





35.151(b),(c),(e)(1) and (e)(2) and 28 C.F.R. Part 36, App. A, the ADAAG.<sup>4</sup> No portion of any curb ramp shall have a cross slope exceeding 2%. This provision notwithstanding, the City makes no admission concerning the applicability of a 2% limit for cross slopes to curb ramps.

2. The City of Meadville also shall ensure that curb ramps<sup>5</sup> complying with these requirements shall be installed into all resurfaced intersections of "streets, roads, highways, sidewalks and paths during year 2005."<sup>6</sup> Also, these curb ramps shall be installed into intersections of each cross street that intersects with the alteration or resurfacing, so that sidewalks running parallel with the alteration or resurfacing are fully accessible to mobility-impaired persons with disabilities. The City of Meadville shall ensure that all bids and contracts for such work shall include the specific requirements of the Americans with Disability Act set out above; provided however, that contracts as to projects already advertised shall be consistent with the terms of the bid advertisement. Meadville shall issue an addendum to those bids limiting cross slope to 2% and requiring level landings at the top of each ramp. The City shall ensure that all indicated ramps are installed during 2005. **Annual Reports of Compliance.** On or before January 31 2006, the City of Meadville shall file a written report with the Court and with plaintiffs' Counsel, listing each

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<sup>4</sup> The City of Meadville has chosen to follow the ADAAG standards rather than the UFAS standards. See United States Department of Justice ADA Title II Technical Assistance Manual, Section II-6.2100.

<sup>5</sup> As used throughout this Consent Decree, the term "curb ramp" includes curb cuts, wheelchair ramps, and any other sloped areas at the intersection of pedestrian walkways with streets, alleys, roads, highways and all other pathways.

<sup>6</sup> These are the relevant "facilities" as defined by the United States Department of Justice in its ADA Title II Technical Assistance Manual § II-6.6000.

intersection resurfaced during year 2005, and listing each sidewalk altered, constructed or resurfaced during year 2005, and stating where new curb ramps have been installed as a part of these projects. Each report will contain a sworn certification that the City of Meadville has inspected each such project and that each sidewalk section and each corner in each project contains curb ramps that meet all standards set out in this paragraph.

3. **Retrofitting Year 2003 Resurfacing.** During year 2003, Meadville resurfaced Lincoln Avenue, including the intersections of Lincoln Avenue with Roger's Ferry, Lyons, Kearney, Race, and Spring. At each of these intersections, the City of Meadville shall ensure that they are retrofitted to comply with all Americans with Disability Act requirements, including those set out above. Compliant ramps shall be installed on all corners of each of these intersections. The City of Meadville shall ensure that all bids and contracts for such work shall include these specific requirements. **Time Frame.** All of this retrofitting shall be completed no later than the end of year 2005. **Report.** No later than January 31, 2006, the City of Meadville shall file with the Court and with plaintiffs' counsel a report containing at a minimum, a listing of the locations of each curb ramp retrofitted, and a certification that the ramps meet all ADA/ADAAG standards set out above. The report shall contain a sworn certification that all information included therein is accurate.

4. **Potential Exceptions as to Running Slope of Curb Ramps.** To the maximum extent feasible, no portion of any curb ramp shall have a running slope in excess of 1:12 (8.33%). At any time, if Meadville believes that any portion of the running slope of a curb ramp must exceed 8.33%, Meadville shall use the dispute resolution process set out below

5. **Level Landings and Potential Exceptions.** To the maximum extent feasible, Meadville shall ensure that each curb ramp constructed during 2005 has at its top a level landing of at least 48 inches by 48 inches, with no portion of any slope in any direction exceeding 2%. In the event that Meadville believes this is not possible, for example due to a situation as shown in the ADAAG Figure 12(a), then, to the maximum extent feasible, the City shall install a parallel ramp or a combination ramp. If Meadville believes this is not possible, it shall use the dispute resolution process set out below.

6. **Dispute Resolution: Potential Exceptions Pursuant to 28 C.F.R. Part 36, App. A § 4.1.6(j).** The parties agree that the ADAAG at 28 C.F.R. Part 36, App. A § 4.1.6(j) and 4.1.1.5(a); 4.1.6(3); and 28 C.F.R. § 35.151(c), to the extent applicable, shall be the standard to judge allegations that construction or alterations can not meet in full the construction and design standards set out in the paragraphs above. Any time during the life of this Consent Decree that the City of Meadville believes that any particular intersection prohibits construction or alteration in full compliance with each of the standards set out above, the City of Meadville within ten (10) days of discovery of the intersection corner shall inform plaintiffs' counsel in writing. This writing shall list which engineer(s) have reviewed the intersection, the location of the intersection, and a statement of which standard(s) allegedly can not be met, why not, and how much of a deviation from the standard(s) is contemplated.<sup>7</sup> The City shall include a detailed drawing(s) of each such proposed deviant ramp, with the proposed final measurements for each direct slope, cross-

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<sup>7</sup> Special attention shall be given to the measurements of the direct slope, the cross-slope, the juncture of the ramp and the street, and the level landing at the top of each ramp.

slope, lip and level landing. The parties shall allow at least 15 days from the postmark of the written notification to attempt to resolve the matter. The goal is that any disputed corner or ramp is to be built during year 2005. Thus, it is important that the City notify plaintiffs of a potential problem promptly. The City of Meadville shall not allow the issue to remain unresolved so long that the ramp is not installed during year 2005. **Unresolved Disputes**. The parties expressly agree that Judge McLaughlin shall have jurisdiction to resolve any disputes under the terms of this paragraph. If the dispute can not be resolved during the 15 day period, the parties may submit written letter briefs to Judge McLaughlin. When one side submits such a brief, the other side shall be permitted 10 days to submit an opposing brief, if it wishes. Judge McLaughlin's decision under this paragraph shall be treated as any decision by the Trial Court.

**IT IS HEREBY ORDERED** that this **CONSENT DECREE** is **ENTERED** this \_\_\_\_\_ day of May, 2005.

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 JUDGE MCLAUGHLIN  
 UNITED STATES DISTRICT COURT

**CERTIFICATE OF SERVICE**

I certify that on the 12<sup>th</sup> day of May, 2005, I served a copy of the All Parties' Joint Motion for Entry of Consent Decree on the following individual and in the manner stated below:

**U.S. First Class Mail, Postage Prepaid:**

David L. Hotchkiss, Esquire  
Culbertson, Weiss, Schetroma & Schug, P.C.  
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Respectfully submitted,

ELDERKIN, MARTIN, KELLY & MESSINA

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