

ATTORNEY GENERAL OF THE STATE OF NEW YORK
CIVIL RIGHTS BUREAU

In the Matter of:

RIVERBEND AT WAPPINGERS FALLS, LLC

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

AOD 09-182

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 Riverbend At Wappingers Falls, LLC discriminated against persons with disabilities by failing to construct a 124-unit residential complex, currently known as Riverbend at Wappingers Falls Apartments (“Riverbend Apartments”), in compliance with all applicable legal accessibility requirements;

WHEREAS, Riverbend Apartments is comprised of fourteen buildings located at 80 Sterling Drive, Wappingers Falls, New York; and includes a variety of amenities, including a clubhouse, a fitness center, a pool, a picnic area, mail stations throughout the complex, and parking;

WHEREAS, Riverbend At Wappingers Falls, LLC is a New Jersey-based real estate company that, together with its affiliated entities, constructs and has constructed multi-family residential properties throughout the tri-state area, including the Riverbend Apartments;

WHEREAS, Riverbend Apartments 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 Riverbend at Wappingers Falls Apartments, the multi-family residential complex located at 80 Sterling Drive, Wappingers Falls, New York.
 - (d) “Complex Covered Units” means all ground level units in the Complex, except for units number 505, 606 and 804.
 - (e) “Complex Owner” means Riverbend At Wappingers Falls, 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 Riverbend At Wappingers Falls, 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 Riverbend At Wappingers Falls, 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 ground floor 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 and six (6) months 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 two (2) 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 Covered 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 two (2) 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 two (2) years and six (6) months 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 one (1) year and nine (9) 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 two (2) years and three (3) 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 thousand dollars (\$20,000) 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 Poughkeepsie Journal, the Journal News and the Hudson Register Star 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 Wappingers Falls. 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 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 09-182.
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

Riverbend At Wappingers Falls, LLC:

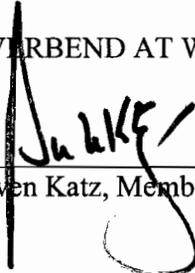
Stephen R. Levy, Esq.
Joel S. Lever, Esq.
Kurzman, Eisenberg, Corbin & Lever, LLP
One North Broadway, 10th Floor
White Plains, NY 10601
Tel. (914) 285-9800
Fax (914) 993-6015

IN WITNESS THEREOF, the undersigned subscribe their names:

Dated: Livingston, New Jersey
December 23, 2009

RIVERBEND AT WAPPINGERS FALLS, LLC

By:



Steven Katz, Member

CONSENTED TO:

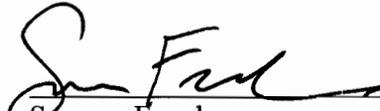
Dated: New York, New York
~~December~~ April 5, 2010

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

By:



Alphonso B. David
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Civil Rights Bureau



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120 Broadway
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Appendix A

Retrofits to Public and Common Use Areas

Accessible Routes and Walkways

1. Complex Owner shall make all necessary modifications to ensure that there is an accessible route from each Complex Covered Unit (other than Units 505, 606 and 804) to each public and common use area of the Complex, including but not limited to the leasing office, clubhouse, pool areas, fitness center, pet litter stations, mail stations, trash receptacles, picnic area, driveways, streets, and sidewalks. The accessible routes shall be unobstructed by parked vehicles, be firm, stable, and slip resistant, must meet the width, ramp, slope, running slope and cross-slope criteria set forth in the Accessibility Requirements, including appropriate beveling. Cross slopes will be permitted to be up to 3%. If any walkways have running slopes in excess of 5%, Complex Owner will either modify such walkway to reduce such slope to meet Accessibility Requirements or install a compliant ramp.

Leasing Office/Clubhouse

General

1. An alternative way to access drinking water in the clubhouse that does not require bending or stooping.
2. The top of the operable part of the drop box must not exceed 48" above the finished floor ("AFF").
3. The distance between the top of the interior and exterior surfaces of the clubhouse door leading to the pool and the top of the thresholds will be compliant with the Accessibility Requirements.

Entry

1. The lighting sconces must not protrude more than 4" from the wall; or the bottom edge of the lighting sconces must be below 27" AFF or above 80" AFF; or there must be a permanent barrier for cane detection.
2. The distance between the top of the interior surface and the top of the threshold will be compliant with the Accessibility Requirements.
3. The slope of the interior and exterior bevels of the threshold must not exceed 1:2.
4. The baseline of characters in the sign identifying the rental office must not exceed 60" AFF nor be below 48" AFF.

Kitchen (used only by Employees)

1. Signage designating the kitchen and “Employee Only” area shall be provided.
2. There must be adequate space for individuals with disabilities to approach, enter and exit the kitchen area in accordance with the applicable Accessibility Requirements.

Women’s Restroom and Men’s Restroom

1. Water Closet
 - a. Rear grab bar length must not be less than 36”.
 - b. Side grab bar length must not be less than 42”.
 - c. The farthest edge of the side grab bar must be located at no less than 54” from the rear wall.
 - d. A 60”-wide clearance must be provided.
2. The top of the operable part of the paper towel dispenser must not exceed 48” AFF.

Men’s Restroom (additional retrofits not necessary in Women’s Restroom)

1. The flush control must be located on the wide side of the water closet.

Fitness Center

1. The top of the operable part of the paper towel dispenser must not exceed 48” AFF.
2. The top of the operable part of the coat closet shelf and rod must not exceed 48” AFF.
3. The baseline of characters in the sign at the entrance door must not exceed 60” AFF nor be below 48” AFF.

Pool Gate

1. An accessible route will be provided to the pool.

Picnic Area

1. An accessible picnic area must be provided in accordance with the applicable Accessibility Requirements, including but not limited to, an accessible picnic table, trash receptacles, and BBQ grill.

Parking Lot

1. Access aisles must be provided and each designated with a “No Parking Anytime” sign.

Garage Vehicle Entries

1. The lighting sconces must not protrude more than 4” from the wall; or the bottom edge of the lighting sconces must be below 27” AFF or above 80” AFF; or there must be a permanent barrier for cane detection.

Pet Litter Stations

1. The top of the operable part of the bag dispensers must not exceed 48” AFF.

Mail Stations

1. The mailboxes and outgoing mail drop slot shall be adjusted to comply with the Accessibility Requirements.

Appendix B

Required Unit Retrofits

All Complex Covered Units

Complex Owner shall make all necessary modifications to each of the Complex Covered Units to ensure that they have the following accessible features; such modifications will be performed in a manner so as not to create new violations of the applicable Accessibility Requirements.

General

1. The thermostat must be no higher than 48" above the finished floor ("AFF").

Entry

1. The sign on the entry door must comply with the Accessibility Requirements.
2. The hardware on the interior and exterior sides of the entry door must not require tight grasping or twisting.
3. Level changes greater than ¼" on the interior side of the entry door between the tile and compressed carpet must be beveled.
4. Level changes on the interior and exterior sides of the threshold must be beveled.
5. The threshold at the entrance door will be compliant with the Accessibility Requirements.

Bathroom

1. If applicable, the height of the threshold between the hallway and the bathroom must not exceed ½", and must be beveled in compliance with the Accessibility Requirements.

2B3 Ground Floor Units

Complex Owner shall make all necessary modifications to each of the 2B3 ground floor units to ensure that they have the following accessible features; such modifications will be performed in a manner so as not to create new violations of the applicable Accessibility Requirements.

Entry

1. The slope of the maneuvering clearance on the push side of the door must not exceed 3%.

2. The lighting sconce must not protrude more than 4" from the wall; or the bottom edge of the lighting sconces must be below 27" AFF or above 80" AFF; or there must be a permanent barrier for cane detection.

Bathroom

1. The duplex receptacle located over the lavatory countertop must be located at no greater than 46" AFF.
2. The height of the marble threshold between the hallway and the bathroom must not exceed ½" and must be beveled in compliance with the Accessibility Requirements.
3. The exposed portion of the metal drain pipe beneath the lavatory must be insulated or otherwise protected against contact.

Patio/Balcony

1. The clear opening of the patio door must be at least 32" wide.

1B Ground Floor Units

Complex Owner shall make all necessary modifications to each of the 1B ground floor units to ensure that they have the following accessible features; such modifications will be performed in a manner so as not to create new violations of the applicable Accessibility Requirements.

Bathroom

1. The duplex receptacle located over the lavatory countertop must be located at no greater than 46" AFF.

Patio/Balcony

1. The clear opening of the patio door must be at least 32" wide.

2B4 Ground Floor Units

Complex Owner shall make all necessary modifications to each of the 2B4 ground floor units to ensure that they have the following accessible features; such modifications will be performed in a manner so as not to create new violations of the applicable Accessibility Requirements.

Entry

1. The slope of the maneuvering clearance on the push side of the door must not exceed 3%.
2. The lighting sconce must not protrude more than 4" from the wall; or the bottom edge of the lighting sconces must be below 27" AFF or above 80" AFF; or there must be a permanent barrier for cane detection.

Kitchen

1. An accessible receptacle right of sink must be provided.
2. An accessible receptacle between the range and the refrigerator must be provided.

Bathroom

1. The threshold between the hallway and the bathroom need to be beveled on both sides.

Bedroom

1. Maneuvering clearance must be provided on the push side of the door in accordance with Accessibility Requirements to accommodate for a hinge-approach to push.

Patio/Balcony

1. The clear opening of the patio door must be at least 32" wide.

1BA Ground Floor Units

Complex Owner shall make all necessary modifications to each of the 1BA ground floor units to ensure that they have the following accessible features; such modifications will be performed in a manner so as not to create new violations of the applicable Accessibility Requirements.

Kitchen

1. An accessible receptacle left of sink must be provided.
2. An accessible receptacle between the range and the refrigerator must be provided.

Bathroom

1. Maneuvering clearance must be provided on the push side of the door in accordance with Accessibility Requirements to accommodate for a hinge-approach to push.
2. Maneuvering clearance must be provided on the pull side of the door in accordance with Accessibility Requirements to accommodate for a latch-approach to pull.

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:

Kitchen

1. Provide clear floor space at the kitchen sink that complies with the applicable Accessibility Requirements.

Bathroom

1. There must be knee and toe space under the bathroom lavatory that complies with the applicable Accessibility Requirements and any base cabinet must be removable as set forth in the applicable Accessibility Requirements. In addition, the exposed portion of the metal drain pipe beneath the lavatory must be insulated or otherwise protected against contact.
2. Grab bars shall be installed in a manner that complies with the applicable Accessibility Requirements.
3. The tub controls, including part of the diverter located on the tub spout must be located in the required control area as indicated by the applicable Accessibility Requirements.
4. A handheld shower unit must be provided.
5. A 60"-diameter turning circle or T-shaped turn must be provided within the bathroom.

Washer/dryer

1. There must be clear floor space at the washer and dryer that complies with the applicable Accessibility Requirements.

Patios

1. The interior and exterior thresholds of the sliding door must comply with the applicable Accessibility Requirements.
2. Threshold must be beveled on the interior and exterior sides.

Appendix D

Notice of Retrofits

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

State and federal law require all ground floor 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 ground floor 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 two (2) 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:

- _____ Remove cabinet from under the kitchen sink.
- _____ Remove bi-fold doors where washer and dryer are located.
- _____ Remove vanity cabinet from under the bathroom sink.
- _____ Installation of grab bars in the bathroom.
- _____ Move tub controls (other than the diverter) to the required control area.
- _____ Handheld shower unit in the bathroom.
- _____ Renovate the patio to make it accessible pursuant to the Accessibility Requirements.

Appendix E

Notice of Settlement

Notice to Potential Victims of Housing Discrimination at Riverbend Apartments

The Office of the New York State Attorney General (“OAG”) has entered into an agreement with the parties that own Riverbend Apartments – a 124-unit residential property located at 80 Sterling Drive, Wappingers Falls, 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 a ground floor apartment at Riverbend Apartments;
- (2) You decided not to live at Riverbend Apartments because the property lacked certain accessible features;
- (3) You are a current or former tenant of Riverbend Apartments and paid for renovations to make your ground floor apartment more accessible; or
- (4) You were otherwise harmed or discriminated against because of your disability due to the lack of accessible features at Riverbend Apartments.

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: Riverbend Apartments
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 Riverbend Apartments.

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