

UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

**CONCILIATION AGREEMENT AND VOLUNTARY COMPLIANCE
AGREEMENT**

Under

THE FAIR HOUSING ACT

And

SECTION 504 OF THE REHABILITATION ACT OF 1973

And

THE AMERICANS WITH DISABILITIES ACT OF 1990

Between

**Gerald Mackrella
("Complainant Mackrella")**

And

**[REDACTED]
("Complainant [REDACTED]")**

And

**David Urban
("Complainant Urban")**

And

**Fair Housing Partnership of Greater Pittsburgh
("Complainant FHP")
(Collectively, "Complainants")**

And

**West View Borough, Pennsylvania
("Recipient West View")**

**Approved by the FHEO Regional Director on behalf of the United States
Department of Housing and Urban Development
FHEO CASE NUMBERS: 03-21-7820-8/4/D; 03-21-8717-8/4/D; 03-21-9002-8/4/D**

A. PARTIES AND SUBJECT PROPERTY

Complainants:

Gerald Mackrella
231 Martsolf Avenue
Pittsburgh, PA 15229

[REDACTED]
[REDACTED]
Pittsburgh, PA 15229

David Urban
60 Lakewood Avenue
Pittsburgh, PA 15229

Fair Housing Partnership of Greater Pittsburgh
2840 Liberty Avenue, Suite 205
Pittsburg, PA 15222

Complainants' Representative

Kevin Quisenberry, Esq.
Jacqueline Perlow, Esq.
Community Justice Project
100 Fifth Avenue, Suite 900
Pittsburgh, PA 15222

Recipient:

West View Borough, Pennsylvania
c/o John R. Henry, Mayor
441 Perry Highway
Pittsburgh, PA 15229

Recipient's Representative:

Mark R. Hamilton, Esq.
Summers, McDonnell, Hudock, Guthrie & Rauch, P.C.
707 Grant St., Suite 2400
Pittsburgh, PA 15219

Subject Properties:

231 Martsolf Avenue
Pittsburgh, PA 15229

98 Frankfort Avenue
Pittsburgh, PA 15229

60 Lakewood Avenue
Pittsburgh, PA 15229

B. STATEMENT OF FACTS

1. Complainant Mackrella filed a complaint with the United States Department of Housing and Urban Development (“Department”) on February 8, 2021. The Department referred the complaint to The Pittsburgh Commission on Human Relations on February 9, 2021, and subsequently reactivated it for investigation at the Department on March 2, 2021. The complaint alleges Recipient violated Sections 804(f)(1)(B), 804(f)(2)(A), and 804(f)(3)(B) of Title VIII of the Civil Rights Act of 1968 as amended by the Fair Housing Act of 1988 (“Act”) by refusing to grant a reasonable accommodation for a reserved parking space. The complaint was amended on November 22, 2022 to add alleged violations of Section 504 of the Rehabilitation Act of 1973 (“Section 504”) and The Americans with Disabilities Act of 1990 (“ADA”).
2. Complainant █████ filed a complaint with the Department on June 8, 2021 alleging Recipient violated Sections 804(f)(1)(B), 804(f)(2)(A), and 804(f)(3)(B) of the Act, Section 504, and the ADA.
3. Complainant Urban filed a complaint with the Department on July 14, 2021 alleging Recipient violated Sections 804(f)(1)(B), 804(f)(2)(A), and 804(f)(3)(B) of the Act, Section 504, and the ADA.
4. Recipient West View is a local municipality that enforces parking regulations on public streets outside the subject properties.
5. Recipient West View is a recipient of federal funding from the Department.
6. Recipient denies they engaged in any discriminatory housing practices but agrees to settle the disputed claims in the underlying action by entering into this Conciliation and Voluntary Compliance Agreement. It is understood by all parties that this Agreement does not constitute an admission by Recipient of any violation of the Act, and that the Department has made no findings on the merits of the complaint.

C. TERM OF AGREEMENT

This Conciliation and Voluntary Compliance Agreement (hereinafter “Agreement”) shall govern the conduct of the parties to it, and compliance with the Agreement shall be monitored by the Fair Housing and Equal Opportunity (“FHEO”) Regional Director or his or her designee for a period of two (2) year from the Effective Date of this 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, or Voluntary Compliance Agreement, pursuant to the Act, unless and until such time as it is approved by the Department, through the FHEO Regional Director or his or her designee.
2. This Agreement is not effective unless all signatories have signed. This Agreement shall become effective on the date on which it is approved by the FHEO Regional Director or his or her designee.

E. GENERAL PROVISIONS

1. The parties acknowledge that this Agreement is a voluntary and full settlement of the disputed complaint. 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. The Recipient acknowledges they have 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 any subsequent retaliation or discrimination constitutes both a material breach of this Agreement, and a statutory violation of the Act.
3. This Agreement, after it has been approved by the FHEO Regional Director, or his or her designee, is binding upon Recipient, their employees, heirs, successors, and assigns and all others in active concert with him in the ownership or operation of the subject property.
4. It is understood that, pursuant to Section 810(b)(4) of the Act, upon approval of this Agreement by the FHEO Regional Director or his or her designee, 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 Act, or any other complaint within the Department's jurisdiction.
6. No amendment to, modification of, or waiver of any provisions of this Agreement will 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 Regional Director or his or her designee.

7. The parties agree that the execution of this Agreement may be accomplished by separate execution of consents to this Agreement, and that the original executed signature pages attached to the body of the Agreement constitute one document.
8. Complainants hereby forever waive, release, and covenant not to sue the Department or Recipient, their heirs, executors, assigns, agents, employees 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 03-21-7820-8/4/D, 03-21-8717-8/4/D, and 03-21-9002-8/4/D, 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 Complainants, and their successors, assigns, agents, officers, board members, employees 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 03-21-7820-8/4/D, 03-21-8717-8/4/D, and 03-21-9002-8/4/D, or which could have been filed in any action or suit arising from said subject matter.

F. RELIEF FOR COMPLAINANTS

1. Within twenty (20) days of the Effective Date of this Agreement, Recipient agrees to pay Complainants the total sum of Eighty-Seven Thousand Five Hundred Dollars (\$87,500.00). This amount shall be paid by check, made payable to Community Justice Project and delivered to the following address, with delivery to be coordinated by Counsel for the Parties:

Community Justice Project
100 Fifth Avenue, Suite 900
Pittsburg, PA 15222

2. All parties acknowledge that Complainants' reasonable accommodation requests for assigned parking, outside the subject properties they reside, have been approved and provided prior to the execution of this Agreement. These assigned parking spots shall remain in effect until Recipient, in accordance with Section G of this Agreement, has amended Ordinance No. 1503. After amended Ordinance No. 1503 goes into effect Complainants may apply for assigned parking in accordance with this Ordinance. Complainants assigned parking will remain in effect pending this application process.

G. RELIEF IN THE PUBLIC INTEREST

1. Within sixty (60) days of the Effective Date of this Agreement, Recipient will enact proposed legislation to amend Ordinance No. 1503 in a manner that complies with federal civil rights laws and with language mutually agreed upon by the Department and Recipient.
2. Within ninety (90) days of the Effective Date of this Agreement, Recipient shall modify, if necessary, their Reasonable Accommodation policies to comply with all applicable laws.

3. Within ninety (90) days of the effective date of this Agreement, all Recipient council members and/or staff with the responsibility for receiving, reviewing, and/or making decisions regarding reasonable accommodations shall attend at least 2 hours of training on the Federal Fair Housing Act. At least thirty (30) days prior to the training, Recipient shall submit to the Department for approval the name of the trainer, qualifications of the trainer, and a general description of the training and materials (presentation agenda or PowerPoint slides) that will be used to fulfill the training requirement. Recipient shall provide the Department with copies of the certificates of attendance.
4. As of the date this agreement is executed, Recipient agrees to maintain a reasonable accommodation and reasonable modification log of the following information for all Reasonable Accommodation and Reasonable Modification requests received by the Respondent: (1) the requestor's name, address and telephone number; (2) the date a request is received; (3) the outcome of the request and the date the approval/disapproval was communicated to the requestor, (4) if the accommodation is approved, a brief description of the accommodation; and (5) a brief description of the reason for denial, if denied. Respondent agrees to make the reasonable accommodation log available to the Department upon request. This may be accomplished via a Microsoft Excel spreadsheet.
5. Recipient agrees to comply with all the provisions of the Act, Section 504, and the ADA. Recipient acknowledges that the Act, Section 504, and the ADA make it unlawful to discriminate on the basis of disability and further make it unlawful to refuse to make reasonable accommodations in rules, policies, practices, or services, when such accommodations may be necessary to afford people with disabilities an equal opportunity to use and enjoy a dwelling.

H. MONITORING

1. The Department shall determine compliance with the terms of this Agreement. During the Term of the Agreement, HUD may review compliance with this Agreement. As part of such review, HUD may inspect Recipient's property identified in Section A of this Agreement, examine witnesses and copy pertinent records of Recipient. Recipient agrees to provide their full cooperation in any monitoring review undertaken by HUD to ensure compliance with this Agreement.

I. REPORTING AND RECORDKEEPING

1. Unless otherwise specified above, within ten (10) days of completing the required items in sections F and G, Recipient shall provide the Department with a signed certification stating that the item has been completed as required and evidence demonstrating compliance with the item.
2. All required certifications and documentation of compliance must be submitted to:

Rachel Leith
Enforcement Branch Chief, Region III
U.S. Department of Housing and Urban Development
Enforcement03@hud.gov

J. CONSEQUENCES OF BREACH

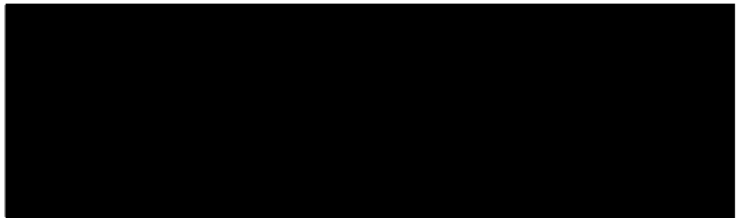
1. Complainants may not file an enforcement action for breach of this Agreement unless they have first provided the Borough with a notice of dispute, which shall trigger an obligation for good faith negotiations between the Borough and Complainants regarding the issue(s) in dispute. The period for informal negotiations shall not exceed thirty (30) days from the time the Complainants send the notice of dispute, unless that period is modified by written agreement of the Borough and Complainants.
2. Whenever the Department has reasonable cause to believe that the Recipient has breached this Agreement, the matter may be referred to the Attorney General of the United States with a recommendation to commence a civil action in the appropriate U.S. District Court, pursuant to 42 U.S.C. §§ 3610(c) and 3614(b)(2), after the Department has informed the Recipient of the potential breach and the Recipient has not corrected the situation. The Complainants also may enforce this Agreement and may bring a claim based on breach of this Agreement pursuant to 42 U.S.C. § 3613, provided however, that Complainants have provided notice and attempted to resolve their dispute as set forth in this paragraph prior to seeking enforcement in a court of law.

K. SIGNATURES

By signing below, the signatories agree that they intend to be legally bound and represent that they have the authority to execute this Agreement on behalf of the party they are signing for.

Gerald S. Mackrella
Gerald Mackrella
Complainant

3/15/23
Date



3-15-23
Date

David M. Urban
David Urban
Complainant

3-15-23
Date

Meg Corp. HQ
Fair Housing Partnership of Greater Pittsburgh
Complainant

3/15/2023
Date

MEGAN CONFER-HAMMOND
Print Name

EXECUTIVE DIRECTOR
Print Title

K. SIGNATURES

By signing below, the signatories agree that they intend to be legally bound and represent that they have the authority to execute this Agreement on behalf of the party they are signing for.

Bruce A Fromlak
West View Borough, Pennsylvania
Recipient

March 22, 2023
Date

Bruce A Fromlak
Print Name

Chief of Police / Manager
Print Title

L. APPROVAL

Carolyn Punter

Carolyn Punter
Regional Director
U.S. Department of Housing and Urban Development
Region III

3/23/2023

Date