

**SUB-LEASE
AGREEMENT**

THIS AGREEMENT, made as of this

I. PARTIES

A. **Cambria Library Association** (hereinafter called "Library" or "Lessor").

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Goodwill of the Southern Alleghenies, Inc., (hereinafter called "Goodwill" or "Lessee").

II. BACKGROUND

- A. **The Cambria Library Association** currently holds a lease with the County of Cambria for the downtown location known as Cambria County Library. 248 Main Street, Johnstown, PA 15901.
- B. That current lease does permit subleasing with Cambria County's written consent.
- C. The Cambria County PA CareerLink®, a non-entity of partners providing public workforce development services wishes to locate in the Library.
- D. The partnership between the Library and the Lessee is valuable in that the users will benefit from services of each being in the same location.
- E. As the Cambria County PA CareerLink® has no legal status, Goodwill serves as the administrative and fiscal entity for the Cambria County PA CareerLink®.

III. AGREEMENT

The parties hereto, intending to be legally bound, and for and in consideration of the mutual covenants and agreements herein contained, do hereby covenant and agree that the Background information set forth above is incorporated herein by reference and do further covenant and agree as follows:

ARTICLE I. LEASED PREMISES

- 1.01. **Leased Premises.** Lessor hereby leases to Lessee and Lessee hereby leases from Lessor the specific portion of the Library identified as follows:
- (i) That portion of the Library shown on the attached map sketch marked as EXHIBIT A, with the agreed-upon square footage for the purpose of this Lease Agreement as follows: Location – first floor, Total Square Footage – 3,040 sq. ft. It is understood and agreed the Literacy Council area will be relocated.
 - (ii) Use of the Library's Computer Lab and Community Room will be available with prior arrangements.
- 1.02 **Common Area.** Lessee shall have the right to use insofar as the same may be necessary in connection with its use of the leased space the access roads from the public highway to the Library, together with reasonable use of the parking areas (subject to rules and regulations of the Library with respect thereto), use of stairways, and the hallways and access ways, and restrooms in the Library. All such uses of the common areas to be in such a manner as to not unreasonably interfere with the use of such common areas by others and also its use to be consistent with such reasonable rules and regulations as the Library may impose with respect to such common areas and consistent with required ADA requirements in accordance with the checklist attached as Exhibit "A".
- 1.03 **Changes to Common Areas.** Lessor shall have the right at any time, without incurring any liability to Lessee therefor, to change the arrangement or location of the common areas provided that no such change shall materially and unreasonably interfere with the use of the premises by Lessee as contemplated hereunder. Lessee shall also have the right to erect reasonable signage but the location size, design, construction and placement of such sign or signs shall be subject to approval of the Library which approval shall not be unreasonably withheld, so long as said changes do not violate Career Link or ADA regulations.
- 1.04 **Additional Space.** The parties may by written addendum hereto signed by both parties add additional space to the leased premises, delete space, or substitute other space for the space herein leased or may otherwise modify the scope or definition of the leased

premises.

ARTICLE II. Lease Term

- 2.01. The term of this lease shall commence on September 1, 2018 and shall continue for a period of three (3) years from the date hereof. Lessor shall provide access to the Leased Premises from August 1, 2018 to commence improvements.
- 2.02. In the event Goodwill of the Southern Alleghenies, Inc. shall not be renewed as the WIOA Title I provider of services for Cambria County or be disbanded or cease to conduct operations, have its funding stopped or curtailed to a degree that it cannot reasonably continue its activities at a level that supports the occupancy of the leased premises, then in such an event, Goodwill shall have the right to terminate the lease thirty (30) days after written notice to the lessor.
- 2.03. This lease may be terminated prior to the expiration of its term by mutual agreement of the parties and may be terminated by the Library for default by Lessee as herein otherwise stated.
- 2.04. **Holdover.** If Lessee shall holdover after the expiration of the initial term any renewal term or any extension, any such holdover tenancy shall be deemed a month-to-month tenancy governed by all the terms and conditions contained herein, which holdover tenancy may be terminated by either party by thirty (30) days advance written notice to the other. If Lessor has not given consent to such holdover by Lessee, Lessor may also take such other action as it would normally be entitled to take upon the occurrence of any event of default and until it has vacated the premises, Lessee agrees to pay Lessor rent at the monthly rate existing at the expiration of the term or any renewal term.

ARTICLE III. RENT

- 3.01. For the initial three (3) year term of this lease, Lessee shall pay Lessor as rent Nine (9) Dollars per square foot which rent shall be paid on a monthly basis. Accordingly, the initial rent shall be Nine (9) Dollars per square foot times 3,040 square feet, or \$27,360 per year, payable at the rate of \$2,280 per month.

The monthly fee specified in this section 3.01 and all costs, expenses and other

amounts which the Lessee assumes or agrees or is obligated to be paid pursuant to this agreement shall be deemed to be and are collectively referred to herein as "Rent" and may be collected as such. Rent shall be payable in advance on or before the first of each month.

Real Estate Taxes

- 3.02. The parties are entering into this lease on the assumption that no real estate taxes will be payable with respect to this lease. If during the term of this lease any real estate taxes are imposed, the parties agree to negotiate in good faith an appropriate adjustment to the terms of this lease to account for each party's pro rata share of any such real estate taxes.

ARTICLE IV USE OF PREMISES

Permitted Use and Restrictions Thereon

- 4.01. The premises shall be used only for the offering of Lessee's ordinary and customary CareerLink services as determined by its historical operations.

Insurance Hazards

- 4.02. Lessee shall not use the Premises or permit them to be used in any manner that will cause a cancellation of, or an increase in the existing rates for, fire, liability, or other insurance policies insuring the Premises or any improvements on the Premises, or insuring the Lessor for any liability in connection with ownership of the Premises. Lessee, at its own expense, will comply with and shall promptly correct any violations of requirements of any insurance underwriter or rating bureau relating to Lessee's use and occupancy of the premises.
- 4.03. Lessee and its employees, agents, invitees and contractors shall comply with and conform to all State, Federal or local statutes, laws, ordinances, rules, regulations, rulings and other requirements of any and all State, Federal or local governments or constituted boards, agencies, entities, or authorities, and of fire underwriters that in any way relate to the use or occupancy of the premises.

- 4.04 Lessee agrees to use all common areas and to cause its officers, employees, agents, and invitees to use such common areas in a reasonable, orderly, and sanitary manner in cooperation with the Library and other lessees having the right to use same, and their respective officers, employees, agents and invitees.
- 4.05 Lessee shall conduct itself, and will cause its officers and employees, agents, and invitees to conduct themselves, with full regard for the rights, convenience, and welfare of the the Library and other lessees, and their respective officers, employees, agents, and invitees.

Rules and Regulations

- 4.06. Lessor shall have the right at all times to make reasonable rules and regulations for the purpose of ensuring or enhancing the safety, care, cleanliness, maintenance, or preservation of the buildings and related facilities and premises, as well as for the purpose of preserving good order in and on the building and its related facilities and premises. Lessor shall also at all times have the right to make reasonable changes, additions or deletions to such rules and regulations. Lessee and its officers, employees, agents and invitees will be bound by any such rules, regulations, changes, additions or deletions on receipt by Lessee of written notice from Lessor setting forth said rules and regulations or the changes, additions or deletions. Lessee shall be responsible for the compliance of its officers, employees and invitees with all such rules and regulations. Lessee may also promulgate and enforce such reasonable rules and regulations as it may deem necessary with respect to its use of the leased space, so long as same do not conflict with regulations of Pennsylvania Career Link or ADA.

ARTICLE V. SERVICES, MAINTENANCE, AND SURRENDER

Services and Maintenance

- 5.01. So long as Lessee is not in default under the terms of this lease, Lessor shall furnish the leased premises with heat, electricity, janitorial services, hot and cold running water, and sewage as is currently being provided in the Library. The expansion of such services from what is currently being provided made necessary by Lessee's use of the premises shall, if such expansion causes a material increase in Lessor's costs, result in an appropriate

adjustment in the rent to account for such increased expenses because of the Lessee's need for expanded utility service over what is currently available.

Janitorial Service

- 5.02 Lessor shall provide customary janitorial and routine maintenance services of the same and similar type to those being currently provided to the leased premises which shall include the sweeping of floors, removal of trash and garbage, cleaning of windows, replacement of light bulbs or fluorescent tubes in standard lighting fixtures existing in the building, and similar routine maintenance services. Trash and garbage shall be limited to that consistent with the operation of the educational facilities by Lessee. Likewise, Lessee shall be fully responsible for the disposition of all trash or garbage that cannot be disposed of in a municipal waste landfill, including but not limited to hazardous wastes or any other waste that could impose liability on the Lessor with respect to the disposition thereof. Lessee shall be responsible for and shall pay any costs or penalties with respect to the discharge into any sewage system of any hazardous wastes or wastes having any content not permitted to be discharged into the sewage system under the applicable laws, rules and regulations relating thereto.

Maintenance of Common Areas

- 5.03 Lessor shall maintain the common areas in reasonably good order and condition consistent with the way in which such common areas have been heretofore maintained and shall be responsible for winter snow removal. Any special landscaping or appearance items required by Lessee and not provided by Lessor may be provided by Lessee at its sole cost and expense with the consent of Lessor, which consent shall not be unreasonably withheld.

Maintenance of Building Structure

- 5.04. Maintenance of the structure of the building, including but not limited to the roof, exterior walls (including windows), floors, and foundation, shall be Lessor's responsibility. Lessor shall make all repairs which may be needed to the mechanical, heating, electrical and plumbing systems in and servicing the premises (excluding repairs to any non-building standard fixtures or other improvements installed or made by or at the request of Lessee requiring maintenance or repairs of a type or nature not customarily provided by Lessor to other tenants of the building and excluding any necessary

replacements of non-building standard fixtures or improvements), and all repairs to exterior windows and glass. In the event that any repair is required by reason of the negligence or abuse of Lessee or its agents, employees, invitees or of any other person using the premises with Lessee's consent, express or implied, Lessor may make such repair and bill Lessee therefor, and Lessee shall pay such sum within thirty (30) days of billing therefor, unless Lessor shall have actually recovered such cost through insurance proceeds. If Lessor has not recovered such costs at the time of billing but later recovers such costs through insurance proceeds, Lessor shall, within thirty (30) days, refund to Lessee the amount of any such costs recovered.

Curtailment of Interruption of service

- 5.05. Lessor reserves the right to interrupt, curtail, or suspend the provision of any utility or other service to which Lessee may be entitled when necessary by reason of accident or emergency or for repairs, alterations, or improvements that Lessor deems desirable or necessary. The work of such repairs, alterations, or improvements shall be made with reasonable diligence. Lessor shall in no respect be liable for any failure of utility companies, third party contractors or governmental authorities to supply utility or other services to Lessee or for any limitation of supply resulting from governmental orders or directives. Lessee shall claim no diminution or abatement of rent, nor damages, by reason of such interruption, curtailment, or suspension of utility or other services, nor shall this lease or any of Lessee's obligations be reduced or affected.

Maintenance and Surrender by Lessee

- 5.06. In using the leased premises, Lessee shall conduct its operations in such a manner that the premises will not be subject to waste or nuisance and although Lessor is providing janitorial services, shall maintain reasonable and good order in the leased premises in connection with its use thereof and place garbage in appropriate receptacles and not impose unreasonable tasks on the janitorial help which would not be normal and customary for maintenance of educational classrooms. Lessor agrees that it will collect Lessee's trash as needed and place in a dumpster rented and paid for solely by Lessor. If an extra dumpster is needed, Lessor agrees to acquire same at its sole cost and expense. Lessee agrees to perform shredding of any documents and Lessor agrees that bags containing shredded materials will be picked up by Lessor's maintenance staff and

disposed of in accordance with normal business practices.

- 5.07 At the termination of the lease, Lessee shall surrender the premises in as good a condition and state of repair as they were in at the time Lessor delivered possession to Lessee, except for reasonable wear and tear and damage by fire, flood, or other casualty. In the event Lessee should neglect to reasonably maintain the leased premises, Lessor shall have the right, but not the obligation, to cause repairs or corrections to be made, and any reasonable costs incurred for such repairs or corrections for which Lessee is responsible under this paragraph shall be payable by Lessee to Lessor as additional rent on the next rent installment date, or, if Lessor elects to bill Lessee therefor, Lessee shall pay such sums within thirty (30) days of the submission of the billing therefor.

ARTICLE VI. ALTERATIONS, IMPROVEMENTS, FURNITURE AND FIXTURES

Improvements to Premises

- 6.01. Lessee shall not make any alterations, additions, or improvements to the leased premises without the prior written consent of Lessor. Any permitted alterations, additions, or improvements shall be at Lessee's sole cost and expense, except as Lessor may otherwise agree in writing, except as otherwise provided herein, any such alterations, additions, or improvements shall become the property of Lessor upon termination of this lease. Lessee has provided a list of improvements which shall be done prior to occupancy, including signage requirements, for Lessee's approval, said list is attached as Exhibit "B". Said improvements shall be done at Lessee's expense, however, Lessor will cooperate in obtaining any needed permits.

Property of Lessor

- 6.02. All alterations, additions, or improvements made by Lessee shall remain the property of Lessee at the termination of this lease, provided they can be and are removed and the premises restored substantially to their present condition, reasonable wear and tear excepted. Otherwise, such alterations, additions, or improvements shall become the property of Lessor. However, if Lessor so elects, Lessee shall promptly remove all

alterations, additions, and improvements, and any other property placed in or on the premises by Lessee, and Lessee shall repair any damage caused by such removal, but Lessor shall make any such demands for removal acting in good faith and exercising reasonable judgment under the circumstances.

Furniture and Fixtures

- 6.03. Lessee has the right at all times to erect or install furniture and fixtures, provided that Lessee complies with all applicable governmental laws, ordinances, and regulations, including without limitation the Americans with Disabilities Act. Lessee shall have the right to remove such items at the termination of this lease, provided Lessee is not in default at that time and the fixtures can be removed without structural damage to the premises. Prior to the termination of this lease, Lessee must repair any damage caused by removal of any fixtures. Any furniture or fixtures that have not been removed by Lessee within thirty (30) days after the termination of this lease shall be deemed abandoned by Lessee and shall automatically become the property of Lessor.

ARTICLE VII. DAMAGE OR DESTRUCTION

Notice to Lessor

- 7.01. If the leased premises or any structures or improvements on the leased premises should be damaged or destroyed by fire, flood or other casualty, Lessee shall give immediate written notice of the damage or destruction to Lessor, including a description of the damage and, as far as known to Lessee, the cause of the damage.

Total Destruction

- 7.02. The leased premises shall be deemed totally destroyed if the damages are such as in Lessor's judgment cannot be repaired within three hundred sixty-five (365) working days and at a cost not to exceed available insurance coverage. Any destruction which in Lessor's judgment can be completed within 365 working days and at a cost not to exceed available insurance coverage shall be deemed partial destruction and shall be governed by the following paragraphs hereof. Within thirty (30) days of notification from Lessee to Lessor of the occurrence of a casualty under paragraph 7.01 hereof, Lessor shall notify Lessee if Lessor determines the destruction to be total destruction or partial destruction.

Partial Destruction

7.03. If the leased premises are damaged by fire, flood or other casualty not the fault of Lessee or any person in or about the leased premises with the express or implied consent of Lessee, but not to such an extent as to constitute total destruction, this lease shall not be terminated, except as provided in subparagraphs (i) and (ii).

(i) If the partial destruction of the leased premises occurs during the lease term, Lessor shall, at its sole cost and risk, proceed immediately to rebuild or repair the damaged buildings and improvements to substantially the condition in which they existed prior to such damage; provided, however, that Lessor shall not be required to expend monies in excess of insurance proceeds made available to Lessor for such purpose. If the leased premises are untenable in whole or in part following such damage, the rent payable during the period in which they are untenable shall be adjusted equitably. Lessor shall pursue the repairs promptly and with due diligence in accord with all applicable laws, rules and regulations applying to Lessor with respect to work to be done or repairs to be made on public buildings.

7.04. In the event of damage or destruction of the leased premises, the parties agree to promptly meet and discuss available alternatives and to cooperate with each other to arrive at a mutually satisfactory method of dealing with the situation but, in the absence of agreement, the foregoing provisions of this article shall apply.

ARTICLE VIII. ACCESS AND INSPECTION BY LESSOR

8.01. Lessor and its officers, agents, employees and representatives shall have the right to enter the leased premises upon 24 hours notice, for purposes of inspection, cleaning, maintenance, repairs, alterations or additions as Lessor may deem necessary (but Lessor assumes no obligation to make repairs in the leased premises except as expressly provided in this lease), or to show the premises to prospective lessees, purchasers or lenders.

ARTICLE IX. MECHANICS' LIENS

- 9.01. Lessee shall not allow any mechanics' liens to be filed against the leased premises or the larger premises where the leased premises are located as a result of any of its activities on the premises.

ARTICLE X. INDEMNITY

- 10.01. Lessee agrees to indemnify and hold Lessor, its agents and employees, harmless against any and all liabilities, claims, demands, damages, costs and expenses, including reasonable attorneys' fees, arising in connection with Lessee's operations on the leased premises or its use of the leased premises; or any failure on the part of Lessee to observe, perform or comply with any terms, covenants or conditions of this lease, or from any act or negligence of Lessee, its officers, agents, contractors, employees, sub-lessees or invitees in or about the leased premises or the building. In case of any action or proceeding brought against Lessor by reason of any such claim, Lessee, on notice from Lessor, agrees to defend the action or proceeding with counsel reasonably acceptable to Lessor.

- 10.02 Without limiting the foregoing or any other waivers in favor of Lessor set forth in this lease, Lessee will forever release and hold Lessor harmless from all claims arising out of damage to Lessee's property unless such damage occurs as a result of Lessor being negligent to make repairs required by this lease within a reasonable time.

- 10.03 The Lessor agrees to indemnify and hold the Lessee, its agents and employees, harmless against any and all liabilities, claims, demands, damages, costs and expense, including reasonable attorney's fees, arising in connection with from any conduct by Lessor, its employees, contractors, agents or servants.

- 10.04 The indemnifications and releases set forth in this Article X shall survive the expiration or other termination of this lease.

ARTICLE XI. ASSIGNMENT AND SUBLEASE

- 11.01. Except as otherwise provided herein, Lessee shall not assign or sublet any portion of the

leased premises without the express written consent of the Lessor.

ARTICLE XII. DEFAULT

12.01. Each of the following events shall be deemed to be events of default by Lessee under this lease:

- (i) Lessee fails to pay any installment of rent, additional rents, or any other sum due under this lease and the failure continues for a period of thirty (30) days. Notwithstanding the fact that the Lessee cures arrearages in rent, if such default and curing occur two (2) times within a six (6) month period, such defaults, at Lessor's election, will be deemed deliberate and not curable on the last occasion thereof.
- (ii) Lessee fails to comply with any term, provision or covenant of this lease, other than the payment of rent, and does not cure the failure within fifteen (15) days after written notice of the failure to Lessee, provided that if a greater time is required to cure, Lessee will not be in default if it commences to cure within fifteen (15) days and proceeds with due diligence to complete whatever is necessary to cure the default.
- (iii) Lessee makes an assignment for the benefit of creditors or any other event described in paragraph 12.02 occurs.
- (iv) Lessee deserts or vacates any substantial portion of the premises for a period of ninety (90) or more days or removes or manifests an intention to remove any substantial portion of Lessee's property therefrom other than in the ordinary and usual course of Lessee's business.
- (v) Lessee fails to maintain the insurance as required herein.

Insolvency

12.02. The (a) appointment of a receiver or trustee to take possession of all or a substantial portion

of the assets of Lessee (which, for purposes of this paragraph 12.02), includes any guarantor of the obligations of Lessee hereunder), or (b) the institution by or against Lessee of any proceedings for bankruptcy or reorganization under any state or federal law (unless, in the case of involuntary proceedings, the same shall be dismissed within sixty (60) days after institution), or (c) any execution issued against a significant portion of the assets of Lessee or against Lessee's leasehold interest hereunder which is not stayed or discharged at least twenty (20) days prior to a scheduled execution sale, shall constitute a breach of this lease by Lessee. Lessor, in the event of such a breach, shall have, without need of further notice, the rights enumerated below and all rights provided by law.

Remedies for Default

12.03. On the occurrence of any event of default specified in paragraph 12.01, Lessor shall have, in addition to all other rights and remedies available to it by law or equity or by any other provisions of this lease, the option to pursue any one or more of the following remedies:

- (i) Terminate this lease on at least five (5) days' notice to Lessee and, on the date specified in said notice, this lease and the term hereby demised and all rights of Lessee hereunder shall expire and terminate. Lessee shall thereupon quit and surrender possession of the premises to Lessor in the condition elsewhere herein required and Lessee shall remain liable to Lessor as hereinafter provided.
- (ii) Lessee shall, with respect to all periods of time up to and including the expiration of the term of this lease (or what would have been the expiration date in the absence of default or breach) remain liable to Lessor as follows: In the event of termination of this lease on account of Lessee's default or breach, Lessee shall remain liable to Lessor for damages equal to the rent and other charges payable under this lease by Lessee as if this lease were still in effect, less the net proceeds of any re-letting after deducting all costs incident thereto (including without limitation all repossession costs, brokerage and management commissions, operating and legal expenses and fees, alteration costs and expenses of preparation of re-letting). Such damages shall be payable to Lessor monthly upon presentation to Lessee of a bill for the amount due. It is understood that Lessor is entitled to take into account

the nature of the facility and other tenants in re-letting the premises so that any new tenant furthers the overall "learning center" concept of the facility and that, in order to acquire such a tenant, rental rates may be below "market" or it may take a longer time to re-let to a suitable tenant.

- (iii) Lessor shall in no event be responsible or liable for any failure to re-let the premises, or any part thereof, or for any failure to collect any rent due upon a re-letting.
- (iv) Lessee further waives the right to any notices to quit as may be specified in the Landlord and Tenant Act of Pennsylvania, Act of April 6, 1951, as amended, and agrees that five (5) days' notice shall be sufficient in any case where a longer period may be statutorily specified.

Lessor's Default

12.04. If Lessor defaults in the performance of any term, covenant, or condition required to be performed by it under this Agreement, Lessee may seek to enforce Lessor's obligation in an appropriate legal action, including, but not limited to an action for specific performance or equitable relief if circumstances warrant.

Cumulative Remedies

12.05. Pursuit of any of the remedies provided in this lease by either Lessor or Lessee shall not preclude pursuit of any of the other remedies provided in this lease or by law. Pursuit of any remedy provided in this lease or by law by either party shall not constitute a forfeiture or waiver of any damages accruing to either party by reason of the violation of any of the terms, provisions, and covenants contained in this lease. Nor shall pursuit of any remedies provided in this lease by Lessor constitute a waiver or forfeiture of any rent due to Lessor under this lease.

Waiver of Default

12.06. No waiver by either party of any default or violation or breach of any of the terms, provisions, or covenants contained in this lease shall be deemed or construed to constitute a waiver of any other violation or breach of any of the terms, provisions, and covenants of the lease. Forbearance by either party to enforce one or more of the remedies provided in this lease or by law on an event of default shall not be deemed or construed to constitute a waiver of such default. Lessor's acceptance of rent following an event of default under this lease shall not be construed as Lessor's waiver of the default.

Surrender of Premises

12.07. Nothing done by Lessor or its agents during the lease term shall be deemed an acceptance of a surrender of the premises, and no agreement to accept a surrender of the premises shall be valid unless in writing and signed by Lessor.

ARTICLE XIII. INSURANCE

Lessee's Insurance

13.01. Lessee, at Lessee's sole cost and expense, shall maintain and keep in effect throughout the term and any extensions or renewals thereof, insurance against liability for bodily injury (including death) and for property damage in or about the premises or the property under a policy of comprehensive general public liability insurance, with such limits as to each as may be reasonably required by Lessor from time to time, but not less than \$1 Million combined single limit for bodily injury (including death) and for property damage. The policies of comprehensive general public liability insurance shall name Lessee as the insured party, and Lessor and County of Cambria as additional insureds.. Each such policy shall provide that it shall not be cancelable without at least thirty (30) days' prior written notice to Lessor and to any mortgagee named in an endorsement thereto and shall be issued by an insurer and in a form satisfactory to Lessor. At least ten (10) days prior to the commencement date, a certificate of insurance shall be delivered to Lessor with evidence of paid premium; and new or renewal certificates, together with evidence of paid premium, shall be delivered to Lessor at least twenty (20) days prior to expiration of the current policy. If Lessee shall fail, refuse or neglect to obtain or to maintain any insurance that it is required to provide or to furnish Lessor with satisfactory evidence of coverage on any such policy. Lessor shall have the right, but not the obligation, to

purchase such insurance. All such payments made by Lessor shall be recoverable by Lessor from Lessee, together with interest thereon, as additional rent promptly upon being billed therefor. Lessee shall carry such other insurance upon, its furniture, fixtures or possession that it may place on the premises as it shall desire.

- 13.02 Lessor, at Lessor's sole cost and expense, shall maintain and keep in effect throughout the term and any extensions or renewals thereof, insurance against liability for bodily injury (including death) and for property damage in or about the remainder of the building and common areas under a policy of comprehensive general public liability insurance, with such limits not less than \$1 Million combined single limit for bodily injury (including death) and for property damage. The policies of comprehensive general public liability insurance shall name Lessee as additional insured. Each such policy shall provide that it shall not be cancelable without at least thirty (30) days' prior written notice to Lessee and shall be issued by an insurer and in a form satisfactory to Lessor. At least ten (10) days prior to the commencement date, a certificate of insurance shall be delivered to Lessee at least twenty (20) days prior to expiration of the current policy. If Lessor shall fail, refuse or neglect to obtain or to maintain any insurance that it is required to provide or to furnish Lessee with satisfactory evidence of coverage on any such policy. Lessee shall have the right, but not the obligation, to purchase such insurance. All such payments made by Lessee shall be recoverable from Lessor, together with interest thereon.

ARTICLE XIV. MISCELLANEOUS

Mortgages

- 14.01. Lessee accepts this lease subject to any deeds of trust, security interests, or mortgages that might now or later constitute a lien on the buildings or on improvements in the building or on the leased premises.

Reservations in Favor of Lessor

- 14.02. All walls, roofs, windows and doors bounding the premises (including exterior building walls, core corridor walls, roofs and doors and any core corridor entrance), except the inside surfaces thereof, any terraces or roofs adjacent to the premises, and any space in or adjacent to the premises used for shafts, pipes, conduits, fan rooms, ducts, electric or other utilities, sinks or other building facilities, and the use thereof, as well as reasonable

access thereto through the premises for the purposes of operation, maintenance, decoration and repair, are reserved to Lessor.

Estoppel Statement

14.03. Lessee shall from time to time, within ten (10) days after request by Lessor, execute, acknowledge and deliver to Lessor a statement, which may be relied upon by Lessor or any proposed assignee of Lessor's interest in this lease, or any existing or proposed mortgagee or ground lessor, certifying that this lease is unmodified and in full force and effect (or that the same is in full force and effect as modified, listing the instruments of modification), the dates to which rent and other charges have been paid, and whether or not, to the best of Lessee's knowledge, Lessor is in default hereunder or whether Lessee has any claims or demands against Lessor (and, if so, the default, claim and/or demand shall be specified).

Certain Meanings; Limitation of Liability

14.04.

(i) The word "Lessee" as used in this lease shall be construed to mean tenants in all cases where there is more than one tenant (and in such case the liability of such tenants shall be joint and several), and the necessary grammatical changes required to make the provisions hereof apply to corporations, partnerships, municipal entities, or individuals, men or women, shall in all cases be assumed as though in each case fully expressed. Each provision hereof shall extend to and shall, as the case may require, bind and inure to the benefit of Lessee and its successors and assigns, provided that this lease shall not inure to the benefit of any assignee or successor of Lessee except upon the express written consent of Lessor as herein provided.

(ii) In the event of the voluntary or involuntary transfer of ownership or right by Lessor to a successor-in-interest of Lessor, Lessor shall be freed and relieved of all liability and obligation hereunder which shall thereafter accrue and Lessee shall look solely to such successor-in-interest for the performance of the covenants and obligations of the Lessor hereunder which shall thereafter accrue. The liability of Lessor and its successors-in-

interest, under or with respect to this lease, shall be strictly limited to and enforceable only out of its or their interest in the building, and shall not be enforceable out of any other assets. No mortgagee or ground lessor which shall succeed to the interest of Lessor hereunder (either in terms of ownership or possessory rights) shall: (1) be liable for any previous act or omission of a prior lessor; (2) be subject to any rental offsets or defenses against a prior lessor; (3) be bound by any amendment of this lease made without its written consent, or by payment by Lessee of rent in advance in excess of one (1) month's rent; (4) be liable for any security not actually received by it; or (5) be liable for any initial construction of the improvements to be made to the premises or for any allowance or credit to Lessee for rent, construction costs or other expenses. Subject to the foregoing, the provisions hereof shall be binding upon and inure to the benefit of the successors and assigns of Lessor.

Environmental Covenants

14.05. Lessee shall not use, generate, store, treat, dispose of, or otherwise introduce into, on or about the premises or the buildings any hazardous substances (as hereinafter defined), nor shall Lessee cause or permit any other person or entity to do so. "Hazardous Substances" means any hazardous waste, hazardous substance, pollutant, contaminant or solid waste as defined in the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601 et seq., and any other applicable Federal, State or local laws or ordinances, and in the rules and regulations thereunder, as may be amended, supplemented or superseded from time to time, including without limitation any polychlorinated biphenyls (PCB's), urea formaldehyde, or asbestos, or any other substance which may at any time be a violation or support a claim or cause of action under common law or any Federal, State or local environmental statute, regulation, ordinance or other environmental regulatory requirement, whether currently or as a result of future removal. However, the foregoing restrictions shall not apply to the storage and use of common office and cleaning supplies necessary for routine office operations, or such chemicals or supplies necessarily used in connection with the use of the laboratories on the premises during the offering of laboratory courses by Lessee, provided all of such items are properly stored in reasonable quantities. Lessee agrees to clean up all hazardous substances on or in the buildings or in the leased premises, if caused or permitted by

Lessee (or if Lessee shall be otherwise responsible therefor), in a manner which shall comply with all applicable environmental laws and requirements. Upon request, Lessee shall cooperate with Lessor in furnishing to a governmental authority any information which may be required regarding environmental matters. The provisions of this paragraph regarding environmental matters shall survive the expiration or sooner termination of this lease.

Requested Modifications

14.06. If, in connection with obtaining, continuing or renewing financing for which the buildings, or the premises or any interest therein represents collateral in whole or in part, a banking, insurance or other lender shall request reasonable modifications of this lease as a condition of such financing, Lessee will not unreasonably withhold, delay or defer its consent thereto, provided that such modifications do not increase the monetary obligations of Lessee hereunder or adversely affect to a material degree the Lessee's leasehold interest hereby created.

Notices and Addresses

14.07. All notices to be given under this lease shall be given by certified mail or registered mail, postage prepaid, return receipt requested, or sent by a national overnight courier service, addressed to the proper party, at the following addresses:

Lessor: Cambria Library Association
248 Main Street
Johnstown, PA 15901

Lessee: Goodwill of the Southern Alleghenies, Inc.
540 Central Avenue
Johnstown, PA 15902

or,

Either party may change the address to which notices are to be sent by giving the other party notice of the new address in the manner provided in this paragraph. Notice by personal delivery to the Library shall also be effective and be deemed given if delivered to

an agent or employee of the Library during customary business hours. Notice by registered or certified mail shall be deemed given on the third business day following deposit in the mail. Notice by overnight courier service shall be deemed given on the next business day following deposit with such service.

Binding Successors and Assigns

14.08. All rights and liabilities given to, or imposed on, the respective parties to this lease shall extend to and bind the several respective successors and assigns of the parties when otherwise permitted by this lease.

Pennsylvania Law to Apply

14.09. This lease shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania. All obligations of the parties created by this lease are performable in Cambria County, Pennsylvania. Any action to enforce this lease or arising out of this lease or its breach, or connected in any way with this lease shall be brought in and only in the Court of Common Pleas of Cambria County, Pennsylvania, which shall be the court of exclusive jurisdiction and venue with respect to such matters. All parties do hereby agree to submit to jurisdiction and venue in said court, and the appropriate appellate courts of Pennsylvania in the event of an appeal from any decision in said court.

Legal Construction

14.10. In the event any one or more of the provisions contained in this lease shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of the lease, and this lease shall be construed as if such invalid, illegal, or unenforceable provision had never been included in the lease.

Prior Agreements Superseded

14.11. This lease constitutes the only agreement between Lessor and Lessee and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter of this lease.

Amendment

14.12. No amendment, modification, or alteration of the terms of this lease shall be binding unless in writing, dated subsequent to the date of this lease, and duly executed by the Lessor and Lessee.

Joint and Several Liability

14.13. If there is more than one Lessee, the obligations imposed on Lessees by virtue of this lease shall be joint and several. If there is a guarantor of Lessee's obligations under this lease, the obligations imposed on Lessee shall be the joint and several obligations of Lessee and the guarantor. Lessor need not first proceed against Lessee before proceeding against the guarantor, nor shall any such guarantor be released from its guaranty for any reason whatsoever.

Unavoidable Delay

14.14. Neither Lessor nor Lessee shall be required to perform any term, condition, or covenant in this lease other than payment of basic rent or additional rent so long as such performance is hindered or prevented by unavoidable delays. For purposes of this paragraph, unavoidable delays shall be defined as natural disasters; strikes, lockouts of labor disputes; governmental regulations, restrictions, or control; enemy or hostile government action; civil riot; fire floods or nuclear accident; or any other cause not reasonably within the control of Lessor or Lessee and that by the exercise of due diligence Lessor or Lessee is unable, wholly or in part, to prevent or overcome.

Time of Essence

14.15. Time is of the essence relative to this lease.

Warranty of Authority to Sign and of Binding Effect

14.16.

The persons signing this document warrant and represent that they are duly authorized to execute this document and to bind their principals by the execution hereof. The parties

hereto warrant and represent that they have the legal right, power and authority to enter into this lease.

WITNESS the due and proper execution hereof the day and year first above written.

WITNESS:

Stephanie Young

LESSOR:

Lyn Meek

Lyn Meek
Executive Director
Cambria Library Association

ATTEST:

J. Tucker

LESSEE:

Bradley R. Burger

Bradley R. Burger
President/CEO
Goodwill of the Southern Alleghenies, Inc.

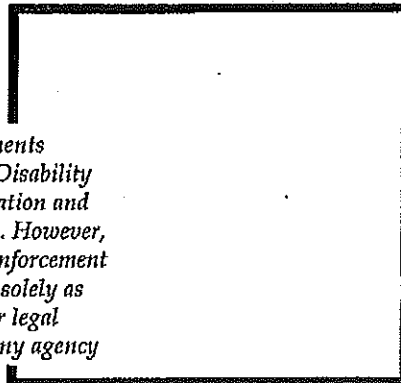
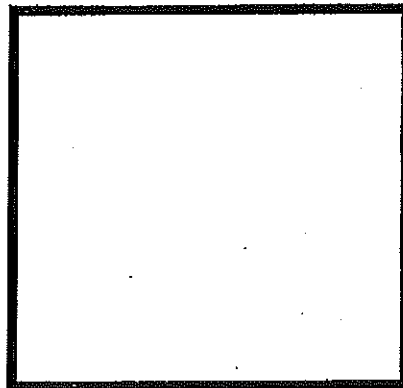
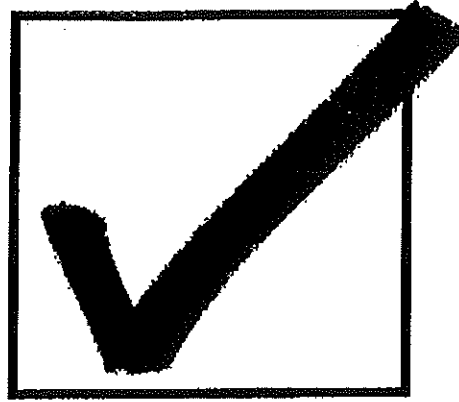
Checklist for Existing Facilities version 2.1



To obtain additional copies of this checklist, contact your Disability and Business Technical Assistance Center. To be automatically connected to your regional center, call 1-800-949-4ADA. This checklist may be copied as many times as desired by the Disability and Business Technical Assistance Centers for distribution to small businesses but may not be reproduced in whole or in part and sold by any other entity without written permission of Adaptive Environments, the author.

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Barrier Free Environments, Inc.

Barrier Free Environments, Inc. and Adaptive Environments Center, Inc. are authorized by the National Institute on Disability and Rehabilitation Research (NIDRR) to develop information and materials on the Americans with Disabilities Act (ADA). However, you should be aware that NIDRR is not responsible for enforcement of the ADA. The information, presented here is intended solely as informal guidance, and is neither a determination of your legal rights or responsibilities under the Act, nor binding on any agency with enforcement responsibility under the ADA.



**The Americans with Disabilities Act
Checklist for Readily Achievable Barrier Removal**
August 1995

What This Checklist is Not

This checklist does not cover all of the requirements of the Standards; therefore, it is not for facilities undergoing new construction or alterations. In addition, it does not attempt to illustrate all possible barriers or propose all possible barrier removal solutions. The Standards should be consulted for guidance in situations not covered here.

The Title III regulation covers more than barrier removal, but this checklist does not cover Title III's requirements for nondiscriminatory policies and practices and for the provision of auxiliary communication aids and services. The communication features covered are those that are structural in nature.

Priorities

This checklist is based on the four priorities recommended by the Title III regulations for planning readily achievable barrier removal projects:


- Priority 1: Accessible approach and entrance
- Priority 2: Access to goods and services
- Priority 3: Access to rest rooms
- Priority 4: Any other measures necessary

Note that the references to ADAAG throughout the checklist refer to the Standards for Accessible Design.

How to Use This Checklist

- ✓ **Get Organized:** Establish a time frame for completing the survey. Determine how many copies of the checklist you will need to survey the whole facility. Decide who will conduct the survey. It is strongly recommended that you invite two or three additional people, including people with various disabilities and accessibility expertise, to assist in identifying barriers, developing solutions for removing these barriers, and setting priorities for implementing improvements.
- ✓ **Obtain Floor Plans:** It is very helpful to have the building floor plans with you while you survey. If plans are not available, use graph paper to sketch the layout of all interior and exterior spaces used by your organization. Make notes on the sketch or plan while you are surveying.

- ✓ **Conduct the Survey:** Bring copies of this checklist, a clipboard, a pencil or pen, and a flexible steel

tape measure. With three people surveying, one person numbers key items on the floor plan to match with the field notes, taken by a second person, while the third takes measurements. *Be sure to record all dimensions!* As a reminder, questions that require a dimension to be measured and recorded are marked with the ruler symbol.  Think about each space from the perspective of people with physical, hearing, visual, and cognitive disabilities, noting areas that need improvement.

- ✓ **Summarize Barriers and Solutions:** List barriers found and ideas for their removal. Consider the solutions listed beside each question, and add your own ideas. Consult with building contractors and equipment suppliers to estimate the costs for making the proposed modifications.

- ✓ **Make Decisions and Set Priorities:** Review the summary with decision makers and advisors. Decide which solutions will best eliminate barriers at a reasonable cost. Prioritize the items you decide upon and make a timeline for carrying them out. Where the removal of barriers is not readily achievable, you must consider whether there are alternative methods for providing access that *are* readily achievable.

- ✓ **Maintain Documentation:** Keep your survey, notes, summary, record of work completed, and plans for alternative methods on file.

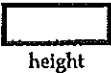
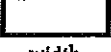
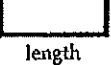
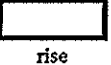

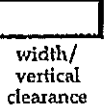
- ✓ **Make Changes:** Implement changes as planned. Always refer directly to the Standards and your state and local codes for complete technical requirements before making any access improvement. References to the applicable sections of the Standards are listed at the beginning of each group of questions. If you need help understanding the federal, state, or local requirements, contact your Disability and Business Technical Assistance Center.

- ✓ **Follow Up:** Review your Implementation Plan each year to re-evaluate whether more improvements have become readily achievable.

To obtain a copy of the Title III regulations and the Standards or other technical information, call the U.S. Dept. of Justice ADA Information Line at (800) 514-0301 Voice, (202) 514-0381 TDD, or (800) 514-0383 TDD. For questions about ADAAG, contact the Architectural and Transportation Barriers Compliance Board at (800) USA-ABLE.

QUESTIONS

POSSIBLE SOLUTIONS

QUESTIONS		Yes	No	POSSIBLE SOLUTIONS										
	Ramps, continued Do all ramps longer than 6 feet have railings on both sides?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Add railings.										
<input type="checkbox"/>	Are railings sturdy, and between 34 and 38 inches high?	<input type="checkbox"/>	<input type="checkbox"/>  height	<input type="checkbox"/> Adjust height of railing if not between 30 and 38 inches. <input type="checkbox"/> Secure handrails in fixtures.										
<input type="checkbox"/>	Is the width between railings or curbs at least 36 inches?	<input type="checkbox"/>	<input type="checkbox"/>  width	<input type="checkbox"/> Relocate the railings. <input type="checkbox"/> Widen the ramp.										
	Are ramps non-slip?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Add non-slip surface material.										
<input type="checkbox"/>	Is there a 5-foot-long level landing at every 30-foot horizontal length of ramp, at the top and bottom of ramps and at switchbacks?	<input type="checkbox"/>	<input type="checkbox"/>  length	<input type="checkbox"/> Remodel or relocate ramp.										
<input type="checkbox"/>	Does the ramp rise no more than 30 inches between landings?	<input type="checkbox"/>	<input type="checkbox"/>  rise	<input type="checkbox"/> Remodel or relocate ramp.										
<hr/>														
<input type="checkbox"/>	Parking and Drop-Off Areas (ADAAG 4.6) Are an adequate number of accessible parking spaces available (8 feet wide for car plus 5-foot access aisle)? For guidance in determining the appropriate number to designate, the table below gives the ADAAG requirements for new construction and alterations (for lots with more than 100 spaces, refer to ADAAG):	<input type="checkbox"/>	<input type="checkbox"/>  number of accessible spaces Note widths of existing accessible spaces:	<input type="checkbox"/> Reconfigure a reasonable number of spaces by repainting stripes.										
	<table border="1"> <thead> <tr> <th>Total spaces</th> <th>Accessible</th> </tr> </thead> <tbody> <tr> <td>1 to 25</td> <td>1 space</td> </tr> <tr> <td>26 to 50</td> <td>2 spaces</td> </tr> <tr> <td>51 to 75</td> <td>3 spaces</td> </tr> <tr> <td>76 to 100</td> <td>4 spaces</td> </tr> </tbody> </table>	Total spaces	Accessible	1 to 25	1 space	26 to 50	2 spaces	51 to 75	3 spaces	76 to 100	4 spaces			
Total spaces	Accessible													
1 to 25	1 space													
26 to 50	2 spaces													
51 to 75	3 spaces													
76 to 100	4 spaces													
<input type="checkbox"/>	Are 8-foot-wide spaces, with minimum 8-foot-wide access aisles, and 98 inches of vertical clearance, available for lift-equipped vans?	<input type="checkbox"/>	<input type="checkbox"/>  width/ vertical clearance	<input type="checkbox"/> Reconfigure to provide van-accessible space(s).										
	At least one of every 8 accessible spaces must be van-accessible (with a minimum of one van-accessible space in all cases).													

QUESTIONS

POSSIBLE SOLUTIONS

	Yes	No
<p>ENTRANCE, continued</p> <p>11111 Is the threshold edge 1/4-inch high or less, or if beveled edge, no more than 3/4-inch high?</p>	<input type="checkbox"/>	<input type="checkbox"/>
	<div style="border: 1px solid black; width: 100px; height: 20px; margin: 0 auto;"></div> <p style="text-align: center;">height</p>	
<p>11111 If provided, are carpeting or mats a maximum of 1/2-inch high?</p>	<input type="checkbox"/>	<input type="checkbox"/>
	<div style="border: 1px solid black; width: 100px; height: 20px; margin: 0 auto;"></div> <p style="text-align: center;">height</p>	
<p>Are edges securely installed to minimize tripping hazards?</p>	<input type="checkbox"/>	<input type="checkbox"/>
<p>11111 Is the door handle no higher than 48 inches and operable with a closed fist?</p>	<input type="checkbox"/>	<input type="checkbox"/>
	<div style="border: 1px solid black; width: 100px; height: 20px; margin: 0 auto;"></div> <p style="text-align: center;">height</p>	
<p>The "closed fist" test for handles and controls: Try opening the door or operating the control using only one hand, held in a fist. If you can do it, so can a person who has limited use of his or her hands.</p>		
<p>11111 Can doors be opened without too much force (exterior doors reserved; maximum is 5 lbf for interior doors)?</p>	<input type="checkbox"/>	<input type="checkbox"/>
	<div style="border: 1px solid black; width: 100px; height: 20px; margin: 0 auto;"></div> <p style="text-align: center;">force</p>	
<p>You can use an inexpensive force meter or a fish scale to measure the force required to open a door. Attach the hook end to the doorknob or handle. Pull on the ring end until the door opens, and read off the amount of force required. If you do not have a force meter or a fish scale, you will need to judge subjectively whether the door is easy enough to open.</p>		
<p>11111 If the door has a closer, does it take at least 3 seconds to close?</p>	<input type="checkbox"/>	<input type="checkbox"/>
	<div style="border: 1px solid black; width: 100px; height: 20px; margin: 0 auto;"></div> <p style="text-align: center;">seconds</p>	

- If there is a single step with a rise of 6 inches or less, add a short ramp.
- If there is a threshold greater than 3/4-inch high, remove it or modify it to be a ramp.
- Replace or remove mats.
- Secure carpeting or mats at edges.
- Lower handle.
- Replace inaccessible knob with a lever or loop handle.
- Retrofit with an add-on lever extension.
- Adjust the door closers and oil the hinges.
- Install power-assisted or automatic door openers.
- Install lighter doors.
- Adjust door closer.

QUESTIONS

POSSIBLE SOLUTIONS

Rooms and Spaces (ADAAG 4.2, 4.4, 4.5)
 Are all aisles and pathways to materials and services at least 36 inches wide?

Yes No

width

Rearrange furnishings and fixtures to clear aisles.

Is there a 5-foot circle or T-shaped space for turning a wheelchair completely?

width

Rearrange furnishings to clear more room.

Is carpeting low-pile, tightly woven, and securely attached along edges?

Secure edges on all sides.
 Replace carpeting.

In circulation paths through public areas, are all obstacles cane-detectable (located within 27 inches of the floor or higher than 80 inches, or protruding less than 4 inches from the wall)?

height/
protrusion

Remove obstacles.
 Install furnishings, planters, or other cane-detectable barriers underneath.

Emergency Egress (ADAAG 4.28)
 If emergency systems are provided, do they have both flashing lights and audible signals?

Install visible and audible alarms.
 Provide portable devices.

Signage for Goods and Services (ADAAG 4.30)
 Different requirements apply to different types of signs.

If provided, do signs and room numbers designating permanent rooms and spaces where goods and services are provided comply with the appropriate requirements for such signage?

Provide signs that have raised letters, Grade II Braille, and that meet all other requirements for permanent room or space signage. (See ADAAG 4.1.3(16) and 4.30.)

• Signs mounted with centerline 60 inches from floor.

Y N

height

• Mounted on wall adjacent to latch side of door, or as close as possible.

• Raised characters, sized between 5/8 and 2 inches high, with high contrast (for room numbers, rest rooms, exits).

character height

• Brailled text of the same information.

• If pictogram is used, it must be accompanied by raised characters and braille.

QUESTIONS

POSSIBLE SOLUTIONS

Seats, Tables, and Counters, continued
 At each type of cashier counter, is there a portion of the main counter that is no more than 36 inches high?

Yes No

height

- Provide a lower auxiliary counter or folding shelf.
- Arrange the counter and surrounding furnishings to create a space to hand items back and forth.

Is there a portion of food-ordering counters that is no more than 36 inches high, or is there space at the side for passing items to customers who have difficulty reaching over a high counter?

height

- Lower section of counter.
- Arrange the counter and surrounding furnishings to create a space to pass items.

Vertical Circulation (ADAAG 4.1.3(5), 4.3)
 Are there ramps, lifts, or elevators to all public levels?

- Install ramps or lifts.
- Modify a service elevator.
- Relocate goods or services to an accessible area.

On each level, if there are stairs between the entrance and/or elevator and essential public areas, is there an accessible alternate route?

- Post clear signs directing people along an accessible route to ramps, lifts, or elevators.

Stairs (ADAAG 4.9)
 The following questions apply to stairs connecting levels *not* serviced by an elevator, ramp, or lift.

Do treads have a non-slip surface?

- Add non-slip surface to treads.

Do stairs have continuous rails on both sides, with extensions beyond the top and bottom stairs?

- Add or replace handrails if possible within existing floor plan.

Elevators (ADAAG 4.10)
 Are there both visible and verbal or audible door opening/closing and floor indicators (one tone = up, two tones = down)?

- Install visible and verbal or audible signals.

Are the call buttons in the hallway no higher than 42 inches?

height

- Lower call buttons.
- Provide a permanently attached reach stick.

Do the controls inside the cab have raised and braille lettering?

- Install raised lettering and braille next to buttons.

QUESTIONS

POSSIBLE SOLUTIONS

	Yes	No	
<p>Doorways and Passages, continued</p> <p>Are pictograms or symbols used to identify rest rooms, and, if used, are raised characters and braille included below them?</p>	<input type="checkbox"/>	<input type="checkbox"/>	<p><input type="checkbox"/> If symbols are used, add supplementary verbal signage with raised characters and braille below pictogram symbol.</p>
<p>707.11 Is the doorway at least 32 inches clear?</p>	<input type="checkbox"/>	<input type="checkbox"/>	<p><input type="checkbox"/> Install offset (swing-clear) hinges.</p> <p><input type="checkbox"/> Widen the doorway.</p>
<p>707.12 Are doors equipped with accessible handles (operable with a closed fist), 48 inches high or less?</p>	<input type="checkbox"/>	<input type="checkbox"/>	<p><input type="checkbox"/> Lower handles.</p> <p><input type="checkbox"/> Replace knobs or latches with lever or loop handles.</p> <p><input type="checkbox"/> Add lever extensions.</p> <p><input type="checkbox"/> Install power-assisted or automatic door openers.</p>
<p>707.13 Can doors be opened easily (5 lbf maximum force)?</p>	<input type="checkbox"/>	<input type="checkbox"/>	<p><input type="checkbox"/> Adjust or replace closers.</p> <p><input type="checkbox"/> Install lighter doors.</p> <p><input type="checkbox"/> Install power-assisted or automatic door openers.</p>
<p>707.14 Does the entry configuration provide adequate maneuvering space for a person using a wheelchair?</p> <p>A person in a wheelchair needs 36 inches of clear width for forward movement, and a 5-foot diameter or T-shaped clear space to make turns. A minimum distance of 48 inches clear of the door swing is needed between the two doors of an entry vestibule.</p>	<input type="checkbox"/>	<input type="checkbox"/>	<p><input type="checkbox"/> Rearrange furnishings such as chairs and trash cans.</p> <p><input type="checkbox"/> Remove inner door if there is a vestibule with two doors.</p> <p><input type="checkbox"/> Move or remove obstructing partitions.</p>
<p>707.15 Is there a 36-inch-wide path to all fixtures?</p>	<input type="checkbox"/>	<input type="checkbox"/>	<p><input type="checkbox"/> Remove obstructions.</p>
<p>Stalls (ADAAG 4.17)</p> <p>Is the stall door operable with a closed fist, inside and out?</p>	<input type="checkbox"/>	<input type="checkbox"/>	<p><input type="checkbox"/> Replace inaccessible knobs with lever or loop handles.</p> <p><input type="checkbox"/> Add lever extensions.</p>
<p>707.16 Is there a wheelchair-accessible stall that has an area of at least 5 feet by 5 feet, clear of the door swing, OR is there a stall that is less accessible but that provides greater access than a typical stall (either 36 by 69 inches or 48 by 69 inches)?</p>	<input type="checkbox"/>	<input type="checkbox"/>	<p><input type="checkbox"/> Move or remove partitions.</p> <p><input type="checkbox"/> Reverse the door swing if it is safe to do so.</p>

QUESTIONS

POSSIBLE SOLUTIONS

Drinking Fountains, continued

TTTTT Is there one fountain with its spout no higher than 36 inches from the ground, and another with a standard height spout (or a single "hi-lo" fountain)?

Are controls mounted on the front or on the side near the front edge, and operable with one closed fist?

TTTTT Is each water fountain cane-detectable (located within 27 inches of the floor or protruding into the circulation space less than 4 inches from the wall)?

Yes No

height

height/
protrusion

Telephones (ADAAG 4.31)

TTTTT If pay or public use phones are provided, is there clear floor space of at least 30 by 48 inches in front of at least one?

clear space

TTTTT Is the highest operable part of the phone no higher than 48 inches (up to 54 inches if a side approach is possible)?

height

TTTTT Does the phone protrude no more than 4 inches into the circulation space?

protrusion

Does the phone have push-button controls?

Is the phone hearing-aid compatible?

Is the phone adapted with volume control?

Is the phone with volume control identified with appropriate signage?

If there are four or more public phones in the building, is one of the phones equipped with a text telephone (TT or TDD)?

Is the location of the text telephone identified by accessible signage bearing the International TDD Symbol?

- Provide cup dispensers for fountains with spouts that are too high.
- Provide accessible cooler.
- Replace the controls.
- Place a planter or other cane-detectable barrier on each side at floor level.

- Move furnishings.
- Replace booth with open station.

- Lower telephone.

- Place a cane-detectable barrier on each side at floor level.

- Contact phone company to install push-buttons.

- Have phone replaced with a hearing-aid compatible one.

- Have volume control added.

- Add signage.

- Install a text telephone.
- Have a portable TT available.
- Provide a shelf and outlet next to phone.

- Add signage.

445 Schoolhouse Road
Johnstown, PA 15904
Phone: 814-533-2493
Fax: 814-533-2395

Statement of Work for the PA CareerLink Cambria County relocation into the Cambria County Library located on 248 Main St Johnstown Pa.

1. Construct a 8' x 75' wall with 2 doors to separate Library from CareerLink offices.
2. Construct (5) 10x10 offices along the CareerLink side of the wall.
3. Construct a wall 3' x 35' to separate library from CRA.
4. Install (14) 6x9 cubicles in the CareerLink office space.
5. Install an Electrical Sub-Panel in IT room.
6. Install IT data racks/panels in IT Room.
7. Construct 8' x 25' with door inside Classroom.