

**RESOLUTION NO. __
October 15, 2019**

**A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE
A SETTLEMENT AGREEMENT WITH THE UNITED STATES OF
AMERICA UNDER THE AMERICANS WITH DISABILITIES ACT**

WHEREAS, the Americans with Disabilities Act of 1990 (“ADA”) requires, among other things, that a public entity maintain its facilities and provide services in such a manner that they are accessible to all members of the public; and

WHEREAS, the ADA applies to Hudson because it is a “public entity” as defined by Title II. 42 U.S.C. § 12131(1); and

WHEREAS, the United State of America began an investigation into complaints that were submitted alleging that the City of Hudson was not fully compliant with ADA rules and regulations; and

WHEREAS, the City of Hudson and the United States of America have discussed entering into a settlement agreement rather than engaging in formal litigation regarding the issues surrounding the City of Hudson’s compliance with ADA rules and regulations, a copy of which is annexed hereto as Exhibit “A”;

NOW, THEREFORE, BE IT RESOLVED, that the Common Council of the City of Hudson hereby authorizes the Mayor of the City of Hudson to execute the Settlement Agreement with the United States of America.

Introduced: _____

Seconded: _____

Approved: _____
Rick Rector, Mayor

SETTLEMENT AGREEMENT BETWEEN
THE UNITED STATES OF AMERICA
AND
THE CITY OF HUDSON, NEW YORK
UNDER THE AMERICANS WITH DISABILITIES ACT
DJ 204-50-281

I. BACKGROUND

A. SCOPE OF THE INVESTIGATION

Based on a complaint from three individuals, alleging, among other things, that the City of Hudson's sidewalks are inaccessible, and, that there is no accessible entrance to City Hall, Promenade Hill (Hudson Waterfront) Park, and other locations where the City provides programs, services and activities, the United States initiated this investigation and compliance review of the City of Hudson, New York (Hudson), under title II of the Americans with Disabilities Act of 1990 (ADA), 42 U.S.C. §§ 12131-12134, and the implementing regulation, 28 C.F.R. Part 35.

This investigation focused on the City's compliance with title II of the ADA, including, but not limited to, the following requirements:

- X to designate a responsible employee to coordinate its efforts to comply with and carry out Hudson's ADA responsibilities, 28 C.F.R. § 35.107(a);
- X to establish a grievance procedure for resolving complaints of violations of title II, 28 C.F.R. § 35.107(b);
- X to operate each program, service, or activity so that, when viewed in its entirety, it is readily accessible to and usable by individuals with disabilities, 28 C.F.R. §§ 35.149-150;
- X to ensure program access to individuals with disabilities including, but not limited to, by such means as reassignment of services to accessible buildings, delivery of services at alternate accessible sites, alteration of existing facilities and construction of new facilities, or any other methods that result in making its services, programs, or activities readily accessible to and usable by individuals with disabilities. 28 C.F.R. §§ 35.150(b)(1);
- X to make reasonable modifications in policies, practices, or procedures when the modifications are necessary to avoid discrimination on the basis of disability, unless

Hudson can demonstrate that making the modifications would fundamentally alter the nature of the service, program, or activity, 28 C.F.R. §§ 35.150(b)(7);

- X to afford qualified individuals with a disability an opportunity to participate in or benefit from the aid, benefit, or service provided by Hudson's programs, services and activities in a manner that is equal to that afforded others, 28 C.F.R. § 35.130(b)(1);
- X to make physical changes to buildings and facilities in accordance with the Department of Justice's title II regulation, 28 C.F.R. §§ 35.150-151, and the ADA Standards for Accessible Design (defined as the 1991 ADA Standards and the 2010 ADA Standards), 28 C.F.R. § 35.104;
- X to ensure that facilities for which construction or alteration was begun after January 26, 1992, are readily accessible to and usable by people with disabilities, in accordance with 1) the Department of Justice's title II regulation and 2) the 1991 ADA Standards or Uniform Federal Accessibility Standards (UFAS), or the 2010 ADA Standards, as applicable, 28 C.F.R. § 35.151;
- X to ensure that communications with people with disabilities, including applicants, participants, and members of the public, are as effective as communications with others, including furnishing auxiliary aids and services when necessary, 28 C.F.R. § 35.160;
- X to provide direct access via text, TTY (text telephone) or computer-to-telephone emergency services, including 911 services, 28 C.F.R. § 35.162;
- X to provide information for interested people with disabilities concerning the existence and location of Hudson's accessible services, activities, and facilities, 28 C.F.R. § 35.163(a); and
- X to provide signage at all inaccessible entrances to any Hudson facility, directing users to an accessible entrance or to information about accessible facilities, 28 C.F.R. § 35.163(b).

The United States investigated Hudson's compliance with the ADA's program access requirement and the 2010 Standards at the following facilities:

City Hall- 520 Warren Street
Henry Hudson Waterfront Park
Promenade Hill Park
The New Library (in the former Armory building at 51 North 5th Street)
The Central Fire Station- 77 North 7th Street
The Police Station- 701A Union Street
Hudson Youth Center at 18 S. 3rd Street
The Hudson Youth Department Beach House at 132 Sixth Street
Sidewalks and curb ramps throughout Hudson

The United States also sought information as to whether Hudson's sidewalk and curb cut maintenance policies, practices, and procedures afforded individuals with disabilities an equal opportunity to utilize Hudson's programs, services, activities, and facilities.

B. JURISDICTION

1. The ADA applies to Hudson because it is a "public entity" as defined by title II. 42 U.S.C. § 12131(1).
2. The United States is authorized under 28 C.F.R. Part 35, subpart F, to determine Hudson's compliance with title II of the ADA and the Department of Justice's title II implementing regulation, to issue findings and, where appropriate, to negotiate and secure voluntary compliance agreements. Furthermore, the Attorney General is authorized, under 42 U.S.C. § 12133, to bring a civil action enforcing title II of the ADA should the Department fail to secure voluntary compliance pursuant to Subpart F.
3. The parties to this Agreement are the United States of America and the City of Hudson, New York, including each of its agencies and departments.
4. The United States' investigation substantiated allegations in the complaints that qualified individuals with disabilities are, by reason of their disability, excluded from participation in or are denied the benefits of many of Hudson's programs, services, or activities or are subjected to discrimination in violation of the ADA. The Parties agree that it is in their best interests, and the United States believes that it is in the public interest, to resolve this dispute without further investigation. The Parties have therefore voluntarily entered into this Settlement Agreement (Agreement).
5. In consideration of, and consistent with, the terms of this Agreement, the Attorney General agrees to refrain from filing a civil suit in this matter regarding all matters contained within this agreement, except as provided in the section entitled "Implementation and Enforcement."

II. REMEDIAL ACTION

A. ADA COORDINATOR

6. Within (30) thirty days of the effective date of this Agreement, Hudson will appoint an ADA Coordinator. The ADA Coordinator will be responsible for coordinating Hudson's efforts to comply with and carry out its responsibilities under the ADA, including investigation of ADA-related complaints, and the implementation of this Agreement. Hudson will provide the ADA Coordinator with the training, resources and authority to implement fully the terms of this Agreement. Hudson will make the ADA Coordinator's name and contact information readily available to the public and to the United States including by posting it on the City's website.

7. Hudson will ensure, within ninety (90) days of the effective date of the Agreement, that the ADA Coordinator undergoes training on the requirements of the ADA, including, but not limited to: the ADA's program access requirements, removing barriers to access, effective communication with deaf/hard of hearing individuals, and making reasonable modifications to policies, practices and procedures for individuals with disabilities. If Hudson changes its ADA Coordinator during the term of this Agreement, it will notify the United States in writing, ensure that the new coordinator promptly receives the training noted above, and update the name and contact information anywhere it appears, within one (1) day of making such a change.

B. NOTIFICATION

8. Within two (2) months of the effective date of this Agreement, Hudson will adopt the attached Notice (Attachment A); distribute it to all agency heads; publish the Notice in a local newspaper of general circulation serving Hudson; post the Notice on its internet home page; and post copies in conspicuous locations in its public buildings. It will refresh the posted copies, and update the contact information contained on the Notice, as necessary, for the life of this Agreement.

9. Within six (6) months of the effective date of this Agreement, and annually thereafter, Hudson will implement and send the United States its written procedures to inform interested people with disabilities of how to access Hudson's programs, services, and activities, and how to request reasonable modifications.

C. GRIEVANCE PROCEDURE

10. Within sixty (60) days after the effective date of this Agreement, Hudson will submit to the United States for review and approval its draft ADA Grievance Procedure, for receiving, responding to, and resolving ADA complaints. 28 C.F.R. § 35.107(b). The procedure, at a minimum, shall contain the provisions provided in Attachment B. The United States will review the draft ADA Grievance Procedure and provide comments to Hudson. Within fourteen (14) days of receipt of the United States' comments, Hudson will incorporate the United States' comments and submit the revised ADA Grievance Procedure to the United States for review and approval.

11. Within fourteen (14) days of the United States' approval, Hudson will adopt and implement the approved ADA Grievance Procedure. Hudson will distribute its ADA Grievance Procedure to all of its agencies, post copies in conspicuous locations in each of its public buildings, and post it to Hudson's website. Hudson will refresh each posted copy, and update the contact information contained on it, as necessary, for the term of the Agreement. Hudson will provide a copy of the ADA Grievance Procedure to any person upon request.

12. Hudson agrees that it shall not retaliate against any person who files a complaint, provides information or assistance, or participates in any other manner in an investigation or proceeding relating to Title II or this Agreement.

D. INDEPENDENT LICENSED ARCHITECT

13. Within three (3) months of the effective date of this Agreement, Hudson will retain an Independent Licensed Architect (ILA), approved by the United States, who is knowledgeable about the architectural accessibility requirements of the ADA. The ILA must act independently to ensure that any alterations, additions, or modifications to Hudson's facilities, including sidewalks and curb ramps, made during the term of this Agreement comply with the applicable standard pursuant to 28 C.F.R. § 35.151(c) and the Appendix to 28 C.F.R. § 35.151(c). Hudson will bear all costs and expenses of retaining and utilizing the ILA.

E. EFFECTIVE COMMUNICATION

14. Hudson, including each of its agencies and departments, shall take appropriate steps to ensure that communications with individuals with disabilities are as effective as communications with others. Hudson shall furnish appropriate auxiliary aids and services to afford individuals with disabilities an equal opportunity to participate in, and enjoy the benefits of, Hudson's services, programs, and activities.

15. In determining what type of auxiliary aid or service is necessary to comply with the ADA and this Agreement, Hudson shall give primary consideration to the expressed preference for a particular auxiliary aid or service by deaf and hard of hearing individuals. "Primary consideration" means that Hudson will inquire as to the choice of auxiliary aid or service of the individual and will honor the expressed choice unless Hudson can demonstrate that another equally effective means of communicating is available.

16. Within sixty (60) days of the effective date of this Agreement, Hudson will identify sources of qualified sign language and oral interpreters, qualified readers, and real-time transcription services who can be available to work in person or via VRI as described in paragraph 18. Hudson will provide the Department with documentation that it has contracted for such services and that they are available.

17. For interpreter requests received more than two (2) hours before the services of an interpreter are required, Hudson shall arrange for a qualified interpreter to be present.

18. If Hudson opts to purchase or obtain Video Remote Interpreting ("VRI") equipment for the use by the City, its departments and agencies, Hudson shall ensure that it provides: (1) Real-time, full-motion video and audio over a dedicated high-speed, wide-bandwidth video connection or wireless connection that delivers high-quality video images that do not produce lags, choppy, blurry, or grainy images, or irregular pauses in communication; (2) A sharply delineated image that is large enough to display the interpreter's face, arms, hands, and fingers, and the participating individual's face, arms, hands, and fingers, regardless of his or her body position; (3) A clear, audible transmission of voices; and (4) Adequate training to users of the technology and other involved individuals so that they may quickly and efficiently set up and operate the VRI. 28 C.F.R. § 35.160(d).

F. CURB RAMPS AND STREET LEVEL PEDESTRIAN WALKWAYS (SIDEWALKS)

19. Future Construction or Alteration: Beginning thirty (30) days after the effective date of this Agreement, whenever Hudson constructs or alters a street, road, highway, or street level pedestrian walkway (sidewalk), it will provide curb ramps at any intersection having curbs or other barriers to entry from a street level pedestrian walkway. Paving, repaving, or resurfacing a street, road, highway, or sidewalk is an alteration for the purposes of this Agreement. Filling a pothole is not considered an alteration for the purposes of this Agreement. Newly constructed or altered curb ramps and street level pedestrian walkways (sidewalks) will comply with the 2010 ADA Standards

20. Existing Curb Ramps and Sidewalks: The City acknowledges that Hudson is a pedestrian City, and that it must take steps to improve the accessibility of its sidewalks and curb ramps to enable individuals with disabilities to have equal access to Hudson's programs, services and activities. Pursuant to this Agreement, the City will initially focus its efforts to ensure program access on the Center of Hudson. For purposes of this Agreement, the "Center of Hudson" is defined as the area around City Hall and extending to, and between, each of Hudson's public facilities and spaces, specifically including, but not limited to, those identified in I(A) above, and in Attachment C to this Agreement.

21. Identification of Barriers to Access in the Center of Hudson: Within nine (9) months of the effective date of this Agreement, Hudson will, with assistance from the ILA, identified in paragraph 13 above, identify and report to the Department all barriers to access along the street level pedestrian walkways to and between the locations of programs, services, and activities in the Center of Hudson.

22. Curb Ramps and Sidewalks in the Center of Hudson: Within one (1) year after the effective date of this Agreement, Hudson will begin taking steps to ensure that the barriers to access identified in paragraph 21 are removed. Hudson may meet this requirement by: (1) enforcing local ordinances requiring property owners to maintain or repair street level pedestrian walkways and curb ramps, and/or (2) making the necessary changes or repairs itself. The City of Hudson acknowledges that it has the ultimate responsibility to ensure program access, including, where necessary, to ensure that curb ramps comply with the applicable ADA Standards. Failure of property owners to make requested repairs to sidewalks or curb ramps does not absolve Hudson of this responsibility. All such changes or repairs within the Center of Hudson shall be completed within the term of this Agreement, as provided in Paragraph 36 below.

23. Procedure for Members of the Public to Report Barriers at Existing Curb Ramps and Sidewalks: Within six (6) months of the effective date of this Agreement, Hudson will develop, implement and report to the Department, a process for soliciting and receiving input from persons with disabilities, and others, regarding the accessibility of curb ramps and sidewalks in Hudson. This process will be transparent and public. At a minimum, this process will include a method to handle requests to add curb ramps at particular locations, to promptly respond to requests and document those responses, and, to where necessary enforce the obligations of property owners to maintain and repair pedestrian level walkways consistent with local ordinances including the Hudson, NY, Mun. Code § C22-18 (2018), <https://ecode360.com/135952151>. Hudson will maintain all data received in this process for the duration of this Agreement, and provide copies to the United States upon request.

G. NEW CONSTRUCTION, ALTERATIONS, AND PHYSICAL CHANGES TO FACILITIES

24. Any future construction or alterations to Hudson buildings and facilities by it or on its behalf will fully comply with the requirements of 28 C.F.R. § 35.151, including applicable architectural standards. All architectural changes made by Hudson, or on its behalf, on or after March 15, 2012, must comply with the 2010 ADA Standards.

25. Hudson will remedy the failure to provide program access resulting from the non-compliant facilities identified in Attachment C, either by providing program access by alternative means (where applicable) or by making those facilities readily accessible to and usable by people with disabilities, within the term of this Agreement, as provided in Paragraph 36, below.

26. Hudson City Hall has no accessible entrance and Hudson has no plans to make it accessible at this time. Within (30) thirty days of the effective date of this Agreement, Hudson will provide the United States with a proposed plan for making all programs, services, and activities, that are currently associated with or that occur in its City Hall equally available to individuals with disabilities. The United States will review the proposed plan and provide comments to Hudson. Hudson will incorporate the United States' comments and execute the resulting plan by no later than ninety (90) days after the effective date of this Agreement.

27. Within three (3) months of the effective date of this Agreement, Hudson will submit to the United States a detailed proposed plan to ensure that each of Hudson's programs, services, and activities when viewed in its entirety, that are not addressed by paragraph 25, above, are readily accessible to and usable by persons with mobility impairments. The United States will review the proposed plan and provide comments to Hudson. Hudson will incorporate the United States' comments and execute the resulting plan.

¹ Repair of sidewalks, which states, in pertinent part that "The Commissioner of Public Works shall have power to require the owner or occupant of any lot or lots to make, lay, relay, repair, grade and regrade the sidewalk in front of, in the rear of or on the side of said lot or lots..." <https://ecode360.com/13595215>.

III. MISCELLANEOUS PROVISIONS

28. Consistent with the ADA and implementing regulations, this Agreement does not require Hudson to take any action to ensure program access or effective communication that it can demonstrate would result in a fundamental alteration to its services, programs, or activities or in undue financial and administrative burdens. In those circumstances where personnel of Hudson believe that a proposed action would fundamentally alter its services, programs, or activities or would result in undue financial and administrative burdens, Hudson has the burden of proving that compliance would result in such alteration or burdens. The decision that compliance would result in such alteration or burdens must be made by the ADA coordinator for Hudson, or his or her designee, after considering all resources available for use in the funding and operation of the facility and must be accompanied by a written statement to be maintained in Hudson's files, and provided to the United States upon request, of the reasons for reaching that conclusion. If an action required to comply with the program access or effective communication obligations set out in this Agreement would result in such an alteration or such burdens, Hudson shall take any other action that would not result in such an alteration or such burdens but would, nevertheless, ensure that, to the maximum extent possible, individuals with disabilities receive the benefits or services provided by Hudson. 28 C.F.R. § 35.164

29. Unless otherwise specified in this Agreement, six (6) months after the effective date of this Agreement and annually thereafter until it expires, Hudson will submit written reports to the United States summarizing its actions pursuant to this Agreement. Reports will include report photographs showing measurements, architectural plans, notices published in the newspaper, and copies of adopted policies, among other things. Reports shall be submitted via email to the undersigned counsel.

30. Throughout the term of this Agreement, consistent with 28 C.F.R. § 35.133(a), Hudson will maintain the accessibility of its programs, activities, services, facilities, and equipment, including routinely testing accessibility equipment and routinely auditing the accessibility of its programs and facilities. This provision, however, does not prohibit isolated or temporary interruptions in service or access due to maintenance or repairs. 28 C.F.R. § 35.133(b).

31. **Training:** Within one (1) year of the effective date of this Agreement, Hudson will ensure that all Hudson municipal employees (including employees of each of agency or department) who have direct contact with members of the public, and all employees who are responsible for Hudson facilities, will be trained on the requirements of the ADA and this Agreement. Hudson will maintain sign in sheets, identifying who has attending such training, and on what date, and will provide copies of that information in its first annual report to the United States.

IV. IMPLEMENTATION AND ENFORCEMENT

32. The United States may review compliance with this Agreement at any time. Hudson will cooperate with the United States to facilitate such review. If the United States believes that Hudson has failed to comply with this Agreement, then the United States will notify Hudson in writing. If, after thirty (30) days of providing Hudson with written notice of non-compliance, the parties have been unable to agree to terms to rectify non-compliance, the United States may institute a civil action in federal district court to enforce the terms of this Agreement and/or may take appropriate steps to enforce title II.

33. Failure by the United States to enforce any provision of this Agreement is not a waiver of the United States' right to enforce any provisions of this Agreement.

34. This Agreement is a public document. Hudson will provide a copy of this Agreement to any person, upon request.

35. This Agreement (including its Attachments) is the entire agreement between the parties on the matters raised herein, and no other statement, promise, or agreement, either written or oral, made by either party will be enforceable. This Agreement does not relieve Hudson of its continuing obligation to comply with all aspects of the ADA.

36. This Agreement will remain in effect for three (3) years, and all actions required by this agreement shall be completed in that period.

37. If, during the implementation of this Agreement, the City determines that, due to reasons beyond its control (e.g., substantial and unexpected circumstances), that the City cannot complete work by the dates set forth in this Agreement, the City may seek reasonable extension of time to complete the work from the United States.

38. The person signing for Hudson represents that he or she is authorized to bind Hudson to this Agreement.

39. The effective date of this Agreement is the date of the last signature below.

AGREED AND CONSENTED TO:

FOR THE UNITED STATES

ERIC DREIBAND
Assistant Attorney General

Date: _____

REBECCA B. BOND Chief
KATHLEEN P. WOLFE, Special Litigation
Counsel

JENNIFER K. MCDANNELL
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GRANT C. JAQUITH
United States Attorney
Northern District of New York

JOHN D. HOGGAN, JR.
Assistant United States Attorney

FOR THE CITY OF HUDSON

Date: _____

Attachment A

NOTICE UNDER THE AMERICANS WITH DISABILITIES ACT

In accordance with the requirements of title II of the Americans with Disabilities Act of 1990 (ADA), City of Hudson New York will not discriminate against qualified individuals with disabilities on the basis of disability in its services, programs, or activities.

Effective Communication: City of Hudson will generally, upon request, provide appropriate auxiliary aids and services where necessary to afford persons with disabilities an equal opportunity to participate in, and enjoy the benefits of, City programs, services, and activities. Auxiliary aids and services may include qualified sign language interpreters, documents in Braille, and other ways of making information and communications accessible to people who have speech, hearing, or vision impairments.

Modifications to Policies and Procedures: City of Hudson will make reasonable modifications to policies and programs to ensure that people with disabilities have an equal opportunity to enjoy all City programs, services, and activities. For example, individuals with service animals are welcomed in City offices, even where pets are generally prohibited.

To request an auxiliary aid or service for effective communication, or a modification of policies or procedures to participate in a City program, service, or activity, contact the office of [name and contact info for ADA Coordinator] as soon as possible but ideally at least twenty-four (24) hours before the scheduled event. The City will use its best efforts to accommodate requests made less than twenty-four (24) hours before an event.

In providing effective communication and program access, the ADA does not require the City to take any action that would fundamentally alter the nature of its programs or services, or impose an undue financial or administrative burden.

Complaints that a City program, service, or activity is not accessible to persons with disabilities should be directed to [name and contact information of ADA Coordinator].

The City will not place a surcharge on a particular individual with a disability or any group of individuals with disabilities to cover the cost of providing auxiliary aids/services or reasonable modifications of policy.

Attachment B

Grievance Procedures under Americans with Disabilities Act

This Grievance Procedure is established to meet the requirements of the Americans with Disabilities Act of 1990. It may be used by anyone who wishes to file a complaint alleging discrimination on the basis of disability in the provision of services, activities, programs, or benefits by the City of Hudson. If City officials receive a complaint or appeal that purports to allege disability discrimination but which does not comply with the procedures set forth herein, the ADA Coordinator shall notify the complainant of this policy, including in alternative formats or with the benefit of appropriate auxiliary aids and services.

The complaint should be in writing and contain information about the alleged discrimination such as the name, address, phone number of complainant and the location, date, and description of the problem. Alternative means of filing complaints, such as personal interviews or a tape recording of the complaint will be made available for persons with disabilities upon request.

The complaint should be submitted by the grievant and/or his/her representative as soon as possible but no later than sixty (60) calendar days after the alleged violation to:

[Name, address and email address for ADA Coordinator]

Within fifteen (15) calendar days after receipt of the complaint, *[name of ADA Coordinator]* will discuss the complaint and the possible resolutions with the complainant. Within fifteen (15) calendar days of the meeting, *[name of ADA Coordinator]* will respond in writing, and where appropriate, in format accessible to the complainant, such as large print, Braille, or audio tape. The response will explain the position of the City and offer options for substantive resolution of the complaint.

All written complaints received by *[name of ADA Coordinator]*, and any appeals of the complaint resolution, will be retained by the City for the term of this Agreement.

Attachment C

City Hall – 520 Warren Street

Entrance: No accessible entrance, and no interior accessible route to the programs, services, and activities located in this building (2010 Standards § 206.2.1).

Outside Trash Bag Vending Machine: Operating controls are higher than 48 inches above the ground. (2010 Standards §§ 205.1, 309.3, 308.3.2).

Designated Accessible Parallel Street Parking Space on Warren Street near City Hall: Parking space lacks an access aisle. (2010 Standards. §§ 206.2.1, 402.2, 502.3 and Figure 502.3).

Sidewalks and Curb Ramps throughout Hudson

Sidewalks: Many sidewalks in the City have damaged surfaces that result in level changes more than 1/4 inch high and not beveled, and/or there are openings in ground surfaces greater than ½ inch. (For example, at East Partition Street and South 5th Street, and, at East Court Street). (2010 Standards §§ 303 403.4 and 302.3).

Curb ramps: Many intersections in the City have crosswalks but no curb ramps at either side of the crosswalk. (2010 Standards § 403.4). Other areas have curb ramps that contain a level change more than ½ inch where the curb ramp meets the road surface. (for example, at Warren Street and 1st Street) (2010 Standards § 403.4).

Henry Hudson Waterfront Park

Men's Toilet Room:

Door Signage: No permanent room identification sign in raised characters and Braille on the wall adjacent to the latch side of the entrance door. (2010 Standards §§ 216.2, 703.1 - 703.5.).

Changing table: Operable part used to pull down the diaper-changing table requires tight grasping and pinching. (2010 Standards § 309.4).

Toilet paper dispenser: Mounted within 1-1/2 inches below the grab bar. (2010 Standards § 609.3).

Women's Toilet Room:

Door Signage: No permanent room identification sign in raised characters and Braille on the wall adjacent to the latch side of the entrance door. (2010 Standards §§ 216.2, 703.1 - 703.5).

Changing table: Operable part used to pull down the diaper-changing table requires tight grasping and pinching. (2010 Standards § 309.4).

Sanitary napkin disposal container: Mounted within 12 inches above the grab bar. (2010 Standards § 609.3).

Toilet paper dispenser: Mounted within 1-1/2 inches below the grab bar. (2010 Standards § 609.3).

Route from the Street to Toilet Rooms: There is an opening in ground the surface greater than ½ inch. (2010 Standards § 302.3).

Picnic Table Area:

Route to picnic tables: No accessible route to any of the three picnic tables at this park as ground surface is not stable, firm and slip resistant. (2010 Standards § 302.1).

Picnic tables: None of three picnic tables provides the required knee and toe space. (2010 Standards § 902. See §§ 226, 902.2, and 306).

Promenade Hill Park

Entrance to Hudson River Viewing Area:

Route to viewing area: No accessible route is provided to the river viewing area. (2010 Standards §206.2.2. and §402.2).

Stairs: The lower stairs do not have handrails on both sides (2010 Standards §§ 504.6 and 505.2.)

Parking Lot: No accessible parking spaces are provided. (Standards §§ 502 and 208, and Table 208.2).

Route from the Parking Lot to the Park Entrance: The route has a running slope greater than 1:20 (2010 Standards § 405), and is blocked by a dumpster.

Drinking Fountain: The path of travel to the fountain is not stable, firm and slip resistant. (2010 Standards § 302.1). No drinking fountain is provided for standing persons. (See §§ 211.2 and 602.7).

Play Area: No accessible play components are provided and area is not located on an accessible route. (2010 Standards §§ 302.1 and 240.2.1.1).

Hudson Youth Department Facility, 18 S. Third Street

Basketball Court: There is no accessible route to the only basketball court located on the second level with only steps up to the second level. (2010 Standards §206.2.3).

Reception Counter: Exceeds 36 inches in height, and does not have a portion of the counter at least 36 inches long and no higher than 36 inches above the finished floor. (2010 Standards §§ 227.3 and 904.4.1).

Toilet Rooms: No permanent room identification sign is provided identifying the toilet room in raised characters and Braille on the wall adjacent to the latch side of the entrance door. (2010 Standards §§ 216.2, 703.1 - 703.5). In addition, the flush control on the toilet in the designated accessible toilet compartment is not on the transfer side of the toilet. (2010 Standards §§ 213.3.2 and 604.6).

Hudson Youth Department “Beach House” Located at 132 Sixth Street

Beach House: There is no accessible entrance to the Beach house. The maneuvering clearance at the entrance door is not level. The floor or ground surface within required maneuvering clearances shall comply with 302. Changes in level are not permitted. Slopes not steeper than 1:48 shall be permitted. (2010 Standards §§ 206.4, 206.4.1, 404.2.4.4, 302).

Office Entrance Door: Not accessible because the change in level at the threshold is more than ½ inch high and is not beveled. (2010 Standards 404.2.5. See §§ 206.5.2, 404.2.5 and 303).

No Accessible Picnic Table: All picnic tables are located up a steep hill (where the running slope exceeds not only 1:20 which would require it to be ramped, but also the maximum running slope allowed for a ramp – 1:12) (2010 Standards §402.2).

Toilet Rooms: No accessible features. (2010 Standards §§ 213.2, 603.2.1, 304, 216.2, 703.1 - 703.5, 213.3.2, 604, 609, 213.3.4, 213.3.5, 606, 305 and 306).

Concession Sales Counter: Exceeds 36 inches in height, and does not have a portion of the counter that is at least 36 inches long and no higher than 36 inches AFF. (2010 Standards §§ 227.3).