



United States Department of Justice

*United States Attorney
District of Maine*

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June 9, 2022

Via Certified Mail & Email

Stan Hackett
Code Enforcement Officer
Town of Limerick
55 Washington St.
Limerick, ME 04048
CEO@limerickme.org

Re: Americans with Disabilities Act Investigation of Limerick Brick Town Hall (DJ
No. 204-34-76)

Dear Mr. Hackett:

I am directing this letter to you per the Town's letter dated January 31, 2022 requesting that all communication from this office be directed to you.

Please see enclosed a draft settlement agreement in the above-captioned ADA investigation. This office's view is that it is in each party's best interest, and the public interest, to resolve this investigation short of litigation. Please share the contents of this letter with the Limerick Board of Officials and/or any persons authorized to act on behalf of the Town. Additionally, I would like to schedule a time to discuss the contents of this correspondence with the relevant person(s) with authority to act on behalf of the Town at a mutually convenient time in advance of any forthcoming annual or special Town meetings.

Thank you for your anticipated cooperation and attention. Please do not hesitate to contact me with any questions. I can be reached at (207) 771-3219 and katelyn.saner@usdoj.gov.

Encl.

Very truly yours,

DARCIE N. MCELWEE
UNITED STATES ATTORNEY

/s/ Katelyn E. Saner
Katelyn E. Saner
Assistant United States Attorney



**SETTLEMENT AGREEMENT
UNDER THE AMERICANS WITH DISABILITIES ACT
BETWEEN
THE UNITED STATES OF AMERICA
AND
THE TOWN OF LIMERICK, MAINE
(DJ NO. 204-34-76)**

I. INTRODUCTION AND BACKGROUND

1. The parties to this Settlement Agreement (the “Agreement”) are the United States of America (the “United States”) and the Town of Limerick, Maine (the “Town”) (together with the United States, the “Parties”).
2. The Town is the entity responsible for the Brick Town Hall (the “Brick Town Hall”) located at 55 Washington Street, Limerick, Maine 04048.
3. The Town is a public entity within the meaning of the Americans with Disabilities Act of 1990, as amended (“Title II” and “ADA”), 42 U.S.C. §§ 12131-12134.
4. The Town operates services, programs, and activities at the Brick Town Hall within the meaning of Title II, including an annual Town meeting at which every registered voter in Town may vote in the election of Town officials and in Town affairs.
5. The United States Attorney’s Office for the District of Maine, a component of the United States Department of Justice (the “Department”), opened an investigation (DJ No. 204-34-76) into the Brick Town Hall under Title II of ADA, and Title II’s implementing regulation, 28 C.F.R. Part 35, upon receipt of a complaint (the “Complaint”) from an individual with a mobility impairment (the “Complainant”).
6. Individuals with mobility impairments have disabilities within the meaning of the ADA where those impairments substantially limit one or more major life activities of such individuals, including walking. 42 U.S.C. § 12102(2).
7. The Brick Town Hall is a three-story building. Access to the second and third floors of the Brick Town Hall is via stairs. The Complainant alleges that he was not able to vote at the Town’s annual meeting in 2021. The Complainant alleges he was told that the first floor of the Brick Town Hall was full, and that he had to go upstairs to

the second floor of the Brick Town Hall to vote. The Complainant alleges that he was not able to get upstairs.

8. Title II of the ADA bars discrimination against persons with disabilities by public entities, 42 U.S.C. § 12132, and establishes that “no qualified individual with a disability shall, because a public entity’s facilities are inaccessible to or unusable by individuals with disabilities, be excluded from participation in, or be denied the benefits of the services, programs, or activities of a public entity, or be subjected to discrimination by a public entity.” 28 C.F.R. § 35.149.
9. The United States is authorized to investigate alleged violations of Title II of the ADA, conduct compliance reviews of public entities, where appropriate, attempt informal resolution, and if informal resolution is not achieved and a violation found, issue a Letter of Findings to the public entity. 28 C.F.R. § 35.172. If the United States fails to secure voluntary compliance, the Attorney General is authorized under 42 U.S.C. § 12133 to bring a civil action enforcing Title II of the ADA.
10. The Parties agree that it is in their respective best interests, and the United States believes that it is in the public interest, to resolve this dispute without litigation by entering into this Agreement.
11. In consideration of, and consistent with, the terms of this Agreement, the United States agrees to refrain from filing a civil suit in this matter, except as provided in Paragraph 22.

II. REMEDIAL ACTIONS TO BE TAKEN BY THE TOWN

A. Access to Voting.

12. The Town shall not exclude individuals with disabilities from participation in or deny them the benefits of voting at the Town’s annual meetings, or any special Town meetings. 42 U.S.C. § 12132; 28 C.F.R. §§ 35.130, 35.149.
13. Paragraphs 13.a through 13.c identify modifications to improve accessibility at the Brick Town Hall for persons with mobility impairments. The Town agrees to complete all of these modifications by no later than December 31, 2022.
 - a. Brick Town Hall Parking Area in Back
 - i. The right-most parking space with an access aisle on each side is not identified with a van accessible sign. The Town will ensure that this space is identified with a sign displaying the International Symbol of Accessibility that contains the designation “van accessible.” The sign shall be 60 inches minimum above the ground surface measured to the bottom of the sign. *See* 2010 Standards §§ 216.5, 502.6.

- ii. The ground surface of the accessible parking spaces and/or access aisles contains pavement gaps that are more than ½ inch wide. The Town will ensure that the pavement gaps of the accessible parking spaces and/or access aisles are no more than ½ inch wide. *See* 2010 Standards § 302.3.

b. Exterior Route to Brick Town Hall Entrance (Including Ramp and Concrete Walkway)

- i. The ramp that runs from the front entry landing to the concrete walkway contains a section with a running slope of approximately 1:10.9 (9.2%). The Town will ensure that the running slope of this ramp is no greater than 1:12 (8.33%) at all points. *See* 2010 Standards § 405.2.
- ii. The concrete walkway that runs from the ramp to the asphalt paved parking lot contains a section with a running slope of approximately 1:15.3 (6.5%). The Town will ensure that the running slope of this walking surface is no greater than 1:20 (5%) at all points. *See* 2010 Standards § 403.3.
- iii. There is an approximately 7-inch gap where the concrete walkway meets the asphalt paved parking lot. The gap contains grass which is not firm, stable, and/or slip-resistant. The Town will ensure that this gap is made to be firm, stable, and slip-resistant, and that the change in level between the concrete walkway and the asphalt paved parking lot does not exceed ½ inch vertical. *See* 2010 Standards §§ 206.2.2, 402.2, 403.2, 302.1, 302.3.

c. Brick Town Hall Front Entrance

- i. The change in level at the front door is greater than ½ inch vertical. The Town will ensure that this change in level does not exceed ½ inch vertical. *See* 2010 Standards §§ 206.2.2, 402.2, 403.4, 303.
 - ii. The front entry door has an automatic door opener. The front entry door shall thus comply with all the requirements set forth in 2010 Standards § 404.3.
14. The Town agrees that it will not hold any annual or special Town meetings at the Brick Town Hall until it has completed all of the modifications listed in Paragraph 13.a through 13.c.
15. For all annual or special Town meetings held at the Brick Town Hall after the Effective Date of this Agreement, the Town agrees that it will take all steps necessary to ensure that persons with mobility impairments who cannot access the

second or third story of the Brick Town Hall are able to vote on the first floor of the Brick Town Hall.

16. In the event that that the Town chooses to renovate the Brick Town Hall or to construct new Town buildings, the Town agrees that any newly-constructed or renovated building shall comply with the requirements of the ADA and the relevant ADA Standards for Accessible Design, 28 C.F.R. pt. 36, App. A.

B. Program Access to Town Services, Programs, and Activities.

17. Within three (3) months after the Effective Date (defined herein) of this Agreement, the Town shall submit to the United States a written policy for program accessibility to ensure that all services, programs, and activities held at the Brick Town Hall are readily accessible to and usable by persons with mobility impairments (the "Policy"). Upon approval by the United States, the Town shall promptly adopt the Policy and shall also publish Policy on the Town's website.

III. COMPLIANCE & ENFORCEMENT

18. **Maintenance of Accessible Features.** In addition to the specific requirements set forth in this Agreement, the Town shall ensure that all accessible features of the Brick Town Hall are maintained in operable working condition, within the meaning of 28 C.F.R. § 36.211.
19. **Inspection.** The United States may review compliance with this Agreement at any time. The Town shall permit the United States and any person acting on its behalf unlimited access to the Brick Town Hall to review compliance with the Agreement, provided that such access does not unreasonably interfere with the management and operation of the Brick Town Hall.
20. **Compliance Reports.** Within three (3) months of the Effective Date of this Agreement, and then every three (3) months thereafter during the term of this Agreement, the Town shall submit compliance reports to the United States Attorney's Office, detailing the actions taken to comply with this Agreement. Such reports shall reference the physical barriers that have been modified. Each report shall include photographs of modifications required by this Agreement. Such reports are essential to the enforcement of this Agreement.
21. **Communication.** Until further written notice by either party, all notices, demands, reports, or other communication to be provided pursuant to this Agreement to the United States or to the Town shall be in writing and shall be delivered, respectively, by U.S. Mail or electronic mail to the following:

Katelyn E. Saner
Assistant U.S. Attorney
U.S. Attorney's Office

100 Middle Street
East Tower, Sixth Floor
Portland, ME 04101
email: katelyn.saner@usdoj.gov

Stan Hackett
Code Enforcement Officer
Town of Limerick
55 Washington Street
Limerick, ME 04048
email: CEO@limerickme.org

22. **Enforcement.** If the United States believes that this Agreement or any requirement thereof has been violated, it agrees to notify the Town, via its counsel, in writing of the specific violation(s) alleged. The Town shall have thirty (30) days from its receipt of the notice to cure and/or respond in writing to the United States regarding the alleged violation(s). If, after further discussion with the Town, the United States believes that the Town has violated the Agreement, the United States may institute a civil action to enforce this Agreement or Title II of the ADA in federal district court.

IV. GENERAL PROVISIONS

23. **Non-Waiver.** Failure by the United States to enforce any provision or any deadline within this Agreement shall not be construed as a waiver of its right to enforce any such provision or deadline. Similarly, failure by the United States to enforce any provision or any deadline within this Agreement shall not be construed as a waiver of its rights to enforce any other deadline or provision of this Agreement.
24. **Severability.** If any provision of this Agreement is determined by any court to be unenforceable, the other terms of this Agreement shall nonetheless remain in full force and effect, provided however, that if the severance of any such provision materially alters the rights or obligations of the Parties, the United States and the Town shall engage in good faith negotiations in order to adopt such mutually agreeable amendments to this Agreement as may be necessary to restore the Parties as closely as possible to the initially agreed-upon relative rights and obligations.
25. **Effective Date and Term.** The effective date (“Effective Date”) of this Agreement is the date of the last signature below. This Agreement shall remain in effect for three (3) years from the Effective Date.
26. **Authority to Bind.** The person signing for the Town represents that he or she is authorized to bind the Town to this Agreement.

27. **Counterparts.** This Agreement may be executed in counterparts, each of which constitutes an original and all of which constitute one and the same Agreement. Electronically transmitted signatures shall constitute acceptable, binding signatures for purposes of this Agreement.
28. **Public Document.** This Agreement is a public document. A copy of this document may be made available to any person by the Town or the United States.
29. **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties on the matters raised herein, and no other statement, promise, or agreement, either written or oral, made by either party or agents of either party, that is not contained in this written Agreement, shall be enforceable. This Agreement is limited to the facts set forth herein and it does not purport to remedy any other potential violations of the ADA, including violations of the alterations or new construction provisions of the Act, or any other Federal law. This Agreement does not affect the continuing responsibility of the Town to comply with all aspects of the ADA.

FOR THE UNITED STATES OF AMERICA:

DARCIE N. MCELWEE
UNITED STATES ATTORNEY

By: _____
Katelyn E. Saner
Assistant United States Attorney

Dated: _____

FOR THE TOWN OF LIMERICK, MAINE:

By: _____

Dated: _____

Its: _____