

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

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UNITED STATES OF AMERICA,	:	
	:	
Plaintiff,	:	25 Civ. 00496 (JPO)
	:	
v.	:	
	:	
THE CITY OF NEW YORK DEPARTMENT OF	:	STIPULATION AND ORDER
PARKS & RECREATION, and THE HISTORIC	:	OF SETTLEMENT AND
HOUSE TRUST,	:	DISMISSAL
	:	
Defendants.	:	
	:	
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WHEREAS, the United States of America (the “United States”) commenced this action to enforce provisions of Title II of the Americans with Disabilities Act of 1990 (“ADA”), 42 U.S.C. §§ 12131 *et seq.*, and its implementing regulation, 28 C.F.R. Part 35; as well as Title III of the Americans with Disabilities Act of 1990 (“ADA”), 42 U.S.C. §§ 12181 *et seq.*, and its implementing regulations, 28 C.F.R. Part 36, and the ADA Standards for Accessible Design, consisting of 28 C.F.R. Pt. 36, App. D (the “1991 Standards”); and Appendices B and D to 36 C.F.R. Pt. 1191 (2009), and the requirements contained in subpart D of 28 C.F.R. Pt. 36 (the “2010 Standards”);

WHEREAS, the United States initiated an investigation of the City of New York Department of Parks & Recreation (“Parks”), and the Historic House Trust (“HHT”) (together, “Defendants”), regarding the Van Cortlandt House Museum (“VCHM”) under Title II and Title III and their implementing regulations following receipt of a complaint that the VCHM, located

in the southwestern corner of Van Cortlandt Park in the Bronx, was not readily accessible to or usable by individuals with disabilities;

WHEREAS, the VCHM was constructed in 1748 as the residence of the Van Cortlandt family, and consists of four stories, including a basement which is now used as a gathering place for school groups and other community purposes, connected by stairways (the “House”);

WHEREAS, a caretaker’s cottage was constructed in 1910, and subsequently connected to the House, and now serves as a welcome center and gift shop (the “Cottage”);

WHEREAS, the United States reviewed the compliance of VCHM with the ADA’s requirements, including the 1991 Standards and the 2010 Standards;

WHEREAS, on June 24, 2024, the United States issued a Letter of Findings to Parks, HHT, and VCHM, pursuant to 42 U.S.C. § 12133 and 28 C.F.R. § 35.172(b), listing the allegedly non-compliant conditions at VCHM;

WHEREAS, based upon its investigation, the United States alleged that Defendants violated Title II in that they (1) failed to afford “a qualified individual with a disability an opportunity to participate in or benefit from [an] aid, benefit, or service that is not equal to that afforded others,” 28 C.F.R. § 35.130(b)(1)(ii); (2) excluded people with disabilities from the “benefits of the services, programs, or activities of” these public entities, *id.* § 35.149; and (3) failed to “operate each service, program, or activity so that the service, program, or activity, when viewed in its entirety, is readily accessible to and usable by individuals with disabilities,” *id.* § 35.150(a);

WHEREAS, under Title II, with regard to historic preservation programs, “a public entity shall give priority to methods that provide physical access to individuals with disabilities,” 28 C.F.R. § 35.150(b)(3), and in cases where physical alterations are not required due to the historic

significance of the historic property, Title II regulations recognize alternative methods of achieving program accessibility, including “[u]sing audio-visual materials and devices to depict those portions of historic properties that cannot otherwise be made accessible,” 28 C.F.R. § 35.150(b)(3)(i);

WHEREAS, based upon its investigation, the United States alleged that Defendants violated Title III in that Title III provides that “[n]o individual shall be discriminated against on the basis of disability in the full and equal enjoyment of the goods, services, facilities, privileges, advantages, or accommodations of any place of public accommodation by any person who owns, leases (or leases to), or operates a place of public accommodation,” 42 U.S.C. § 12182, a term which includes a “museum . . . or other place of public display or collection.” 42 U.S.C. § 12181(7)(H);

WHEREAS, under Title III, with regard to historic preservation programs, even buildings or facilities that are listed in the National Register of Historical Places “shall comply to the maximum extent feasible with this part,” 28 C.F.R. § 36.405(a), and where “it is not feasible to provide physical access to an historic property that is a place of public accommodation in a manner that will not threaten or destroy the historic significance of the building or the facility, alternative methods of access shall be provided,” 28 C.F.R. § 36.405(b);

WHEREAS, Parks is developing plans for a capital improvement project that is intended to provide barrier-free access to the basement and first floor of the VCHM to the greatest extent possible without impairing any historical features (the “Parks Capital Project”), which shall have three parts: a Design Plan followed by development of Construction Drawings, and following procurement, Construction, as further detailed herein;

WHEREAS, the Parks Capital Project is in Design, and Design is organized into several sequential phases. The consultants are currently in schematic design and are awaiting Landmarks Preservation Commission and Parks reviews and approvals before moving into the development of the Construction Drawings. Following Design completion, the project will proceed to procurement of a contractor. Once procurement is complete, Construction will follow;

WHEREAS, the parties hereto recognize and acknowledge that current and future events may result in disruptions to, among other things, supply chains resulting in unforeseen challenges to timely completion of the remediation work described herein;

WHEREAS, the parties to this Stipulation and Order of Settlement and Dismissal (“Agreement”) agree that this Court has jurisdiction over the subject matter of this case, and further agree that, to avoid protracted and costly litigation, this controversy should be resolved without further proceedings and without an evidentiary hearing or a trial;

NOW, THEREFORE, IT IS ORDERED, ADJUDGED AND DECREED as follows:

I. JURISDICTION AND VENUE

1. This Court has jurisdiction over this action pursuant to 42 U.S.C. § 12188(b)(1)(B) and 42 U.S.C. §§ 1331 and 1345.

II. APPLICATION AND PARTIES BOUND

2. This Agreement applies to, and is binding upon, the United States and Defendants. This Agreement shall be binding on Defendants, their agents and employees acting in their official capacities, and successors or assigns. The undersigned representatives of Defendants certify that they are authorized by the Defendants to enter into and consent to the terms and conditions of the Agreement and to execute and legally bind Defendants to it.

3. The ADA defines a “public entity” to include any department or agency of a local

government. 42 U.S.C. § 12131(1)(B); 28 C.F.R. § 35.104. Parks is a department of the City of New York.

4. VCHM is owned by the City of New York, acting by and through its Department of Parks & Recreation, and under the authority of Parks.

5. Pursuant to a License Agreement dated September 1, 2020, HHT assists Parks with the development of services and programs, provides advice on historical preservation and fosters arrangements with not-for-profit organizations who manage, operate, and maintain individual historic sites on Parks properties.

6. Since 1896, National Society of Colonial Dames of New York (“NSCDNY” or “Colonial Dames”) have assisted Parks with protecting and stewarding VCHM as a historic public museum and valuable historic resource for the public’s benefit and entered into a License Agreement with Parks and HHT on November 5, 2010, for the maintenance, operation and programming of the VCHM which has been extended from time to time and a new license agreement is currently being finalized.

7. HHT is covered under Title III of the ADA, because it operates a place of public accommodation, a museum located in a public park that is generally open to the public. *See* 42 U.S.C. § 12181(7)(H). In the event that HHT’s License Agreement and/or Sole Source Contract with Parks concerning the VCHM is terminated, it shall have no further obligations under this Agreement.

III. OBLIGATIONS

8. The Cottage. The Cottage serves as a welcome center and gift shop. Parks shall remedy the following conditions:

- a. Virtual Tour Available at the Cottage: Parks shall maintain two iPads or similar tablet devices for visitors which shall allow a virtual 360 degree tour of the entirety

of VCHM, thereby “[u]sing audio-visual materials and devices to depict those portions of historic properties that cannot otherwise be made accessible.” 28 C.F.R. § 35.150(b)(3)(i). Parks shall maintain the virtual tour with closed captions.

b. Route to the Cottage:

- (i) The surface of the route to the stone walkway is loose crushed stone, while the stone walkway up to the door of the Cottage is loose pavers. Ground surfaces must be stable, firm, and slip resistant. *See* 2010 Standards §§ 206.2.1, 402.2, 403.2, 302.1. A 6 inch change in level is located between the ground surface and the stone walkway, and a 7 inch change in level is located between the stone walkway and the porch of the Cottage. Changes in level greater than ½ inch high must be ramped. *See* 2010 Standards §§ 206.2.1, 402.2, 403.4, 303.4. Parks shall install a stabilizing mat no later than June 1, 2026.
- (ii) To remedy the conditions in paragraph 8(b)(i), Parks shall maintain the existing temporary wooden ramp and platform compliant with 2010 Standards §§ 206.2.1, 402.2, 403.2, 403.4, 302.1, and 303.4, pending completion of the Parks Capital Project before the expiration date of this Agreement, as set forth in paragraphs 22 and 24 in Part IV.

c. Entrance to the Cottage:

- (i) A 4½ inch change in level is located between the porch and the door threshold, in excess of the ½ inch change in level permitted by 2010 Standards §§ 206.2.1, 402.2, 403.4, 303.4. Parks shall maintain the existing temporary wooden ramp compliant with 2010 Standards §§ 206.2.1, 402.2, 403.2, 403.4, 302.1, and 303.4, pending completion of the Parks Capital Project before the expiration date of this Agreement, as set forth in paragraphs 22 and 24 in Part IV. Parks retains the option to install a vertical lift or an elevator in lieu of a permanent ramp.
- (ii) The United States previously found that the door threshold was 1 inch high, in excess of the ½ inch high maximum permitted by 2010 Standards §§ 206.5.1, 404.2.5, 303. Parks has since beveled the threshold consistent with these Standards.
- (iii) The United States previously found that the screen door and entrance door had knob hardware, which requires tight grasping and twisting. The 2010 Standards §§ 206.5.1, 404.2.7, 309.4 require that operable parts shall be operable with one hand and shall not require tight grasping, pinching, or twisting of the wrist. Parks has since replaced the door hardware consistent with these Standards.
- (iv) A tactile sign identifying the exit door in raised characters and Braille was not provided. *See* 2010 Standards §§ 216.4.1, 703.1, 703.2, 703.5. Parks has installed and shall maintain a tactile sign consistent with these Standards.

d. Interior of the Cottage.

- (i) The United States previously found that the door threshold was 1 inch high. Thresholds shall be ½ inch high maximum. Changes in level of ¼ inch high maximum shall be permitted to be vertical. Changes in level between ¼ inch high minimum and ½ inch high maximum shall be beveled with a slope not steeper than 1:2. *See* 2010 Standards §§ 206.5.1, 404.2.5, 303. Parks has since beveled the threshold consistent with these Standards.
- (ii) The United States previously found that the door has knob hardware, which requires tight grasping and twisting. Operable parts shall be operable with one hand and shall not require tight grasping, pinching, or twisting of the wrist. *See* 2010 Standards §§ 206.5.2, 404.2.7, 309.4. Parks has since replaced the door hardware consistent with these Standards.

e. Cottage Hallway to Unisex Restroom.

- (i) The hallway is 34 inches wide. The clear width of walking surfaces shall be 36 inches minimum. *See* 2010 Standards §§ 206.2.4, 402.2, 403.5.1. It is not readily achievable to widen the hallway. Accordingly, the Parks Capital Project will address alternative restroom facilities and therefore remedies this barrier.
- (ii) The leading edge of the light fixtures is 70 inches above the finish floor, and they protrude 9 inches into the circulation path. Objects with leading edges more than 27 inches and not more than 80 inches above the finish floor shall protrude 4 inches maximum horizontally into the circulation path. *See* 2010 Standards §§ 204.1, 307.2. Parks shall install a cane detection device beneath the fixture no later than June 1, 2026.
- (iii) The leading edge of the radiator box is 69 inches above the finish floor, and it protrudes 5 inches into the circulation path. Objects with leading edges more than 27 inches and not more than 80 inches above the finish floor shall protrude 4 inches maximum horizontally into the circulation path. *See* 2010 Standards §§ 204.1, 307.2. It is not readily achievable to remove the radiator box without compromising the radiator system. Accordingly, the Parks Capital Project will address alternative restroom facilities and therefore remedies this barrier.
- (iv) The United States previously found that the leading edge of the fire extinguisher cabinet was 38½ inches above the finish floor, and it protrudes 5 inches into the circulation path. Objects with leading edges more than 27 inches and not more than 80 inches above the finish floor shall protrude 4 inches maximum horizontally into the circulation path. *See* 2010 Standards §§ 204.1, 307.2. Parks has since relocated the fire extinguisher cabinet consistent with these Standards.

f. First Floor Unisex Restroom.

- (i) The clear opening width of the door is 27½ inches. Door openings shall provide a clear width of 32 inches minimum. Clear openings of doorways with swinging doors shall be measured between the face of the door and the stop, with the door open 90 degrees. *See* 2010 Standards §§ 206.5.2, 404.2.3. It is not readily achievable to widen the door. Accordingly, the Parks Capital Project will address alternative restroom facilities and therefore remedies this barrier.
- (ii) The door has knob hardware, which requires tight grasping and twisting. Operable parts shall be operable with one hand and shall not require tight grasping, pinching, or twisting of the wrist. *See* 2010 Standards §§ 206.5.2, 404.2.7, 309.4. Parks shall replace the door hardware consistent with these Standards no later than June 1, 2026.
- (iii) The maneuvering clearance perpendicular to the push side of the door is 34 inches. The maneuvering clearance perpendicular to the door shall be 42 inches for a latch side approach to the push side of the door. *See* 2010 Standards §§ 206.5.2, 404.2.4.1. It is not readily achievable to expand the size of the restroom. Accordingly, the Parks Capital Project will address alternative restroom facilities and therefore remedies this barrier.
- (iv) No maneuvering clearance is provided beyond the latch on the pull side of the door. The maneuvering clearance on the latch side of the door shall be 18 inches for a forward approach to the pull side of the door. *See* 2010 Standards §§ 206.5.2, 404.2.4.1. It is not readily achievable to expand the size of the restroom. Accordingly, the Parks Capital Project will address alternative restroom facilities and therefore remedies this barrier.
- (v) The door threshold is ½ inch high and is not beveled. Changes in level of ¼ inch high maximum shall be permitted to be vertical. Changes in level between ¼ inch high minimum and ½ inch high maximum shall be beveled with a slope not steeper than 1:2. *See* 2010 Standards §§ 206.5.2, 404.2.5, 303. Parks shall maintain the recently installed threshold strip for the threshold in existence as of the date of this Agreement.
- (vi) A turning space is not provided in the bathroom. A 60 inch minimum diameter or t-shaped turning space shall be provided. *See* 2010 Standards §§ 213.2, 603.2.1, 304. It is not readily achievable to expand the size of the restroom. Accordingly, the Parks Capital Project will address alternative restroom facilities and therefore remedies this barrier.
- (vii) The water closet clearance is less than 60 inches wide. Clearance around a water closet shall be 60 inches minimum measured perpendicular from the side wall and 56 inches minimum measured perpendicular from the rear wall. *See* 2010 Standards §§ 213.2, 213.3.2, 604.3.1. It is not readily achievable to expand the size of the restroom. Accordingly, the Parks Capital Project will address alternative restroom facilities and therefore remedies this barrier.

- (viii) No grab bars are provided for the water closet. The side wall grab bar shall be 42 inches long minimum, located 12 inches maximum from the rear wall and extending 54 inches minimum from the rear wall. The rear wall grab bar shall be 36 inches long minimum and extend from the centerline of the water closet 12 inches minimum on one side and 24 inches minimum on the other side. *See* 2010 Standards §§ 213.2, 213.3.2, 604.5, 609. It is not readily achievable to expand the size of the restroom or install grab bars. Accordingly, the Parks Capital Project will address alternative restroom facilities and therefore remedies this barrier.
- (ix) No knee and toe clearance is provided underneath the lavatory. The knee clearance shall be 11 inches deep minimum at 9 inches above the finish floor, and 8 inches deep minimum at 27 inches above the finish floor. The toe clearance shall be 30 inches wide and shall extend 17 inches minimum under the lavatory. *See* 2010 Standards §§ 213.2, 213.3.4, 606.2, 306. It is not readily achievable to expand the size of the restroom or adjust the lavatory. Accordingly, the Parks Capital Project will address alternative restroom facilities and therefore remedies this barrier.
- (x) The wall mounted mirror is higher than 40 inches above the finish floor to the bottom edge of the reflecting surface. Mirrors located above lavatories or countertops shall be installed with the bottom edge of the reflecting surface 40 inches maximum above the finish floor. *See* 2010 Standards §§ 213.2, 213.3.5, 603.3. It is not readily achievable to adjust or replace the mirror because it is embedded in the wall. Accordingly, the Parks Capital Project will address alternative restroom facilities and therefore remedies this barrier.
- (xi) The United States previously found that a trash can obstructs the clear floor space at the lavatory. Clear floor space, 30 inches minimum by 48 inches minimum, shall be provided. A public entity shall maintain in operable working condition those features of facilities and equipment that are required to be readily accessible to and usable by persons with disabilities. *See* 2010 Standards §§ 205.1, 309.2, 305, and 28 C.F.R. § 35.133(a). Parks has since replaced the trash can with a trash can consistent with these Standards.
- (xii) The side reach to the paper towel dispenser control is not within an accessible reach range. Where a clear floor space allows a parallel approach to an element and the side reach is unobstructed, the high side reach shall be 48 inches. *See* 2010 Standards §§ 205.1, 309.3, 308.2. Parks shall relocate the paper towel dispenser control consistent with these Standards no later than June 1, 2026.

9. The House. The House is the portion of VCHM first constructed in 1748 and has been preserved in a condition similar to its original state. Parks shall remedy the following conditions no later than five years after the Effective Date, pursuant to plans to be provided in

paragraph 12 below:

- a. First Floor. The first floor contains two parlor rooms and a dining room. The exterior walkway from the welcome center to the house museum has a stairway with four steps in the middle of the walkway, an additional step at the entrance, and a narrow entrance door. It is technically infeasible to eliminate the four steps and provide a ramp along the walkway due to limited headroom in the tunnel beneath the walkway, and insufficient length exists to provide a ramp between the stairway and the end of the walkway at the Cottage. Therefore, Parks shall provide the virtual tour specified in paragraph 8(a) to address this barrier.
 - (i) It is feasible to provide access to the museum entrance by installing a 40 foot long ramp. Parks shall install a ramp developed through the anticipated Parks Capital Project pursuant to the deadlines specified in paragraphs 12-15.
 - (ii) Parks shall remove the existing entrance door and frame and utilize the interior hallway door, equipped with an automatic door opener, as the entrance door would provide sufficient clear opening width at the house museum entrance. Parks shall renovate the existing door and frame developed through the anticipated Parks Capital Project pursuant to the deadlines specified in paragraphs 12-15.
 - (iii) A 6 inch change in level is located between the upper walkway and the entrance to the house museum. Changes in level greater than ½ inch high shall be ramped. *See* 2010 Standards §§ 206.2.1, 402.2, 403.4, 303.4. Parks shall develop a ramp through the anticipated Parks Capital Project pursuant to the deadlines specified in paragraphs 12-15.
 - (iv) The clear opening width of the door is 28 inches. Door openings shall provide a clear width of 32 inches minimum. Clear openings of doorways with swinging doors shall be measured between the face of the door and the stop, with the door open 90 degrees. *See* 2010 Standards §§ 206.5.1, 404.2.3. Parks shall renovate the existing door and frame developed through the anticipated Parks Capital Project pursuant to the deadlines specified in paragraphs 12-15.
 - (v) The door has knob hardware, which requires tight grasping and twisting. Operable parts shall be operable with one hand and shall not require tight grasping, pinching, or twisting of the wrist. *See* 2010 Standards §§ 206.5.1, 404.2.7, 309.4. Parks shall replace the door hardware consistent with these Standards no later than June 1, 2026.
 - (vi) In the West Parlor, the doorway threshold is 1 inch high, and in the East Parlor, the doorway threshold is 1½ inches high. Thresholds shall be ½ inch high maximum. Changes in level of ¼ inch high maximum shall be

permitted to be vertical. Changes in level between $\frac{1}{4}$ inch high minimum and $\frac{1}{2}$ inch high maximum shall be beveled with a slope not steeper than 1:2. *See* 2010 Standards §§ 206.5.2, 404.2.5, 303. Parks shall provide a ramp or beveled threshold developed through the anticipated Parks Capital Project pursuant to the deadlines specified in paragraphs 12-15.

- (vii) In the West Parlor, the clear floor space inside the room between the gate and the door threshold is 31 inches deep, and in the East Parlor, the clear floor space inside the room between the gate and the door threshold is 32 inches deep. Clear floor space, 30 inches minimum by 48 inches minimum, shall be provided. *See* 2010 Standards §§ 206.2.4, 305. Parks shall provide a clear floor space through the anticipated Parks Capital Project pursuant to the deadlines specified in paragraphs 12-15.
- (viii) In the East Side Hallway to East Stairway and Dining Room, the door threshold is 1 inch high. Thresholds shall be $\frac{1}{2}$ inch high maximum. Changes in level of $\frac{1}{4}$ inch high maximum shall be permitted to be vertical. Changes in level between $\frac{1}{4}$ inch high minimum and $\frac{1}{2}$ inch high maximum shall be beveled with a slope not steeper than 1:2. *See* the 2010 Standards §§ 206.5.2, 404.2.5, 303. Parks shall provide a ramp or beveled threshold developed through the anticipated Parks Capital Project pursuant to the deadlines specified in paragraphs 12-15.
- b. Second and Third Floors: The second floor contains bedrooms, and the third floor contains a nursery room and the Enslaved Servants' Quarters. The main stairway and side stairway in the east hallway of the house provide access to the second and third floors. Accordingly, pursuant to 28 C.F.R. § 35.150(b)(3)(i), Parks shall maintain the "audio-visual materials and devices to depict those portions of historic properties that cannot otherwise be made accessible" as specified in paragraph 8(a).
- c. Herb Garden: The Letter of Findings that the United States issued on June 24, 2024, made several findings that walkways through the Herb Garden are inaccessible. Parks hereby represents that the Herb Garden is not open to the public, and the walkways within the Herb Garden are designated for maintenance only. The United States will therefore not require any changes to these walkways under Title II and Title III of the ADA, and reserves its right to seek accessibility improvements to these conditions in the event that an employee brings a complaint under Title I of the ADA.
- d. Walkway Surfaces: The surface of the walkways surrounding the house museum exterior is loose crushed stone. Ground surfaces shall be stable, firm, and slip resistant. *See* 2010 Standards §§ 206.2.2, 402.2, 403.2, 302.1. Parks shall replace the walkway surface consistent with these Standards no later than December 31, 2026.

10. The Basement Community Room of the House. The basement community room is used for school field trips. An exterior stairway and the house east side stairway provide access to the basement community room. An accessible route is not currently provided to the basement community room. Parks shall remedy the following conditions in the Parks Capital Project:

1. Entrance: Parks shall provide a compliant basement entrance developed through the anticipated Parks Capital Project pursuant to the deadlines specified in paragraphs 12-15.
2. Signage: The United States previously found that a tactile sign identifying the exit door in raised characters and Braille is not provided. Doors at exit passageways, exit discharge and exit stairways shall be identified by a tactile sign in raised characters and Braille. *See* 2010 Standards §§ 216.4.1, 703.1, 703.2, 703.5. Parks shall maintain the newly installed tactile sign consistent with these Standards.

11. Restrooms at Van Cortlandt Park Nature Center. Parks shall provide a compliant unisex accessible restroom developed through the anticipated Parks Capital Project pursuant to the deadlines specified in paragraphs 12-15.

12. Architectural Plans and Instructions. No later than May 1, 2027, Defendants shall provide the United States, for its review and comment, copies of the Design Plan for the Parks Capital Project addressing the modifications which remain to be completed. Not later than January 31, 2028, Defendants shall provide the United States the Construction Drawings for the Parks Capital Project for review. Within 30 days of receipt, the United States shall identify to Defendants any points where the Design Plan or the Construction Drawings either fails to comply with the modifications described herein or creates new barriers to accessibility. If the United States has not provided Defendants with corrections or modifications to the Design Plan or the Construction Drawings within 30 days of receipt, the Design Plan or the Construction Drawings are deemed approved.

13. Meet and Confer. In the event of a dispute concerning whether or not the

Design Plan or the Construction Drawings either fail to comply with the modifications described herein or create new barriers to accessibility, the parties shall meet and confer in an effort to resolve any such disputes. Should the parties fail to reach an agreement within 30 days, any party may seek relief from the Court by motion, including an extension of the dates in paragraphs 12-15.

14. Not later than May 1, 2027, unless such time has been extended by the Court pursuant to paragraph 13, Defendants shall seek all necessary approvals from the New York City Landmarks Preservation Commission. Not later than January 31, 2028, unless such time has been extended by the Court pursuant to paragraph 13, Defendants shall seek all necessary approvals from the New York City Department of Buildings required to start construction

15. All work contemplated under this agreement shall be completed within five years of the Effective Date.

16. This Agreement is intended to address and remedy architectural conditions as set forth herein. This Agreement is not intended to remedy any non-architectural violations of the ADA or any other law that is not specifically addressed in this Agreement. Nothing in this Agreement relieves Defendants of their obligations to otherwise comply with the non-architectural requirements of the ADA.

IV. IMPLEMENTATION, ENFORCEMENT, AND EFFECT

17. Nothing contained in this Agreement is intended or shall be construed as a waiver by the Government of any right to institute any proceeding or action against Defendants for violations of any statutes, rules or regulations administered by the Government, or to prevent or limit the rights of the Government to obtain relief under the ADA, or any other federal statutes or

regulations, or on account of any violation of this Agreement or any other provision of law. However, subject to Defendants' full compliance with the Agreement, the Government will not file a subsequent complaint against Defendants pursuant to Title II or Title III of the ADA concerning the same violations identified in the Complaint herein, unless Defendants fail to make modifications in compliance with this Agreement.

18. This Agreement is a compromise of claims between the Government and Defendants. It is based on the unique nature of these particular facilities and its provisions are not necessarily applicable to any other entities or facilities.

19. There shall be no modification of this Agreement without the written consent of the Government and Defendants, subject to the Court's review and approval. However, the Government and Defendants may modify the obligations in paragraphs 8-10 by written agreement without needing to obtain Court approval.

20. This Agreement represents the entire agreement between the Government and Defendants. No prior agreements, oral representations, or statements shall be considered part of this Agreement.

21. The Government shall not withhold any requested extension of time required to complete the work required under this Agreement necessitated by circumstances beyond the reasonable control of Defendants.

22. This Court shall retain jurisdiction of this action until five years from the Effective Date, to enforce or modify the provisions of this Agreement, to resolve any dispute that arises under this Agreement, and to entertain any application and issue any orders (including, without limitation, orders directing the modification of policies, practices, and procedures, and orders requiring the removal of barriers to access) as may be necessary or appropriate for the

effectuation of its terms. The parties shall discuss and attempt to negotiate a resolution of any dispute relating to the interpretation of this Agreement before bringing the matter to the Court's attention for resolution.

23. This Agreement may be executed in counterparts, each of which shall be an original and all of which, together, shall constitute one and the same instrument.

24. The Effective Date of this Agreement is the date that it is entered on the docket.

25. Each party shall bear its own costs and attorney's fees in this action.

THE PARTIES HEREBY CONSENT to entry of the foregoing Agreement:

Date: 2/17, 2026

For the United States:

JAY CLAYTON
United States Attorney

By: /s/ David J. Kennedy
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Date: 2/17 , 2026

*For the City of New York Department of
Parks & Recreation:*

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Date: 2/18 , 2026

For the Historic House Trust:

 /s/ Joseph Schmit
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SO ORDERED:

So ordered.

The Clerk of Court is directed to
close this case.

Date: February 23, 2026.



J. PAUL OETKEN
United States District Judge