

ATTORNEY GENERAL OF THE STATE OF NEW YORK
CIVIL RIGHTS BUREAU

In the Matter of:

MAIN STREET LOFTS YONKERS, LLC

ASSURANCE OF
DISCONTINUANCE
PURSUANT TO
NEW YORK STATE
EXECUTIVE LAW § 63(15)

AOD 09-180

WHEREAS, pursuant to the provisions of New York State Executive Law § 63(12), Andrew M. Cuomo, Attorney General of the State of New York, has conducted an investigation into whether Main Street Lofts Yonkers, LLC discriminated against persons with disabilities by failing to construct a 170-unit residential complex, currently known as 66 Main Street Lofts (“66 Main”), in compliance with all applicable legal accessibility requirements;

WHEREAS, 66 Main is comprised of one building located at 66 Main Street, Yonkers, New York; and includes a variety of amenities, including a community room, a media room, a fitness center, a basketball court, a rooftop deck, a mail room and package room, and a parking garage;

WHEREAS, Main Street Lofts Yonkers, LLC is a New York-based real estate development and property management company that constructs and has constructed multi-family residential properties, including 66 Main;

WHEREAS, 66 Main is subject to the accessible design and construction requirements of the New York State Human Rights Law, New York State Executive Law §§ 290 *et seq.*; Building Code of New York State §§ 1101 *et seq.*; Title VIII of the Civil Rights Act of 1968 as amended by the Fair Housing Amendments Act of 1988, 42 U.S.C. §§ 3601-3619; and Title III of the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12181 *et seq.*;

WHEREAS, New York State Executive Law § 63(12) prohibits repeated or persistent fraudulent or illegal acts in the transaction of business;

WHEREAS, the parties desire to obviate the need for further investigation or litigation, and it is expressly understood that, with respect to the investigation of the Office of the Attorney General (“OAG”), this agreement is entered into solely for the purposes of avoiding the expense and inconvenience of further investigation and litigation; and

WHEREAS, in consideration of the covenants and understandings set forth herein and intending to be legally bound thereby, the parties hereby agree as follows:

PART ONE: DEFINITIONS

1. As used throughout this Assurance of Discontinuance, the terms set forth below shall mean as follows:
 - (a) “Accessibility Requirements” means all legal requirements governing the design and construction of multi-family dwellings set forth in New York State Executive Law § 296(18)(3), Building Code of New York State §§1101 *et seq.* (2002), 42 U.S.C. § 3604(f)(3)(C), the Fair Housing Act Accessibility Guidelines, and 42 U.S.C. § 12183(a)(1).
 - (b) “Assurance” means this Assurance of Discontinuance.
 - (c) “Complex” means 66 Main Street Lofts, the multi-family residential complex located at 66 Main Street, Yonkers, New York.
 - (d) “Complex Covered Units” means all dwelling units in the Complex.
 - (e) “Complex Owner” means Main Street Lofts Yonkers, LLC, its principals, directors, owners, officers, shareholders, successors, assigns, subsidiaries and affiliates, “d/b/a” companies, and any other business entities whom any such individuals may hereafter form or control.
 - (f) “Effective Date” means the date this Assurance is executed by the parties hereto.
 - (g) “Employee” means any owner, officer or employee of Main Street Lofts Yonkers, LLC.
 - (h) “New York Covered Multi-Family Dwellings” means any “covered multi-family dwelling,” as defined in 42 U.S.C. § 3604(f)(7), located in the State of New York and designed or constructed by Main Street Lofts Yonkers, LLC after the Effective Date.
 - (i) Terms of construction:
 - i. “All” means “any and all” and “any” means “any and all.”
 - ii. “Day” refers to a calendar day, not a business day.
 - iii. “Including” means including but not limited to.
 - iv. The singular of any word includes the plural; the plural of any word includes the singular.

PART TWO: ATTORNEY GENERAL'S INVESTIGATION AND FINDINGS

2. The OAG conducted an investigation into whether recently constructed multi-family residential properties were designed and constructed in accordance with federal and state law. Specifically, undercover tests were conducted at a number of residential properties, including the Complex. Testers visited the Complex and told the rental agent that they were looking for an apartment for their relative who uses a wheelchair. When they were shown several units and toured the common areas of the Complex, the testers observed features that did not comply with the Accessibility Requirements.
3. In response to the test results, the OAG retained an expert to conduct a comprehensive on-site inspection of the Complex with the cooperation of Complex Owner. The inspection was designed to assess compliance with the Accessibility Requirements.
4. The on-site inspection revealed violations in the dwelling units, common use areas, and pathways, by failing to comply with certain aspects of the Accessibility Requirements. As a result, individuals with disabilities may be unable to fully enjoy and access the accommodations and facilities available at the Complex.
5. Based on the foregoing, the OAG has concluded that Complex Owner failed to construct the Complex in accordance with New York State Executive Law § 296(18)(3), Building Code of New York State §§ 1101 *et seq.* (2002), 42 U.S.C. § 3604(f)(3)(C), the Fair Housing Act Accessibility Guidelines and 42 U.S.C. § 12183(a)(1).

IT NOW APPEARING THAT Complex Owner desires to settle and resolve the issues raised by the investigation without admitting or denying the OAG's findings, Complex Owner and the OAG hereby enter into this Assurance.

PART THREE: COMPLIANCE WITH THE LAW

6. Complex Owner shall comply with the applicable obligations, terms, and conditions of New York State Executive Law § 296(18)(3), Building Code of New York State §§1101 *et seq.*, 42 U.S.C. § 3604(f)(3)(C), the Fair Housing Act Accessibility Guidelines, and 42 U.S.C. § 12183(a)(1).
7. All New York Covered Multi-Family Dwellings shall comply with the applicable provisions of the New York State Executive Law § 296(18)(3), Building Code of New York State §§1101 *et seq.*, 42 U.S.C. § 3604(f)(3)(C), the Fair Housing Act Accessibility Guidelines, and 42 U.S.C. § 12183(a)(1).

PART FOUR: RETROFITS TO THE COMPLEX

8. Complex Owner shall complete each of the retrofits to the Complex set forth in this Part. These modifications shall be completed using good workperson-like standards. Complex Owner shall attempt in good faith to minimize any inconvenience to the tenants of the

Complex resulting from the completion of the retrofits.

9. Complex Owner shall pay all expenses associated with the retrofits required by this Part. No tenant shall be charged any additional rent, deposit, or other fee as a result of these modifications. Complex Owners shall be able to raise rents that are within the normal course of business.

Public and Common Use Areas

10. Within one (1) year of the Effective Date, Complex Owner shall make all of the retrofits to the public and common use areas of the Complex that are set forth in Appendix A.

Dwelling Units

11. Within three (3) years of the Effective Date, Complex Owner shall make all of the retrofits (the "Required Unit Retrofits") to the interior and exterior of all Complex Covered Units that are set forth in Appendix B.
12. Within thirty (30) days of the Effective Date, Complex Owner shall deliver to all tenants of a Complex Covered Unit a written notice that informs them of the Required Unit Retrofits and the Optional Unit Retrofits. The Optional Unit Retrofits are set forth in Appendix C. The notice shall offer tenants an opportunity to schedule a time to complete the Required Unit Retrofits, and shall offer them the opportunity to request any Optional Unit Retrofits. Complex Owner shall attempt to accommodate any tenant's scheduling requests. The notice shall be substantially in the form of Appendix D.
13. If a tenant of a Complex Covered Unit asks that the Required Unit Retrofits or the Optional Unit Retrofits be completed as soon as possible, such modifications shall be completed within ninety (90) days of the tenant's request, subject to reasonable delays caused by adverse weather conditions. Any delay will be subject to the approval of the OAG, which shall not be unreasonably withheld.
14. If a tenant indicates that he or she intends to vacate the unit within the next twelve (12) months and would prefer that the Required Unit Retrofits occur after he or she vacates, Complex Owner shall attempt in good faith to accommodate this request.
15. With respect to any Complex Covered Unit that becomes vacant after the Effective Date, Complex Owner shall complete the Required Unit Retrofits prior to re-letting such Complex Covered Unit and prior to the last day of the three (3) year period set forth in Paragraph 11.
16. If a tenant must vacate a Complex Covered Unit for more than twenty-four (24) consecutive hours in order to complete the modifications, Complex Owner shall pay such tenant the applicable state government per diem rate for food and lodging for the local area for each day that the tenant must reside elsewhere. Such payment shall be made

prior to the commencement of the renovations so that the tenant can use the money to pay for alternative living accommodations.

17. Notwithstanding the provision of Paragraph 13, within three (3) years of the Effective Date, Complex Owner shall make the Optional Unit Retrofits in at least twenty-five percent (25%) of all Complex Covered Units and shall ensure that the twenty-five percent (25%) includes a variety of unit types (e.g. one bedroom, two bedroom, etc.) and a variety of balcony and patio types. However, the installation of grab bars in the bathrooms of Complex Covered Units is exempt from the above twenty-five percent (25%) requirement and Complex Owners are only required to install grab bars upon the request of a tenant.
18. Complex Owner shall include the written notice of the Required Unit Retrofits and the Optional Unit Retrofits (Appendix D) as part of the application package.

PART FIVE: INSPECTIONS OF THE COMPLEX

19. Within ninety (90) days of the Effective Date, Complex Owner shall engage an independent consultant (“Consultant”) to conduct on-site inspections of the Complex to determine whether the retrofits have been completed in accordance with Part Four and whether the Complex complies with this Assurance. The Consultant shall have expertise in the Accessibility Requirements. The selection of the Consultant will be subject to the approval of the OAG, which shall not be unreasonably withheld.
20. The Consultant shall conduct on-site inspections of the Complex six (6) months after the Effective Date, and every six (6) months thereafter until the Consultant certifies that all of the retrofits have been fully and satisfactorily completed. At the request of Complex Owner, the Consultant may conduct additional interim inspections. Prior to each inspection, Complex Owner shall identify in writing for the Consultant which dwelling units have been modified during the prior six (6) months. Each inspection shall cover any public and common use area and any dwelling units that Complex Owner indicates have been modified prior to the inspection. Subsequent inspections shall cover any additional public and common use areas and dwelling units modified during the previous six (6) months, and any areas that were previously inspected and found not to be in compliance with Part Four.
21. Within thirty (30) days of the completion of each on-site inspection, the Consultant shall prepare and provide to the OAG and Complex Owner a written report (“Monitoring Report”) summarizing the extent to which the retrofits required by Part Four have been completed, and whether the retrofits have been done in a manner consistent with good workperson-like standards. Each Monitoring Report shall include a description of the methodology used by the Consultant, a description of the Consultant’s findings with respect to each dwelling unit and public and common use area inspected, and digital photographs supporting these findings. If the Consultant concludes that any of the retrofits have not been completed in accordance with Part Four, Complex Owner shall

correct the specified deficiencies within a reasonable period of time to be specified in the Monitoring Report. This period of time shall be subject to the approval of the OAG, which shall not be unreasonably withheld.

22. Complex Owner shall be required to pay a monetary penalty to the OAG if the Consultant's Monitoring Report concludes that:
 - (a) Any of the retrofits to the public and common use areas have not been completed in accordance with Part Four within fifteen (15) months of the Effective Date, plus any cure period approved by the OAG pursuant to Paragraph 21; or
 - (b) Any of the retrofits to the Complex Covered Units have not been completed in accordance with Part Four within thirty-nine (39) months of the Effective Date, plus any cure period approved by the OAG pursuant to Paragraph 21.
23. The monetary penalty shall be equal to one thousand dollars (\$1,000) for each day that the incomplete retrofits identified in the Consultant's Monitoring Report remain incomplete after the last day of such required time periods plus any cure periods approved by the OAG pursuant to Paragraph 21. The Consultant shall certify the date on which such identified deficiencies have been remedied and provide such certification to the OAG. Within thirty (30) days of receiving such certification, the OAG shall notify Complex Owner of any monetary penalty and such penalty shall be paid within ten (10) days. Payment shall be in the form of a certified or bank check made out to the New York State Department of Law and forwarded to the Office of Attorney General, Civil Rights Bureau, 120 Broadway, New York, New York 10271, Attention: Assistant Attorney General Vilda Vera Mayuga.
24. Complex Owner shall be responsible for compensating the Consultant, and such compensation shall be made without regard to the Consultant's determinations.
25. The OAG reserves the right to conduct on-site inspections of the Complex to determine whether the retrofits have been completed in accordance with Part Four and whether the Complex complies with the Accessibility Requirements, as provided herein.

PART SIX: MONETARY RELIEF

26. Complex Owner shall pay to the OAG the sum of twenty-five thousand dollars (\$25,000) to the State of New York. Payment shall be made within ten (10) days of the Effective Date and in the form of a certified or bank check made out to the New York State Department of Law and forwarded to the Office of Attorney General, Civil Rights Bureau, 120 Broadway, New York, New York 10271, Attention: Assistant Attorney General Vilda Vera Mayuga.

27. Individuals who were harmed as a result of Complex Owner's failure to construct the Complex in accordance with the Accessibility Requirements will be eligible to receive restitution from the amount paid to the OAG pursuant to Paragraph 26.
28. Notice.
- (a) Within thirty (30) days of the Effective Date, Complex Owner shall send by first-class mail the Notice of Settlement, attached as Appendix E, to all current tenants of the Complex and to the last known address of all previous tenants of the Complex.
- (b) Within thirty (30) days of the Effective Date, Complex Owner shall ensure that the Notice of Settlement is published in The Yonkers Tribune and The Journal News on at least two (2) separate occasions.
29. Within one hundred and fifty (150) days of the Effective Date, individuals claiming to be eligible for restitution ("Claimants") must submit to the OAG a written statement demonstrating that they meet the criteria set forth in the Notice of Settlement. The OAG will then evaluate the claims for compensation and will determine, in a fair and equitable manner and as the OAG deems appropriate, whether a Claimant is entitled to compensation and, if so, in what amount. The OAG will then disburse the funds described in Paragraph 26 accordingly.
30. Upon request, Complex Owner shall provide the OAG with any information within its possession, custody, or control that will assist the OAG in identifying or locating individuals who may be eligible for restitution.

PART SEVEN: TRAINING

31. Within sixty (60) days of the Effective Date, all Employees who are involved in the design and construction of New York Covered Multi-Family Dwellings shall attend an in-person training session on the design and construction accessibility requirements applicable to multi-family housing under New York State and federal law. The training shall be conducted by an individual or entity with extensive experience and familiarity with these laws. The selection of the training provider shall be subject to the approval of the OAG, which shall not be unreasonably withheld.
32. All Employees who attend the training session shall acknowledge in writing that they have done so, using the acknowledgment form annexed as Appendix F.
33. All Employees who are hired more than sixty (60) days after the Effective Date and are involved in the design and construction of New York Covered Multi-Family Dwellings will receive the training referenced in this Part within thirty (30) days of their start date.

PART EIGHT: SIGNAGE AND ADVERTISING

34. Complex Owner shall prominently post in a conspicuous location in the Complex's rental office a sign indicating that all dwelling units are available for rental on a nondiscriminatory basis. A fair housing poster that complies with 24 C.F.R. Part 110 will be deemed sufficient.
35. Within one hundred and eighty (180) days of the Effective Date, Complex Owner shall include the international symbol of accessibility in a conspicuous location in all newspaper or Internet advertisements, brochures, or other promotional materials regarding the Complex.
36. At least once every three (3) months, Complex Owner shall distribute by first-class mail a brochure for the Complex and a listing of available apartments to at least two local not-for-profit organizations that provide services to the disabled community in Yonkers. Prior to completing such mailings, Complex Owner shall notify the OAG of the organizations Complex Owner has selected to receive the mailings. The organizations will be subject to the approval of the OAG, which shall not be unreasonably withheld.
37. Complex Owner shall include the international symbol of accessibility in a conspicuous location in all future newspaper or Internet advertisements, brochures, or other promotional materials regarding New York Covered Multi-Family Dwellings.

PART NINE: NEW COMPLEX OWNER MULTI-FAMILY PROPERTIES

38. Prior to the commencement of the construction of any New York Covered Multi-Family Dwelling, Complex Owner shall provide the Consultant with all relevant architectural and site plans and drawings. Within thirty (30) days of receiving these plans and drawings, the Consultant shall review them and determine whether they comply with the accessibility requirements under New York State Executive Law § 296(18)(3), Building Code of New York State §§1101 *et seq.*, 42 U.S.C. § 3604(f)(3)(C), the Fair Housing Act Accessibility Guidelines, and 42 U.S.C. § 12183(a)(1). Complex Owner may not commence construction until the Consultant provides Complex Owner and the OAG with a written certification that the plans and drawings comply with such requirements.

PART TEN: RECORD-KEEPING AND REPORTING

39. Complex Owner shall maintain the following records during the duration of the Assurance:
 - (a) All documents concerning the work performed to complete the retrofits required by Part Four, including but not limited to plans, drawings, and invoices;
 - (b) All documents concerning the design and construction of New York Covered Multi-Family Dwellings prepared during the duration of this Assurance;

- (c) Copies of all advertisements, brochures, or other promotional materials regarding the Complex and any other New York Covered Multi-Family Dwelling;
 - (d) All executed training acknowledgment forms required to be completed by Paragraph 32;
 - (e) All documents concerning any request made by a tenant or prospective tenant of the Complex or of a New York Covered Multi-Family Dwelling seeking an accommodation related to an individual's disability; and
 - (f) Copies of all mailings required to be sent pursuant to Paragraphs 28 and 36.
40. Within seventy-five (75) days of the Effective Date, Complex Owner shall provide the OAG with copies of the executed training acknowledgment forms for any Employee who received the training required by Part Seven. With respect to new Employees who receive the training thereafter, Complex Owner shall provide the OAG with copies of the executed training acknowledgment forms on the first business day of each calendar year.
41. Complex Owner shall advise the OAG within fifteen (15) business days of receiving any complaint, whether written or oral, alleging discrimination on the basis of disability in housing, and shall provide the OAG with a copy of all documents relating to the complaint.
42. Within fourteen (14) days after receiving a request from the OAG, Complex Owner shall provide the OAG with any records or documents that the OAG reasonably believes relate to compliance with this Assurance. Upon reasonable notice, Complex Owner shall allow the Consultant and the OAG or its representatives to conduct on-site inspections of the Complex.

**PART ELEVEN: SCOPE OF THE ASSURANCE, JURISDICTION,
AND ENFORCEMENT PROVISIONS**

43. This Assurance shall expire three (3) years and six (6) months after the Effective Date, provided that Complex Owner has fully complied with all provisions of the Assurance at that time.
44. Notwithstanding any provision of this Assurance to the contrary, the OAG may, in its sole discretion, grant written extensions of time for Complex Owner to comply with any provision of this Assurance.
45. The signatories to this Assurance warrant and represent that they are duly authorized to execute this Assurance and that they have the authority to take all appropriate action required or permitted to be taken pursuant to this Assurance to effectuate its terms.

46. The OAG may seek to enforce this Assurance through enforcement proceedings including a civil action in federal or state court seeking appropriate relief, such as specific performance of the provisions of this Assurance. Pursuant to New York State Executive Law § 63(15), evidence of a violation of the Assurance will constitute *prima facie* proof of a violation of the applicable laws in any civil action or proceeding hereafter commenced by the OAG. In the event of a dispute among the parties regarding any issue arising hereunder, the parties will attempt in good faith to resolve the dispute before seeking judicial intervention.
47. Any failure by the OAG to enforce this entire Assurance or any provision thereof with respect to any deadline or any other provision herein shall not be construed as a waiver of the OAG's right to enforce other deadlines and provisions of this Assurance.
48. If any provision, term, or clause of this Assurance is declared illegal, unenforceable, or ineffective in a legal forum, such provision, term, or clause shall be deemed severable, such that all other provisions, terms, and clauses of this Assurance shall remain valid and binding on the parties.
49. This Assurance constitutes the entire agreement between Complex Owner and the OAG 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 Assurance shall be enforceable. Any amendments or modifications to this Assurance shall be executed by all parties to this Assurance.
50. Nothing in this Assurance is intended to, nor shall, limit the OAG's investigatory or compliance review powers otherwise provided by law or this Assurance.
51. This Assurance may be executed in multiple counterparts, each of which shall be deemed a duplicate original.
52. This Assurance is final and binding on the parties, including principals, agents, representatives, successors in interest, assigns, and legal representatives thereof. No assignment by any party hereto shall operate to relieve such party of its obligations herewith.
53. Complex Owner agrees not to take any action or to make or permit to be made any public statement denying, directly or indirectly, any finding in this Assurance or creating the impression that this Assurance is without factual basis. Nothing in this paragraph affects Complex Owner's (a) testimonial obligations; or (b) right to take legal or factual positions in defense of litigation or other legal proceedings to which the Attorney General is not a party.
54. In the event that Complex Owner decides to sell or transfer ownership, in whole or in part, of the Complex prior to the completion of all of the retrofits required by Part Four, Complex Owner shall either: (a) allow all of the remaining retrofits to be completed and

inspected prior to the completion of the sale or transfer, in which case the sale or transfer may be completed upon the Consultant's certification that all of the required modifications have been fully completed; or (b) provide the purchaser or transferee with this Assurance and require that the purchaser or transferee agree in writing to comply with all of Complex Owner's obligations under this Assurance as a condition of the sale or transfer. The sale or transfer of ownership, in whole or in part, of the Complex shall not affect Complex Owner's obligation to complete the retrofits to the Complex required by Part Four, unless the purchaser or transferee agrees in writing, as a condition of the sale or transfer, to complete such modifications and be bound by the applicable terms of this Assurance.

55. Any payments and all correspondence related to this Assurance shall reference OAG Assurance Number AOD 09-180.
56. All communications and notices regarding this Assurance shall be sent by first-class mail and, if twenty-five (25) pages or fewer in length, by facsimile, to:

Office of the Attorney General:

Vilda Vera Mayuga
Assistant Attorney General
Civil Rights Bureau
Office of the NYS Attorney General
120 Broadway, 23rd Floor
New York, New York 10271
Tel. (212) 416-8344
Fax (212) 416-8074

Main Street Lofts Yonkers, LLC:

Karl J. Sleight
677 Broadway
Suite 1101
Albany, New York 12207
Tel. (518) 701-2716
Fax (518) 427-0235

IN WITNESS THEREOF, the undersigned subscribe their names:

Dated: Yonkers, New York
December 24, 2009

MAIN STREET LOFTS YONKERS, LLC

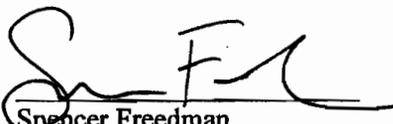
By: 
KENNETH W. DEARDEN, MEMBER

CONSENTED TO:

Dated: New York, New York
~~December 5, 2009~~
April 2010

ANDREW M. CUOMO
Attorney General of the State of New York

By: 
Alphonso B. David
Bureau Chief
Civil Rights Bureau


Spencer Freedman
Counsel
Civil Rights Bureau

Vilda Vera Mayuga
Assistant Attorney General
Civil Rights Bureau

Office of the NYS Attorney General
120 Broadway
New York, NY 10271
Tel. (212) 416-8250
Fax (212) 416-8074

Appendix A

Retrofits to Public and Common Use Areas

1. All Public and Common Use Areas

Complex Owner shall make all necessary modifications to ensure that all public and common use areas have the following accessible features and meet the applicable Accessibility Requirements.

- a. All signs designating permanent rooms and spaces must include Braille and raised characters and the sign must be no higher than 60" above the finished floor ("AFF") as set forth in the applicable Accessibility Requirements.
- b. All thresholds at doors intended for user passage on an accessible route must be no more than ½" as set forth in the applicable Accessibility Requirements.
- c. Maneuvering clearance is required on both sides of all doors intended for user passage on an accessible route as set forth in the applicable Accessibility Requirements.

2. Parking Garage

Complex Owner shall make all necessary modifications to ensure that the parking garage has the following accessible features and meets the applicable Accessibility Requirements.

- a. The bottom of the signs at the accessible parking spaces and their respective access aisles must be at least 60" AFF.

3. Trash Rooms

Complex Owner shall make all necessary modifications to ensure that trash rooms have the following accessible features and meet the applicable Accessibility Requirements.

- a. There must be at least 36" of clear floor space provided at each trash chute that is located within an alcove deeper than 24".
- b. The closer on the entrance door must be adjusted to eliminate trap and/or hazardous condition.
- c. The baseline of the characters on the entry door signs must not exceed 60" AFF nor be below 48" AFF.

4. Lobby

Complex Owner shall make all necessary modifications to ensure that the lobby has the following accessible features and meets the applicable Accessibility Requirements.

- a. The top of the operable part of the call box buttons in the lobby vestibule must be no higher than 48" AFF.
- b. Accessible mailboxes must be provided for each Complex Covered Unit, including each mailbox must be no higher than 48" AFF.

5. Package Room

Complex Owner shall make all necessary modifications to ensure that the package room has the following accessible features and meets the applicable Accessibility Requirements.

- a. The sidelight of the entry door from the lobby must be no higher than 43" AFF.
- b. The sidelight of the entry door from the service corridor must be no higher than 43" AFF.
- c. There must be at least 48" provided between the doors in series.

6. Restrooms

Complex Owner shall make all necessary modifications to ensure that the restrooms have the following accessible features and meet the applicable Accessibility Requirements.

Restroom in Service Hallway

- a. There must be at least 60" perpendicular for a forward approach to pull at the entry door.
- b. The distance between the centerline of the water closet and the adjacent wall or partition must not exceed 18".
- c. The width of the clear floor space at the water closet must be at least 60" measured perpendicular to the sidewall.

Men's and Women's 9th Floor Restrooms

- a. The baseline of the characters on the entry door sign must not exceed 60" AFF nor be below 48" AFF.

- b. Signage on the entry door must be provided in the proper location. (*this is only applicable to the Men's Restroom*)
- c. The wall switch must be no higher than 48" AFF.
- d. There must be at least 60" of clear floor space at the water closet.
- e. The distance between the centerline of the water closet and the adjacent wall or partition must not exceed 18".
- f. The centerline of the toilet paper dispenser must not exceed 9" from the front of the water closet.
- g. The top of the operable part of the coat hook must not exceed 48" AFF.

7. Community Room

Complex Owner shall make all necessary modifications to ensure that the community room has the following accessible features and meets the applicable Accessibility Requirements.

- a. The wall switches must be no higher than 48" AFF.
- b. The thermostats must be no higher than 48" AFF.
- c. The kitchen sink depth must not exceed 6 ½".
- d. A 30"-wide lowered work area with knee and toe clearance that complies with the Accessibility Requirements must be provided in the kitchen area.
- e. The top of the bottom shelf of the cabinets above the countertop in the kitchen must not exceed 48" AFF.
- f. The top of the shelves of the base cabinets in the kitchen must be at least 15" AFF.

8. Media Room

Complex Owner shall make all necessary modifications to ensure that the media room has the following accessible features and meets the applicable Accessibility Requirements.

- a. The wall switches must be no higher than 48" AFF.
- b. The wall-mounted television must not protrude more than 4" from the wall; or the bottom edge must be below 27" or above 80"; or there must be a permanent barrier for cane detection.

9. Fitness Center

Complex Owner shall make all necessary modifications to ensure that the fitness center has the following accessible features and meets the applicable Accessibility Requirements.

- a. The wall switches must be no higher than 48" AFF.
- b. The thermostat must be no higher than 48" AFF.
- c. The cleaning supply shelves by the entry door and by the treadmills must not protrude from the wall more than 4"; or the bottom edge must be below 27" or above 80"; or there must be a permanent barrier for cane detection.
- d. A barrier detectable by the use of a cane must be provided by the wall-mounted televisions where headroom is less than 80" AFF.

10. Basketball Court

Complex Owner shall make all necessary modifications to ensure that the basketball court has the following accessible features and meets the applicable Accessibility Requirements.

- a. The thermostat must be no higher than 48" AFF.

11. Rooftop Deck

Complex Owner shall make all necessary modifications to ensure that the rooftop deck has the following accessible features and meets the applicable Accessibility Requirements.

- a. The left door must have a clear width of at least 32".
- b. The level change of more than ¼" must be beveled.

Appendix B

Required Unit Retrofits

1. All Complex Covered Units

Complex Owner shall make all necessary modifications to All Complex Covered Units to ensure that they have the following accessible features and meet the applicable Accessibility Requirements.

a. General

- i. The light switches must be no higher than 48" above the finished floor ("AFF").
- ii. The thermostats must be no higher than 48" AFF.
- iii. The clear width provided by all doors must be at least 32" nominal.
- iv. The thresholds at the primary entrance door and at all other doors intended for usage passage must be no more than ½" as set forth in the applicable Accessibility Requirements.
- v. Any threshold with a level change of more than ¼" must have a compliant bevel.

b. Kitchen (All Types)

- i. The duplex receptacles serving the countertop must be accessible as set forth in the applicable Accessibility Requirements.

c. Bathroom

i. Lavatory

- (1) The exposed portion of the metal drain pipe beneath the lavatory must be insulated or otherwise protected against contact.

ii. Water Closet

- (1) All walls need to be properly reinforced for installation of grab bars as set forth in the applicable Accessibility Requirements.

Appendix C

Optional Unit Retrofits

Upon the request of a tenant of a Complex Covered Unit, Complex Owner shall make the necessary modifications to ensure that the unit has the following accessible features:

1. General

- a. Maneuvering clearance is required on both sides of a primary entrance door and on both sides of all doors intended for user passage as set forth in the applicable Accessibility Requirements.

2. Kitchen (Galley)

- a. There must be at least 40" of clearance between all opposing elements within the kitchen as set forth in the applicable Accessibility Requirements.

3. Kitchen (U-shaped)

- a. There must be at least 60" of clearance between all opposing elements within the u-shaped kitchen as set forth in the applicable Accessibility Requirements.
- b. There must be at least a 30" by 48" clear floor space centered for a parallel approach to the sink or provide a forward approach as set forth in the applicable Accessibility Requirements.

4. Kitchen (L-shaped)

- a. There must be at least a 30" by 48" clear floor space centered for a parallel approach to the sink or provide a forward approach as set forth in the applicable Accessibility Requirements.

5. Bathroom

- a. Grab bars shall be installed in a manner that complies with the applicable Accessibility Requirements.
- b. There must be at least a 30" by 48" clear floor space for a forward approach at the lavatory and any base cabinet must be removable as set forth in the applicable Accessibility Requirements.
- c. The tub controls, including part of the shower diverter, must be located in the required control area as indicated by the applicable Accessibility Requirements.

- d. A handheld shower unit must be provided.
- e. Water closet sidewalls must be at least 54" to accommodate a 42" grab bar.

6. Washer/Dryer

- a. There must be at least a 30" by 48" clear floor space centered for a parallel approach to the washer/dryer as set forth in the applicable Accessibility Requirements.

7. Patio

- a. The level change between the top of the exterior impervious patio surface and the top of the swing door threshold must be no more than 4 ½" as set forth in the applicable Accessibility Requirements.

Appendix D

Notice of Retrofits

Dear **[insert tenant's name]**:

State and federal law require all units in recently constructed housing to have certain features in order to make them more physically accessible to people with disabilities. The Office of the New York State Attorney General recently conducted an on-site inspection with the cooperation of the Complex Owner and concluded that some of our ground floor apartments and common areas lack certain legally required handicap accessibility features. This is due to the way the property was designed and constructed. As a result, we have agreed to modify some of the apartments and common areas to make them more accessible to current and prospective tenants with disabilities.

Your apartment is one of the units that does not meet all of the accessibility requirements. As a result, it will be necessary to make certain modifications to your apartment and the exterior of your apartment. The renovations will be made at no cost to you. We anticipate that the work will take **[insert time estimate]**. If you have to vacate your apartment for one or more nights while the modifications are being completed, we will pay reasonable housing and relocation expenses in advance of your relocation, however, based on the planned modifications we do not expect this to be necessary.

The required modifications include the following:

[Itemize retrofits for unit]

In addition, we will offer certain additional optional modifications to your unit at no charge if you specifically request them. These changes may be helpful for persons who use wheelchairs or walkers. These optional modifications are designed to make the apartment even more accessible for persons with disabilities, and are listed on the attached card. If you would like to request any of these changes to your unit, please complete and return the attached card to the leasing office.

We are committed to doing everything we can to minimize any inconvenience that you may incur as a result of this project. Please contact the leasing office at **[insert telephone number]** to let us know when would be the best time to complete this work. We will make every effort to accommodate your scheduling preferences. If you intend on vacating your apartment within the next twelve (12) months and do not want us to make the changes until you move, please let us know and we will work to accommodate this request. However, all of the above modifications to your unit must be completed within three (3) years, regardless of whether you remain in the apartment for that period. If you have any questions, please feel free to call us.

Optional Unit Modifications Reply Card

Name: _____

Apt. #: _____

Phone #: _____

I request that the following changes be made without charge to me:

General

___ Maneuvering clearance on both sides of all doors intended for user passage.

Kitchen

___ Additional clear floor space in the kitchen by 1) replacing appliances with smaller appliances; 2) replacing cabinets with smaller cabinets; and/or 3) relocating appliances and cabinets.

___ Additional clear floor space at the kitchen sink by installing removable cabinets.

Bathroom

___ Grab bars in the bathroom.

___ Additional clear floor space at the bathroom sink by installing removable cabinets.

___ Move tub controls (other than the diverter) to the required control area.

___ Handheld shower unit in the bathroom.

Washer/Dryer

___ Additional clear floor space at the washer/dryer.

Patio

___ Accessible patio.

Appendix E

Notice of Settlement

Notice to Potential Victims of Housing Discrimination at 66 Main

The Office of the New York State Attorney General (“OAG”) has entered into an agreement with the parties that own 66 Main – a 170-unit residential property located at 66 Main Street, Yonkers, New York. The agreement addresses disability accessibility features at the property.

Under the terms of this agreement, individuals who were harmed because of the absence of these accessible features may be entitled to monetary compensation. In order to possibly be eligible to recover money, you must meet **at least one** of the following criteria:

- (1) You have a disability and were prevented from or had difficulty applying for, renting, residing at, or visiting an apartment at 66 Main;
- (2) You decided not to live at 66 Main because the property lacked certain accessible features;
- (3) You are a current or former tenant of 66 Main and paid for renovations to make your apartment more accessible; or
- (4) You were otherwise harmed or discriminated against because of your disability due to the lack of accessible features at 66 Main.

If you believe that you are eligible for compensation and wish to submit a claim, you should submit a written statement explaining why you meet any of the above criteria, along with supporting documentation, to:

Office of the NYS Attorney General
Civil Rights Bureau
Re: 66 Main
120 Broadway, 23rd Floor
New York, New York 10271

The OAG will evaluate the claims for compensation and will determine, in a fair and equitable manner, whether you are entitled to compensation. You must submit your claim and all supporting documentation by **[Insert in bold date that is 150 days after Effective Date]**. If you have any questions, you may contact the OAG at 212-416-8250 and reference 66 Main.

Appendix F

Training Acknowledgment Form

I, _____, have attended an in-person training conducted by [insert name of provider] that covered accessibility requirements applicable to multi-family housing under New York State and federal law. I understand that I will be subject to discipline, including potential termination, for failure to comply with these laws.

Signature

Date