrote in the e-mail that he would oppose both the Appeal and the Special Exception Application because he believed that it was an "outrage" that Firetree had "threatened" the City under the FHA and the ADA. Mr. Lyon did not participate in the ZBA's review of the Special Exception Application, but all other members of the ZBA had access to his e-mail.

35. On June 28, 2017, at the outset of the public hearing, Firetree requested that ZBA Chairman Andrew Conroy recuse himself because of the bias and predetermination that he had demonstrated during proceedings on Firetree's Appeal, including, inter alia, engaging in illegal *ex parte* communications with a Common Council Member opposed to Firetree and criticizing Firetree in an interview given with a newspaper while the public hearing on the Appeal was still open. Mr. Conroy refused to recuse himself.

36. On June 28, 2017, at the outset of the public hearing, Firetree requested that ZBA Member Lee Levey recuse himself because of the bias and predetermination that he had demonstrated during proceedings on Firetree's Appeal, including, inter alia, Mr. Levey's statement that he doubted that halfway houses provide beneficial services. Mr. Levey refused to recuse himself.

37. Throughout the public hearing, Mr. Levey repeatedly questioned Firetree about matters unrelated to zoning or the special exception criteria, including whether Firetree had short-changed the Building Department the proper building permit fee by listing the renovation costs at less than \$630,000. Firetree objected to Mr. Levey's inquiry, but he responded: "It would be very relevant to the City of Norwalk, did they get their proper fee."

38. Despite Chairman Conroy's and Mr. Levey's efforts to undermine Firetree's presentation, Firetree demonstrated that it satisfied each of the three criteria under Building Zone Regulations Section 118-800(C)4 to change one nonconforming use to another nonconforming use: (a) the proposed use is equally appropriate or more appropriate to the zone than the existing nonconforming use; (b) the proposed use will have the same impact or a lesser impact upon the surrounding area than the existing nonconforming use; and (c) the cost of structural alterations to a structure changed to a new nonconforming use shall not exceed 25% of the assessed value of the existing structure.

39. Firetree demonstrated that its proposed halfway house was equally appropriate or more appropriate to the C Residence Zone than Pivot Ministries' halfway house. Specifically, Firetree's proposed halfway house use was equally appropriate because the neighborhood – and the Property in particular – has operated as a halfway house for 40 years. Further, the Building Zone Regulations expressly recognize that halfway houses are appropriate for the C Residence Zone and allow them by special permit. In addition, the ZEO had already issued Firetree the Zoning Permit.

40. Firetree also demonstrated that its proposed halfway house would have a lesser impact on the surrounding neighborhood than Pivot Ministries' halfway house, by reducing

traffic, increasing the amount of off-street parking, having staff on-site 24-hours a day to supervise residents, and renovating the Property to address building deterioration and deferred maintenance issues. Firetree also offered the ZBA a list of 14 conditions of approval that it was willing to accept that would further lessen any potential impact on the neighborhood, including, but not limited to, maintaining an annual average of not more than 15 residents per day, with no more than 17 residents allowed at any one time, to be confirmed by Firetree by filing an annual report with the City.

41. Firetree also provided detailed information establishing that the cost of the structural alterations portion of its renovation work was less than 25% of the assessed value of the structure, meeting the third requirement for special exception approval.

42. Although Firetree believed that it had satisfied all of the special exception criteria, it also requested in writing that the ZBA approve the application as a reasonable accommodation under the FHA and the ADA for the same reasons as Firetree had noted during the Appeal. Specifically, Firetree informed the ZBA that the accommodation was necessary for the therapeutic recovery of its disabled residents, that the accommodation was reasonable, and that the accommodation would ensure that disabled individuals would be afforded an equal opportunity to obtain the housing of their choosing. Firetree also explained that the accommodation was necessary because without it, Firetree would be unable to operate a financially viable facility, would operate at a financial loss, and would be unable to exist at the Property.

43. On June 30, 2017, Firetree commenced the Lawsuit.

44. On July 10, 2017, Mr. Levey wrote to the ZEO to tell her that he had done independent research to obtain copies of the drawings filed by Firetree for the building permits to review whether there were differences between those drawings and the drawings that were received by the ZBA.

45. At the July 13, 2017 public hearing session – the first session since Firetree filed the Lawsuit – Chairman Conroy and ZBA Member Levey made it clear that they would vote to deny Firetree’s Special Exception Application.

46. At the July 13, 2017 public hearing, Chairman Conroy and Mr. Levey pushed to keep the public hearing open another night. First, they sought to establish that the cost of structural alterations had exceeded 25% of the assessed value of the building. Second, they sought to have their counsel discuss the halfway house referral process with the BOP. Upon information and belief, the ZBA’s decision to keep the public hearing open another night was designed to search for reasons to deny the Special Exception Application in retaliation for Firetree’s commencement of the Lawsuit two weeks earlier.

47. On July 18, 2017, the ZBA, through its counsel, requested that Firetree provide additional information regarding renovation costs, including descriptions of construction tasks, dates when the work was performed, the cost of each task, and receipts. The ZBA also requested that the ZEO and the Building Inspector conduct a site inspection.

48. Firetree objected to the request as a pretext for further delay and a thinly veiled attempt to fish for information that it could use to support a denial. Firetree agreed to provide the additional information that was requested and produced a detailed spreadsheet and table demonstrating that the cost of the structural alterations was far less than 25% of the assessed

value of the structure. Firetree also allowed the ZEO and the Building Official to conduct a site inspection at the Property on July 25, 2017, which lasted for about 90 minutes.

49. Based on the additional information that was produced and the results of the site inspection, the ZEO and the Building Official concluded that the structural alteration portion of the renovation costs did not exceed 25% of the assessed value of the existing building.

50. The public hearing on the Special Exception Application resumed on July 27, 2017. Despite the overwhelming evidence that Firetree had satisfied the pertinent regulatory criteria, and despite the concurring opinions of the ZEO and Building Official, some members of the ZBA continued to argue the point at the July 27, 2017 public hearing. Mr. Levey also again raised his question about whether Firetree had paid an appropriate building permit fee with its building permit application. Mr. Levey's argumentative questions at the July 27, 2017 public hearing demonstrated his bias, predetermination, and intent to retaliate against Firetree.

51. Although the ZBA had continued the public hearing from July 13 to July 27 for two reasons only, on July 26, 2017 the ZBA invited City Director of Human Relations and Fair Rent Department Adam Bovilsky to address the ZBA regarding Firetree's request for a reasonable accommodation under the ADA. Mr. Bovilsky responded on July 26 to state that he could not speak specifically to Firetree's request because he had not done an in-depth analysis of the items that had been submitted into the zoning record.

52. On July 27, 2017, Mr. Bovilsky submitted a letter to the ZBA regarding Firetree's request for a reasonable accommodation under the ADA. He wrote that, although he had not reviewed the entire record, based on the documents that he had read it did not appear that Firetree provided enough information as to Firetree's request for a reasonable accommodation,

and that Firetree's request could not be analyzed without more. Mr. Bovilsky appeared at the July 27 public hearing session to discuss his letter. Firetree objected that this last minute exercise was a pretext for the ZBA to fish for reasons to support a denial and was in retaliation for Firetree commencing the Lawsuit.

53. The ZBA closed the public hearing on July 27. It then voted to deny Firetree's Special Exception Application by a vote of 4-1. In its resolution the ZBA concluded that Firetree failed to satisfy one of the three special exception criteria (whether the use is equally appropriate or more appropriate for the zone than the prior nonconforming use). The ZBA's resolution did not address the other two special exception criteria.

54. With regard to Firetree's request for a reasonable accommodation under the FHA and the ADA, the ZBA denial relied on the reasons stated in Mr. Bovilsky's letter and its counsel's communications with the BOP.

55. The ZBA, in its refusal to grant Firetree's request for a reasonable accommodation, did not dispute that Firetree's halfway house would not materially alter the nature of the C Residence Zone.

56. The ZBA, in its refusal to grant Firetree's request for a reasonable accommodation, did not dispute that Firetree's halfway house would not impose an undue financial and administrative burden on the City.

57. The ZBA published legal notice of its denial of the Special Exception Application in *The Hour* newspaper on August 3, 2017.

58. The ZBA's denial of Firetree's Special Exception Application was improper, arbitrary, without reasonable basis, and violated Firetree's rights under federal and state law in one or more of the following respects:

- a. Applying the Building Zone Regulations differently to Firetree and denying the Special Exception Application in retaliation against Firetree for the Lawsuit;
- b. Denying the Special Exception Application based on a subjective and unreasonable application of Connecticut General Statutes § 8-2 and Building Zone Regulations Section 118-800 regarding nonconforming uses;
- c. Denying Firetree the ability to use the Property as a community living arrangement for individuals with disabilities because of the disability or handicap of the people intending to reside there;
- d. Failing to address or refusing to make reasonable accommodations to the City's Building Zone Regulations necessary to allow Firetree to use the Property as a halfway house, which is a permitted use and is consistent with prior uses of the Property and the character of the C Residence Zone. Even if Firetree did not establish that its intended use of the Property was a legal nonconforming use, an accommodation to approve its Special Exception Application was necessary to afford an equal opportunity for disabled persons to obtain the housing of their choosing, and to allow Firetree to provide such housing;

- e. Refusing to make reasonable accommodations to the Building Zone Regulations necessary to approve the Special Exception Application to make the Property available to Firetree where such accommodations would not impose a material alteration to the character of the C Residence Zone or create any undue financial or administrative burdens on the City of Norwalk;

59. Defendants and their agents knew that Firetree's residents have and will continue to have disabilities. The disabled residents who would live at the Norwalk facility have been denied housing that is necessary to ameliorate the effects of their disabilities.

60. But for the accommodations requested by Firetree, Firetree will be unable to operate housing for disabled individuals and the disabled will be denied an equal opportunity to obtain the housing of their choosing.

61. Firetree is aggrieved by the actions of Defendants in that it has been and will continue to be irreparably harmed absent court intervention. Firetree has no other adequate remedy at law, inasmuch as Firetree will continue to be harmed by Defendants' illegal and discriminatory conduct.

**FIRST CLAIM FOR RELIEF**

**(42 U.S.C. § 1983)  
(Against All Defendants)**

62. Firetree's allegations in paragraphs 1 through 61 above are incorporated by reference herein.

63. All acts or omissions of Defendants relevant to this action were performed under color of State law.

64. Firetree and two other plaintiffs commenced the Lawsuit against the ZBA and the ZEO on June 30, 2017 relating to the ZBA's denial of Firetree's Appeal to redress violations of their civil rights, styled *Firetree Ltd., et al. v. City of Norwalk Zoning Board of Appeals, et al.* (No. 3:17-cv-01088) (MPS).

65. The Lawsuit is an activity protected by the First Amendment to the United States Constitution.

66. Defendants denied Firetree's Special Exception Application to retaliate against Firetree for Firetree seeking judicial relief to address violations of its civil rights by bringing the Lawsuit. This retaliation was taken with reckless or callous indifference to Firetree's First Amendment rights.

67. As a direct, legal, and proximate result of Defendant's unlawful and retaliatory conduct, Firetree has been deprived of its right to free speech secured by the Constitution and laws of the United States.

68. The retaliatory acts of the Defendants as described above were intentional, willful, and were motivated on the basis of Firetree's protected activity in filing the Lawsuit.

69. Defendants' retaliatory acts have caused Firetree to suffer, and will continue to cause Firetree to suffer, economic harm that prevents Firetree from fulfilling its mission.

**SECOND CLAIM FOR RELIEF**

**(Connecticut General Statutes § 8-8)  
(Against Defendant ZBA)**

70. Firetree's allegations in paragraphs 1 through 61 above are incorporated by reference herein.

71. As the property owner and applicant, Firetree is statutorily and classically aggrieved by the ZBA's denial of the Special Exception Application for purposes of taking this appeal because it has a specific, personal, and legal interest in the decision and its interests are specifically and injuriously affected by the decision.

72. The ZBA's actions in denying Firetree's Special Exception Application were illegal, arbitrary, capricious, contrary to law and the substantial evidence in the record, and an abuse of the powers vested in the ZBA under the Connecticut General Statutes and City of Norwalk Building Zone Regulations for one or more of the following reasons:

- a. The stated reasons for the ZBA's denial are pretextual and based on retaliation against Firetree for bringing the Lawsuit;
- b. The ZBA denied the Special Exception Application despite the fact that Firetree's intended use of the Property is protected as a legal nonconforming use;
- c. The ZBA improperly determined that Firetree required a tenant occupancy permit to use the Property as a halfway house;
- d. The ZBA, and all other Defendants, are estopped from preventing Firetree's use of the Property as a halfway house, because Defendants' actions were intended to induce Firetree to believe that it could use the

Property as a halfway house; Firetree exercised due diligence to determine whether it could use the Property as a halfway house, including but not limited to contacting municipal officials to explain Firetree's proposed use, obtaining the Zoning Permit, and obtaining a building permit; Firetree had no reason to know that the City would reverse course and deny a certificate of occupancy after the City had already issued Firetree the Zoning Permit and building permit; Firetree changed its position in reliance on Defendants' actions when it purchased the Property, contracted with the BOP, and expended \$630,000 to renovate the Property; and Firetree would suffer substantial loss if Defendants were permitted to negate their actions;

- e. The ZBA's actions deprived Firetree of a fair opportunity to be heard, and violated principles of fundamental fairness;
- f. The ZBA was illegally constituted with at least two members who had conflicts of interest in violation of Connecticut General Statutes § 8-11;
- g. The ZBA was illegally constituted with members who were biased and had illegally predetermined a negative decision on Firetree's appeal;
- h. Members of the ZBA engaged in illegal and prejudicial *ex parte* communications;
- i. The ZBA erroneously concluded that Firetree's proposed use was not equally or more appropriate to the zone than Pivot Ministries' former use; and

j. The ZBA's decision is not reasonably supported in law or fact.

**WHEREFORE**, Firetree respectfully demands judgment as follows:

1. Enter a declaratory judgment finding that the foregoing actions of Defendants constitute retaliation in violation of Firetree's rights under the First Amendment to the United States Constitution.
2. As Firetree has suffered irreparable harm and is without adequate remedy at law, Firetree requests that the Court enter an order (a) requiring that Defendants issue Firetree a certificate of occupancy and any other related permits to use the Property as a halfway house; (b) requiring that Defendants issue Firetree a special exception permit and other related permits to use the Property as a halfway house; and (c) enjoining Defendants from interfering with Firetree's use of the Property as a halfway house.
3. Award Firetree attorneys' fees, costs, and disbursements for bringing this action, pursuant to 42 U.S.C. § 1988.
4. An award of actual damages to Firetree in an amount that would fully compensate it for the frustration of its mission and the diversion of its resources, including but not limited to, the lost value of its contract with the BOP, the money expended to purchase and renovate the Property, and the inability to use its Property to assist the disabled resulting from Defendants' denial;
5. An award of punitive damages in an amount sufficient to deter Defendants from such retaliatory, arbitrary, capricious, and discriminatory acts in the future;

6. As to the Second Claim pursuant to Connecticut General Statutes § 8-8, sustain the administrative appeal of Firetree and direct the City of Norwalk ZBA to issue Firetree a special exception permit and any related permit to allow Firetree to operate the Property as a halfway house; and

7. An award of such other relief as the Court may deem just and proper.

PLAINTIFF,

FIRETREE, LTD.

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