

**UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT**

Office of Fair Housing and Equal Opportunity



**Conciliation Agreement**

UNDER

Title VIII of the Civil Rights Act of 1968,  
as amended by the Fair Housing Amendments Act of 1988

AND

**Voluntary Compliance Agreement**

UNDER

Title VI of the Civil Rights Act of 1964

BETWEEN

The United States  
Department of Housing and Urban Development

AND

  
(Complainant)

AND

The City of Ansonia, Connecticut

(Recipient)

Case Numbers: 01-14-0020-8 (Title VIII), 01-14-0020-6 (Title VI)

**A. PARTIES AND SUBJECT PROPERTY**

- [REDACTED] (“Complainant”).
- City of Ansonia, Connecticut (“Recipient”).
- The subject property is a portion of a plot of land located at 31 to 105 Olson Drive in Ansonia, Connecticut (“subject property”).

**B. STATEMENT OF FACTS**

Complainant filed a complaint with the United States Department of Housing and Urban Development (“the Department” or “HUD”) alleging that Recipient violated §804(a) and §818 of the Fair Housing Act (“the Act”) as amended, 42 U.S.C. 3601 et seq., on the basis of race. Complainant alleges that Recipient violated of Title VI of the Civil Rights Act of 1964, 42 U.S.C §§ 2000d et seq. Specifically, Complainant alleged that Recipient made housing unavailable by interfering with the rebuilding of public housing at the subject property.

The subject property was formerly the location of five public housing buildings, with street addresses at 31 to 105 Olson Drive. The Ansonia Housing Authority has other public housing buildings located on the same parcel of land with addresses of 105 to 165 Olson Drive, and a Community Center at 5 Olson Drive, that are not at issue in the complaint.

Recipient and Complainant agree to settle the claims in the underlying action by entering into this Conciliation Agreement and Voluntary Compliance Agreement (“Agreement”). The Agreement does not constitute an admission by Recipient of a violation of any law, statute, or regulation. This Agreement constitutes complete closure of Complainant’s complaint against the Recipient who signs this Agreement.

**C. TERM OF AGREEMENT**

This Agreement shall govern the conduct of the parties to it for a period of five years from the effective date of the Agreement.

**D. EFFECTIVE DATE**

1. The parties expressly agree that this Agreement constitutes neither a binding contract under state or federal law nor a Conciliation Agreement pursuant to the Act, unless and until such time as it is approved by the U.S. Department of Housing and Urban Development, through the FHEO Region I Director or her designee.
2. This Agreement shall become effective on the date on which it is approved by the Director, Fair Housing and Equal Opportunity (“FHEO”) Region I of the United States Department of Housing and Urban Development (“HUD”).

## **E. GENERAL PROVISIONS**

1. The parties acknowledge that this Agreement is entered into voluntarily and is in full settlement of the disputed complaint. The parties agree this is a full settlement of all claims set forth in the disputed complaint between the parties now existing both known and unknown. The parties affirm that they have read and fully understand the terms set forth herein. No party has been coerced, intimidated, threatened, or in any way forced to become a party to this Agreement.
2. Recipient acknowledges that it has an affirmative duty not to discriminate under the Act, and that it is unlawful to retaliate against any person because that person has made a complaint, testified, assisted, or participated in any manner in a proceeding under the Act. Recipient further acknowledges that any subsequent retaliation or discrimination constitutes both a material breach of this Agreement, and a statutory violation of the Act.
3. This Agreement, after the FHEO Region I Director has approved it, is binding upon Complainant, Recipient, their employees, heirs, successors and assigns and all others in active concert with them.
4. It is understood that, pursuant to Section 810(b)(4) of the Act, upon approval of this Agreement by the FHEO Region I Director, it is a public document.
5. This Agreement does not in any way limit or restrict the Department's authority to investigate any other complaint involving Recipient made pursuant to the Fair Housing Act, or any other complaint within the Department's jurisdiction.
6. No amendment to, modification of, or waiver of any provisions of this Agreement shall be effective unless: (a) all signatories or their successors to the Agreement agree in writing to the amendment, modification or waiver; (b) the amendment, modification or waiver is in writing; and (c) the amendment, modification or waiver is approved and signed by the FHEO Region I Director, except as provided in individual provisions.
7. The parties and their counsel agree that, in the interest of prompt conclusion of this matter, the execution of this Agreement may be accomplished by the parties' signatures on separate pages with the original executed Signature Pages to be attached to the body of this Agreement to constitute one document.
8. Complainant hereby forever waives, releases, and covenants not to sue the Department or Recipient, their heirs, executors, assigns, agents, employees, insurers, directors, officers, representatives, successors and attorneys with regard to any and all claims, damages and injuries of whatever nature, whether presently known or unknown, arising out of the subject matter of HUD Case Numbers 01-14-0020-8 and 01-14-0020-6, or which could have been filed in any action or suit arising from said subject matter.
9. Recipient hereby forever waives, releases, and covenants not to sue the Department or Complainant and their heirs, executors, assigns, agents, employees, insurers, directors,

officers, representatives, successors, and attorneys with regard to any and all claims, damages and injuries of whatever nature whether presently known or unknown, arising out of the subject matter of HUD Case Number 01-14-0020-8 and 01-14-0020-6, or which could have been filed in any action or suit arising from said subject matter.

#### **F. SPECIFIC RELIEF**

Recipient shall appoint Complainant as a member of the building committee which the Recipient shall establish, pursuant to the laws, ordinances and rules of the City of Ansonia, to oversee the building of structures on the subject property. Recipient shall begin efforts to establish such committee within sixty (60) days of the effective date of this Agreement. All meetings of the building committee shall be open to the public and all records of committee action, including meeting notices, agendas, minutes, and resolutions, shall be public documents, posted on Recipient's website. The committee, of which Complainant will be a member, will have the right to go into executive session for the purposes set forth in Connecticut state law.

#### **G. AFFIRMATIVE RELIEF**

1. Recipient promises to refrain from any act that would constitute a violation of the Fair Housing Act.
2. Recipient promises not to retaliate against Complainant or any person who participated in the investigation.
3. Recipient agrees to retain and make available records that would demonstrate that they have complied with the affirmative obligations under this Agreement.
4. Recipient, through the office of the Mayor, promises to support the Ansonia Housing Authority in the redevelopment of affordable housing on the subject property. Recipient acknowledges that such redevelopment may occur in multiple phases, with the rebuilding to occur pursuant to the redevelopment schedule set forth in the plan of redevelopment of the subject property.
5. On or before July 15, 2014, Recipient shall issue an official statement of support for the redevelopment of affordable housing on the subject property. Recipient shall publicize the statement through the usual channels, including but not limited to publication in the local newspaper and posting on the official website of the City of Ansonia. Recipient shall provide copies of the official statement to the board of alderman, the planning and zoning commission, the Ansonia Housing Authority and the Department. The deadline may be extended with prior approval from the FHEO Region I Director.
6. Recipient shall designate a responsible official as a contact for the public, media, and other sources who may have questions or desire input in the rebuilding efforts and the Recipient's support of such efforts.

7. Recipient promises to cooperate with the Ansonia Housing Authority to further the redevelopment efforts at the subject property. Recipient shall write letters of support for any funding or grant applications and provide other support as needed. Recipient shall provide copies of such documents to the Department.
8. Recipient shall seek out sources of funding for the rebuilding efforts. Recipient shall apply for funding from the State of Connecticut and other sources. Recipient shall provide copies of the applications to the Department.
9. Recipient shall take any other steps within its power and the bounds of the law to advance progress of the redevelopment efforts. Recipient shall notify the Department should problems arise that Recipient does not have the power to rectify.
10. Recipient shall prepare an appropriate resolution to be presented to the Board of Alderman for the repeal of a specific bond authorization which authorization was approved by the voters of the City of Ansonia at the general election conducted on November 5, 2013, and was listed on the ballot as Question 6. Said resolution to be presented to the Board of Alderman on or before June 30, 2014 with action by the Board of Alderman to have been completed on or before September 30, 2014.
11. Recipient shall prepare reports on the redevelopment of the property, which reports shall be sent to the Department every one hundred twenty (120) days beginning ninety (90) days after the public announcement of the redevelopment of the property as set forth in Paragraph 5 above, said reports to continue until construction of the first dwelling unit is completed. The reports are public documents and Recipient shall provide copies at no cost to any individual who makes a request for such copies.

#### **H. MONITORING AND REPORTING**

The Department shall determine compliance with the terms of this Agreement. During the term of this Agreement, HUD may review compliance with this Agreement. As part of such review, HUD may conduct inspections, examine witnesses, and copy pertinent records of Recipient. Recipient agrees to provide full cooperation in any monitoring review undertaken by HUD to ensure compliance with this Agreement.

All documentation required to be submitted to the Department under the Agreement shall be mailed to:

Susan M. Forward, Region I Director  
United States Department of Housing and Urban Development  
Office of Fair Housing and Equal Opportunity  
Thomas P. O'Neil Jr. Federal Building  
10 Causeway Street, Room 321  
Boston, MA. 02222-1092

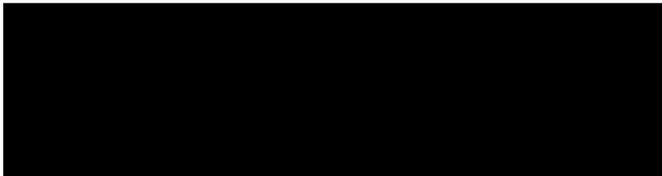
**I. CONSEQUENCES OF BREACH**

Whenever the Department has reasonable cause to believe that Respondent has materially breached this Agreement, the matter may be referred to the Attorney General of the United States to commence a civil action in the appropriate U. S. District Court pursuant to §§ 810(c) and 814(b)(2) of the Act.

**J. SIGNATURES**

\_\_\_\_\_  
David S. Cassetti  
Mayor

\_\_\_\_\_  
Date



\_\_\_\_\_  
5/6/14  
Date

**K. APPROVAL**

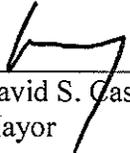
\_\_\_\_\_  
Susan M. Forward  
Region I Director  
Office of Fair Housing and Equal Opportunity

\_\_\_\_\_  
Date

**I. CONSEQUENCES OF BREACH**

Whenever the Department has reasonable cause to believe that Respondent has materially breached this Agreement, the matter may be referred to the Attorney General of the United States to commence a civil action in the appropriate U. S. District Court pursuant to §§ 810(c) and 814(b)(2) of the Act.

**J. SIGNATURES**

  
\_\_\_\_\_  
David S. Cassetti  
Mayor

5-14-14  
\_\_\_\_\_  
Date

\_\_\_\_\_  


\_\_\_\_\_  
Date

**K. APPROVAL**

\_\_\_\_\_  
Susan M. Forward  
Region I Director  
Office of Fair Housing and Equal Opportunity

\_\_\_\_\_  
Date

**I. CONSEQUENCES OF BREACH**

Whenever the Department has reasonable cause to believe that Respondent has materially breached this Agreement, the matter may be referred to the Attorney General of the United States to commence a civil action in the appropriate U. S. District Court pursuant to §§ 810(c) and 814(b)(2) of the Act.

**J. SIGNATURES**

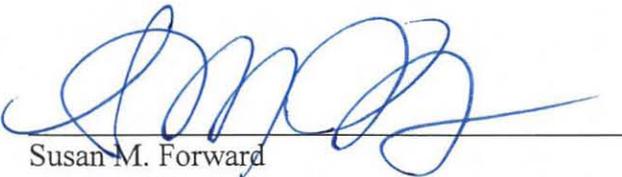
\_\_\_\_\_  
David S. Cassetti  
Mayor

\_\_\_\_\_  
Date

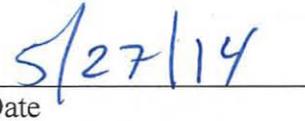
\_\_\_\_\_

\_\_\_\_\_  
Date

**K. APPROVAL**

  
\_\_\_\_\_  
Susan M. Forward

Region I Director  
Office of Fair Housing and Equal Opportunity

  
\_\_\_\_\_  
Date