

# Exhibit 1

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

WESTCHESTER INDEPENDENT LIVING CENTER, INC., a nonprofit organization; KAYLE HILL, an individual; MICHAEL HELLMANN, an individual; and TERESA WHEELER, an individual; on behalf of themselves and all others similarly situated,

Plaintiffs,

-against-

STATE UNIVERSITY OF NEW YORK, PURCHASE COLLEGE; MILAGROS PEÑA, in her official capacity as President of Purchase College; and DR. MERRYL H. TISCH, in her official capacity as Chairman of the State University of New York Board of Trustees,

Defendants.

No. 7:16-cv-5949-CS

**STIPULATION AND SETTLEMENT AGREEMENT**

This Stipulation and Settlement Agreement (“Agreement”) is made and entered into on this \_\_\_ day of July, 2021, by and between Westchester Independent Living Center, Inc., Kayle Hill, Michael Hellmann, and Teresa Wheeler, on behalf of the class certified by the Court on June 12, 2019 (“Class” or “Plaintiffs”) and the State University of New York (“SUNY”), Milagros Peña, in her official capacity as the President of Purchase College (“SUNY Purchase”), and Dr. Merryl H. Tisch, in her official capacity as Chairman of the State University of New York Board of Trustees (collectively “Defendants”). The Class and Defendants are collectively referred to in this Agreement as the “Parties.”

**I. RECITALS**

WHEREAS, on July 26, 2016, Plaintiffs Westchester Independent Living Center, Kayle Hill, and Michael Hellmann brought a class action lawsuit in the United States District Court for the Southern District of New York (hereinafter the “Action”), alleging that SUNY Purchase fails to provide students and visitors with mobility disabilities meaningful access to the programs, services and activities provided to the non-disabled public on its campus in alleged violation of Title II of the Americans with Disabilities Act (“ADA”), 42 U.S.C. § 12131 *et seq.*, and Section 504 of the Rehabilitation Act of 1973 (“Rehabilitation Act”), 29 U.S.C. § 794 *et seq.*

WHEREAS, on July 18, 2018, the Court granted Plaintiffs’ motion to amend their complaint, adding plaintiff Teresa Wheeler.

WHEREAS, on July 26, 2018, Plaintiffs filed their First Amended Complaint (the “Amended Complaint”) (ECF No. 96).

WHEREAS, on June 12, 2019, the Court granted Plaintiffs' motion for class certification, certifying a Rule 23(b)(2) injunctive and declaratory relief class comprising SUNY Purchase students and visitors with mobility disabilities "who have been and are being denied meaningful access to the educational, cultural, and social programs, services, and activities offered at SUNY Purchase because of Defendants' continuing failure to provide accessible rights-of-way." ECF No. 197 at 39.

WHEREAS, the Parties are entering into this Agreement for the purpose of settling the disputes between them and to avoid further litigation.

WHEREAS, this Settlement Agreement is intended to wholly resolve this litigation between the Parties without further expense, delays and the risks and uncertainties of trial.

WHEREAS, Defendants do not admit any violation of Title II of the ADA or Section 504 of the Rehabilitation Act and expressly deny any wrongful conduct or liability, or violation of any federal, state, or local statute, ordinance or law in this matter whatsoever.

**NOW, THEREFORE**, in consideration of the mutual promises, covenants, representations, and other consideration contained in this Agreement, the Parties to this Agreement, through their respective attorneys, subject to approval of the Court pursuant to Rule 23 of the Federal Rules of Civil Procedure ("Rule 23"), agree that this Action shall be compromised, settled, and released as described in Section VII below, and dismissed with prejudice, upon and subject to the following terms and conditions.

## II. DEFINITIONS

1. As used in this Agreement:

Effective Date: is the date on which this Settlement Agreement, after being "so-ordered" by the Court, is electronically filed on the docket.

Class Counsel: is Disability Rights Advocates, counsel for Plaintiffs and the certified class.

Settlement Term: The Settlement Term will extend from the Effective Date through September 1, 2022 (the "Termination Date"). In the event that the completion of any work described in the Remediation Chart annexed hereto as Exhibit A is delayed in accordance with Section VIII of this Agreement, such that any work will be completed after March 1, 2022, the Termination Date will be extended so that it concludes six months from completion of the work described in the Remediation Chart.

Accessibility Standards: refers to the current versions of the Americans with Disabilities Act Accessibility Guidelines ("ADAAG"), and applicable New York State Law.

Substantial Compliance: refers to compliance with the Accessibility Standards, apart from any de minimis or justified deviation from those Standards or deviation resulting from the infeasibility of full compliance.

### III. OBLIGATIONS

#### 2. Remediation Chart

- a. The items set forth on the Remediation Chart annexed hereto as Exhibit A reflect conditions which, as of the time Plaintiffs commenced this action, Plaintiffs contended constituted violations of the ADA and Section 504 of the Rehabilitation Act. The Parties hereto recognize and acknowledge that SUNY, without conceding that any condition on campus constituted or constitutes a violation of the ADA or Section 504 of the Rehabilitation Act, already has addressed many of the items set forth on Attachment A as the result of construction and other activities. To the extent the items on Attachment A have not been previously addressed, SUNY agrees that it shall remediate areas on Campus in accordance with the Remediation Chart. Plaintiffs recognize and acknowledge that SUNY's performance of the work listed in the "Solution" column with respect to each of the items set forth in the Remediation Chart is sufficient to constitute "remediation" of each such item.
- b. The remediation activities set out in Attachment A will be carried out in Substantial Compliance with the Accessibility Standards.
- c. SUNY Purchase will complete the remediation activities set forth in Attachment A in the time frames referenced therein, subject to any unforeseen delay as set forth in Sections VIII and IX of this Agreement.

#### 3. ADA Coordinator

- a. SUNY Purchase will continue to employ an ADA Compliance Officer for the duration of the Settlement Term.
- b. The ADA Compliance Officer will be responsible for implementation of the policies and conducting or coordinating the training described in Paragraph 4 of this Agreement.

#### 4. Policies and Training

- a. SUNY Purchase's policies regarding the following are attached here as Exhibit B:
  - (1) Providing and signposting temporary accessible routes during construction
  - (2) Parking staff's appropriate enforcement of accessible parking

- (3) Timely snow and weather-related barrier removal on paths of travel
  - (4) Regular elevator testing, maintenance, and timely response time for repair
  - (5) Regular automatic door opener testing, maintenance, and timely response time for repair
  - (6) Maintenance of paths of travel and parking areas
- b. Within 120 days of the Effective Date, the ADA Compliance Officer or other appropriate personnel will ensure that training regarding these policies is conducted for all personnel charged with implementation of each policy. The training will be conducted annually.
  - c. Defendants' counsel will provide Class Counsel with written confirmation that the training has occurred within 30 days after it was completed, and will include a description of which personnel were included in the training.

#### **IV. OVERSIGHT AND REPORTING**

5. **Remediation Completed Prior to Effective Date:** Within 30 days of the Court's approval of this Agreement, Defendants will provide Class Counsel with reasonable documentation regarding items in the Remediation Chart that Defendants believe are complete as of that date. This documentation will include photographs of the completed work, and architectural plans or construction drawings when available (and to the extent such plans or drawings have not already been provided).
6. **Remediation Completed After Effective Date:** Beginning 6 months after the Effective Date, and continuing every 6 months thereafter of the Settlement Term, Defendants will provide Class Counsel with a report identifying the additional remediation that has been completed in the reporting period. This report will identify which items in the Remediation Chart have been completed during the prior 6 months and will include photographs of the completed work, and architectural plans or construction drawings when available (and to the extent not already provided). The report will also include copies of any reports received by Defendants through SUNY Purchase's "Report Accessibility Barriers" form that relate to campus paths of travel, including parking, snow and ice removal, and temporary paths of travel during construction. SUNY Purchase may redact identifying student information as required by federal or state law.
7. In the event that the "Report Accessibility Barriers" reports identify a systemic issue regarding the issues identified in this matter and/or relevant policies (e.g. snow and ice removal, parking enforcement), Class Counsel may make recommendations to Defendants regarding potential solutions. Defendants agree to consider these recommendations in good faith.

8. Class Counsel, members of Class Counsel's staff, or the Named Plaintiffs may conduct site visits to the SUNY Purchase campus to inspect remediated barriers. Class Counsel will notify Jerima DeWese, the College's ADA Compliance Officer, at Jerima.Dewese@purchase.edu, and Adam Haney, College Counsel, at Adam.Haney@suny.edu, with at least 24 hours prior to any such site visit.
9. In the event a dispute arises as to whether items in the Barrier Remediation Chart have been remediated or remediated in Substantial Compliance with the Accessibility Standards, the Parties agree to use the dispute resolution process described in Section VI of this Agreement.

**V. PROCEDURE FOR CLASS SETTLEMENT**

10. The Parties agree to take all necessary steps to obtain Court approval of the settlement set forth in this Stipulation as follows:
  - a. Class Counsel shall make a motion to the Court for preliminary approval of the Agreement. Defendants agree to file a letter stating that they do not oppose this motion.
  - b. Counsel for the Parties agree that they will take all reasonable steps to ensure that this Agreement is approved by the District Court and becomes effective. Specifically, within 30 days of execution of this Agreement, Class Counsel will (1) file the Agreement, including the attached Exhibits, with the Court, (2) move for preliminary approval of this Agreement in the District Court, and (3) request a hearing regarding entry by the Court on the earliest date acceptable to the Court, of the Proposed Order Granting Motion for Preliminary Approval of Class Settlement; Directing Issuance of Settlement Notice; and Scheduling of Hearing on Final Approval.
  - c. The attached Notice includes, in plain language: (1) A summary of the substantive relief included in this Agreement; (2) the date of the hearing on the final approval of the Agreement with a clear statement that the date may change without further notice to the Class; (3) the deadline for submitting objections to the Agreement; (4) contact information for Class Counsel to answer questions; (5) the address for Class Counsel's website; and (6) instructions on how to access the case docket via PACER or in person at the Court's locations. A Short Form Notice will also be developed highlighting the agreement and providing a link at which the full Notice and Agreement can be found. The Notice will be published in English within 30 days after Preliminary Approval, and will be posted as follows until the deadline for submitting objections has passed:
    - (1) Class Counsel will post the Notice in a prominent place on its website and will distribute the Notice by email to stakeholders. Plaintiff WILC will post the Notice on its website and may distribute the Notice electronically to its consumers. SUNY Purchase will post the

Notice on at least two places on its website, including the “Accessibility” portion thereof.

- (2) At least 14 days before the Fairness Hearing, counsel for Defendants and Class Counsel will each provide a declaration to the District Court attesting to the manner in which they disseminated the Notice consistent with the Agreement.
  - d. At the Fairness Hearing, Plaintiffs will move for Final Approval of this Agreement. The Fairness Hearing will take place at date allowing for such period of Notice to the Class as the District Court may direct, and in accordance with 28 U.S.C. § 1715.
  - e. Class Counsel and Defendants’ counsel agree to cooperate fully with one another with respect to seeking Court approval of this Stipulation; entry of the Order for Notice and Hearing; and approval of the Settlement Notice; and all counsel agree to negotiate in good faith and execute all such other documentation as may be reasonably required to obtain final approval by the Court of the settlement.
  - f. Class Counsel or Defendants’ counsel shall have the right to terminate the settlement and this Agreement by providing written notice of their election to do so to all other parties within thirty (30) days of any of the following actions:
    - (1) The Court’s denial of the motion referenced in subparagraph a. of this Paragraph;
    - (2) The Court’s declining to enter the Rule 23(e) Order;
    - (3) The Court’s refusal to approve this Agreement or any material part of the proposed settlement of this action, including refusal to approve the Settlement Notice; or
    - (4) The Court’s declining to enter an agreed-upon Order and Final Judgment.
11. Within ten (10) days of the filing a motion for preliminary approval of this Settlement, Defendants shall serve the notices required by 28 U.S.C. § 1715.

## **VI. JURISDICTION, ENFORCEMENT, AND DISPUTE RESOLUTION**

12. The administration of this Agreement shall be under the authority of the Court. The Court’s jurisdiction over this Agreement, including its power to enter orders concerning it and adjudicate any dispute or controversy between the Parties concerning the interpretation of the terms of the Agreement or the enforcement of it, shall end on the Termination Date, including any extension thereof.

13. The Parties hereby agree to the filing of the Stipulation and Order of Dismissal of the lawsuit, in the form annexed hereto as Exhibit C, in accordance with Federal Rule of Civil Procedure 41(a)(2), within 5 days of the Effective Date. The Stipulation and Order of Dismissal shall be with prejudice, subject to the District Court's retention of jurisdiction as set forth in paragraph 12 of this Agreement.
14. Dispute Resolution
  - a. Before filing any motion concerning non-compliance, Class Counsel shall notify Defendants' counsel in writing of any non-compliance with the Obligations of this Agreement and details of such non-compliance ("Written Notice"). Class Counsel agrees that any deviation from the Accessibility Standards that is nonetheless Substantial Compliance with those standards will not form the basis for any motion concerning non-compliance.
  - b. Unless otherwise agreed to by the Parties, with respect to any particular dispute, the Parties agree to meet and confer in good faith, within 14 business days after receipt of a Written Notice ("Notice Period"), to discuss and try to resolve the issue(s) in the Written Notice. The Written Notice may be provided to Counsel (or their successors) by hand delivery, email or certified mail during regular business hours at the addresses listed in Paragraph 40 of this Agreement.
  - c. If the meet-and-confer does not lead to a resolution of the dispute, then, no sooner than 14 business days after providing the other Party with written notice of an intent to terminate the meet and confer process, any Party may file a motion for assistance or relief.
  - d. The Parties retain their right to request fees or costs incurred in connection with any successful motion to obtain resolution of a dispute, and any party may object to such application.

## **VII. RELEASE OF CLAIMS**

15. In consideration of the relief set forth herein, the Named Plaintiffs, on behalf of themselves, their heirs, executors, administrators, successors and assigns (the "Named Plaintiffs Releasing Parties") hereby release and forever discharge Defendants and New York State, and all of their present and former principals, officers, directors, members, trustees, affiliates, employees, agents, attorneys, insurers, subdivisions, subsidiaries, heirs, administrators, and assigns (collectively, "the Released Parties"), from all manner of claims and causes of action whatsoever, direct or indirect, known or unknown, discovered or undiscovered, that the Named Plaintiffs Releasing Parties ever had, now have, or shall or may have in the future against some, any or all of the Released Parties for or by reason of any act, transaction, occurrence, omission, cause, matter or thing whatsoever, including, but not limited to, any and all claims regarding or arising out of the acts, transactions, occurrences or omissions that are described, alleged or contained in this Action or the allegations in the Amended Complaint, up to and including the end of the Settlement Term of this Agreement.

16. In consideration of the relief set forth herein, the members of the Class, on behalf of themselves, their heirs, executors, administrators, successors and assigns (the “Class Member Releasing Parties”), hereby release and forever discharge the Released Parties from any claim for injunctive or declaratory relief, direct or indirect, known or unknown, discovered or undiscovered, that the Class Member Releasing Parties ever had, now have, or shall or may have in the future against some, any, or all of the Released Parties for or by reason of any act, transaction, occurrence, omission, cause, matter or thing whatsoever relating to this Action or the allegations in the Amended Complaint, up to and including the end of the Settlement Term of this Agreement.
17. In no instance during the Settlement Term of this Agreement shall the Named Plaintiffs Releasing Parties file any new lawsuit relating to (i) persons with mobility disabilities who may have been denied meaningful access to the educational, cultural, and social programs, services and activities offered at SUNY Purchase, or (ii) any other matter that is described, alleged or contained in the Amended Complaint in this Action. The Named Plaintiffs Releasing Parties agree not to sue the Released Parties on any and all manner of actions, injuries, proceedings, causes of action, grievances, suits, debts, obligations, dues, sums of money, accounts, contracts, controversies, agreements, promises, damages, judgments, claims, and demands whatsoever, direct or indirect, known or unknown, discovered or undiscovered, that the Named Plaintiffs Releasing Parties and the Class Member Releasing Parties ever had, now have, or shall or may have in the future against some, any or all of the Released Parties for or by reason of any act, transaction, occurrence, omission, cause, matter or thing whatsoever relating to (i) persons with mobility disabilities who may have been denied meaningful access to the educational, cultural, and social programs, services, and activities offered at SUNY Purchase, up to and including the end of the Settlement Term of this Agreement, and (ii) any and all claims regarding or arising out of the acts, transactions, occurrences or omissions that are described, alleged, or contained in the Amended Complaint in this Action. The Named Plaintiffs Releasing Parties and their counsel in this litigation agree not to encourage or support any persons who may seek to file such a lawsuit during the Settlement Term of this Agreement, to the extent that this does not conflict with any of counsel’s ethical obligations.
18. All Class Members reserve the ability to seek reasonable accommodations at SUNY Purchase.

#### **VIII. DEADLINES AND UNFORESEEN DELAY**

19. The timeframes included in the Remediation Chart memorialize the projected timetable for implementation reflected in this Agreement. In the event an unforeseen circumstance occurs that causes Defendants to fail to timely fulfill any material requirement of this Agreement, Defendants shall notify Class Counsel in writing within thirty (30) days after Defendants become aware of the unforeseen circumstance, its anticipated impact on Defendants’ ability to perform the material terms of this Agreement, the measures taken to prevent or minimize the failure and, as appropriate, a proposed new timeline for completion. Requests by Defendants to

amend deadlines due to unforeseen circumstances shall not be unreasonably withheld by Plaintiffs.

20. The parties hereto understand and agree that, to the extent SUNY undertakes any future remediation activity that is a Capital project (longer than one year), such activity is (i) dependent (and conditioned) on SUNY Purchase's receipt of capital appropriations through the yearly New York State budgetary process and (ii) subject to the requirements of the Public Finance Law, which, among other things, requires the selection of a design consultant based on qualifications and competitive bidding followed by an award of a public works construction contract

#### **IX. FUNDING / UNFORESEEN CIRCUMSTANCES**

21. **Agreement Terms Contingent on Funding.** Defendants will use their best efforts to seek approval of the funding necessary to implement the activities described in the "Solution" column of the Remediation Chart, including seeking sufficient spending authority in the Executive budget appropriation bills to be submitted to the New York State Legislature in each fiscal year for the term of the Agreement.
22. **Obligations if Funding Not Appropriated or Unforeseen Circumstances Arise.** If at any time Defendants believe that they cannot fully implement one or more of the material provisions of this Agreement in light of either (a) the Legislature's failure to provide adequate funding for one or more of the "Solution" column of the Remediation Chart annexed hereto as Attachment A, and/or (b) unforeseen circumstances, such as a legislative change, Defendants shall promptly notify Class Counsel in writing, and the Parties shall meet and confer to discuss whether the affected terms can nevertheless be implemented with modifications agreed upon by the Parties. Plaintiffs shall not unreasonably deny a modification. If an agreement is reached, the Parties shall modify this Agreement accordingly in writing. If an agreement is not reached, the issue will be resolved by application to the Court, using the dispute resolution process in Paragraph 14 above. In connection with the resolution of any such dispute, as long as Defendants can establish that they used their best efforts to seek adequate funding or to otherwise respond to the applicable unforeseen circumstance, the Court shall not order Defendants to take any measures that would impose an undue burden or fundamental alteration, which shall be Defendants' burden to prove, consistent with applicable law governing the defenses of undue burden and fundamental alteration.

#### **X. NO ADMISSIONS OR PRECEDENTIAL EFFECT**

23. Nothing in this Agreement, or the actions taken pursuant to this Agreement, shall be construed as an admission or acknowledgment by any of the Defendants of liability or wrongdoing, or of the violation of any right or obligation contained in the statutes, regulations, Constitutions, or other applicable law of the United States or the State of New York. This Agreement shall not be used in any administrative or judicial proceeding, with the exception of an action or proceeding relating to its enforcement, as explicitly provided for in this Agreement. In addition, this Agreement shall not

bind or collaterally estop Defendants or the State of New York (including, but not limited to, any and all agencies, departments, and subdivisions thereof, or any of their officials, employees, or agents, whether in their individual or official capacities) from raising any and all claims and advancing any and all defenses in any pending or future actions or proceedings in which the same or similar legal issues as raised in this Action are raised. Nothing contained in this Agreement shall be deemed to constitute a policy, practice, or custom of Defendants or of New York State (including, but not limited to, any and all agencies, departments, and subdivisions thereof), and their officials, employees, or agents, whether in their individual or official capacities.

#### **XI. ATTORNEY'S FEES AND COSTS**

24. In full consideration of Plaintiffs' execution of this Settlement Agreement, Plaintiffs' agreement to be bound by its terms, and the undertakings as set forth herein, including the dismissal of the Action with prejudice, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the State of New York agrees to pay Plaintiffs' attorneys' fees and costs in the aggregate amount of \$990,000.00, for which an I.R.S. Forms 1099 shall be issued, in full and complete satisfaction of any and all claims for attorneys' fees, costs, disbursements, and expenses incurred by Plaintiffs for any and all counsel who have at any time represented Plaintiffs in the Action, as well as in connection with any other proceeding, administrative, judicial, or otherwise, and any other claim or action alleging any of the acts, transactions, occurrences or omissions asserted in the Action. The payment referred to in this Paragraph shall be made payable by check and delivered to Disability Rights Advocates, P.O. Box #331, Berkeley, CA 94701.
25. **State Approval of Payments.** The payment referenced in Paragraph 24 above is subject to the approval of all appropriate state officials in accordance with Section 17 of the New York Public Officers Law. Plaintiffs and their attorneys agree to execute and deliver all necessary or appropriate vouchers and other documents requested with respect to such payments. In the event such approval is denied, counsel for Defendants shall so notify counsel for Plaintiffs within five (5) business days of the disapproval. In the event of such disapproval, Plaintiffs shall have ninety (90) days from such notice within which to make a motion to the Court seeking attorneys' fees, costs, and disbursements from Defendants.
26. **Accrual of Interest.** In the event that the payments referenced in Paragraph 24 of this Final Settlement Agreement have not been received by Class Counsel within 120 days after receipt by the Office of the Attorney General of a "So Ordered" copy of this Agreement, endorsed by a judge and entered into the record by the clerk of the court, and subject to the Plaintiffs' prompt execution and delivery to counsel for the Defendants of all necessary and appropriate documentation required under Paragraph 25 of this Agreement, interest shall accrue on the outstanding principal balance at the statutory rate pursuant to 28 U.S.C. § 1961, beginning on the one-hundred-and-twenty-first day after receipt by the Office of the Attorney General of the fully-executed So-ordered Agreement.

27. **Liability for Taxes.** Plaintiffs and Plaintiffs' attorneys agree that any taxes on the payments, and/or interest or penalties on taxes on the payments referenced in Paragraph 24 shall be their sole and complete responsibility. Plaintiffs and their attorneys shall have no claim, right, or cause of action against Defendants, the State of New York (including but not limited to any and all agencies, departments, or subdivisions thereof) or any of their officials, employees, or agents, whether in their individual or official capacities, on account of such taxes, interest, or penalties. Plaintiffs agree that they will defend, indemnify, and hold harmless Defendants, the State of New York (including but not limited to any and all agencies, departments, or subdivisions thereof), and any of their officials, employees, or agents, whether in their individual or official capacities, for the satisfaction of any such taxes, interest, or penalties.
28. **Waiver of Attorneys' Lien.** The undersigned attorneys for Plaintiffs do hereby release and waive any attorneys' lien they may have on the settlement proceeds in the Action pursuant to N.Y. Judiciary Law §§ 475 and 475-a or any other state or federal law, statute, contract, or otherwise.
29. **No Other Attorney.** Plaintiffs represent and warrant that besides the undersigned attorneys for Plaintiffs, there are no other attorneys that have a lien on the settlement proceeds in the Action pursuant to the provisions of N.Y. Judiciary Law §§ 475 and 475-a or any other state or federal law, statute, contract, or otherwise for services rendered to Plaintiffs in the Action.
30. **Other Liens.** Plaintiffs and Plaintiffs' undersigned attorneys agree that neither Defendants, the State of New York (including, but not limited to, any and all agencies, departments, and subdivisions thereof), nor any of their officials, employees, or agents, whether in their individual or official capacities, shall be responsible for any liens, setoffs, or claims of any kind, whether known or unknown, that may attach to the payments set forth in this Agreement. Plaintiffs and Plaintiffs' attorneys shall have no claim, right or cause of action against Defendants, the State of New York (including, but not limited to, any and all agencies, departments and subdivisions thereof), and any of their officials, employees or agents, whether in their individual or official capacities, on account of such liens, setoffs, or claims.

## **XII. EFFECT OF NON-APPROVAL**

31. In the event that this Agreement is not approved by the Court or the Court's approval is appealed and reversed, the Parties to this Agreement shall be deemed to have reverted to their respective positions in the Action immediately prior to the execution of this Agreement and the Parties shall proceed in all respects as if this Agreement and any related orders had not been entered.

## **XIII. OTHER MATTERS**

32. Entire Agreement: This Agreement contains all the agreements, conditions, promises, and covenants between the Parties regarding matters set forth in it, and

supersedes all prior or contemporaneous agreements, drafts, representations, or understandings, either written or oral, with respect to the subject matter of the present Agreement.

33. Modification: The terms and conditions of this Agreement can be amended, changed, or altered only by written agreement of the Parties through their respective counsel or by order of the District Court upon motion.
34. Execution by Facsimile and in Counterparts: This Agreement may be executed by the Parties hereto by electronic means and in separate counterparts, and all such counterparts taken together will be deemed to constitute one and the same agreement.
35. Interpretation: This Agreement is deemed to have been drafted by all Parties hereto, as a result of arm's length negotiations among the Parties. Whereas the language of this Agreement will be construed as a whole according to its fair meaning, and not strictly for or against any of the Parties. Where required by context, the plural includes the singular and the singular includes the plural, and the terms "and" and "or" will mean "and/or." If any provision or provisions of this Agreement are found to be contrary to law, the Parties agree that the remaining provisions will not be affected and will remain in full force and effect, and such invalid or unenforceable provision shall automatically be deemed rewritten to the minimal extent necessary to eliminate such invalidity or unenforceability.
36. Additional Documents: To the extent any documents are required to be executed by any of the Parties to effectuate this Agreement, each Party hereto agrees to execute and deliver such and further documents as may be reasonably required to carry out the terms of this Agreement.
37. Binding on Successors: The provisions of the Agreement shall be binding upon, and shall inure to the benefit of, the successors, assigns, heirs, executors, administrators, parent entities, subsidiaries, and affiliates of the respective Parties.
38. Representation by Counsel: The Parties acknowledge that they have retained legal counsel to review this Agreement and have consulted said counsel concerning the terms and conditions of the Agreement. The Parties further acknowledge that they have read and fully understand each and every term of this Agreement and the consequences thereby, and knowingly and voluntarily enter into this Agreement. The signatories to this Agreement represent and warrant that they possess the legal and mental capacity to understand and enter into this Agreement, and that they have the authority to do so on behalf of their relevant Party.
39. Notices: Unless otherwise specified in this Agreement, any and all written notices and Progress Reports that are required and/or requested herein may be forwarded by certified mail, return receipt requested, or email, overnight delivery or hand delivery during business hours to:

**Counsel for Plaintiffs and the Class:**

Disability Rights Advocates  
Attn: Rebecca C. Serbin  
655 Third Avenue, 14<sup>th</sup> Floor  
New York, NY 10017

**Counsel for Defendants:**

Office of the New York State Attorney General  
Attn: Alissa S. Wright  
Mark E. Klein  
28 Liberty Street  
New York, New York 10005

The parties may designate in writing alternate addresses for any notices to be provided.

40. Governing Law: This Agreement shall in all respects be interpreted, enforced, and governed under federal law, and when applicable, the laws of the State of New York.
41. The Parties warrant and represent that the persons executing this Agreement are duly authorized to do so.
43. If any non-material provision of this Final Settlement Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, such holding shall not impair or invalidate the remainder of this Agreement and the effect thereof shall be confined to the provisions held unenforceable.
44. In the event this entire Agreement is invalid for any reason, or any material provision of that Agreement is found invalid, void, or unenforceable in whole or in part by a court of competent jurisdiction, this Agreement shall be null and void.
45. This Agreement shall not constitute a consent decree or an adjudication on the merits. Neither this Agreement, nor any policies or procedures established thereunder, shall define any state or federal constitutional or statutory rights or be deemed an admission or a waiver of sovereign immunity or Eleventh Amendment protection. Nothing in this Agreement, or any practices or procedures established thereunder, shall be construed as a waiver of any rights or defenses in any other litigation. Moreover, none of the Parties will contend that any of the provisions, practices, procedures, and goals stated in this Agreement creates any private right of action against Defendants, the State of New York, its agents, employees or representatives except as expressly provided in this Agreement.
46. Other than this Action, Plaintiffs and Class Counsel each represent and warrant that each has not commenced, maintained, or prosecuted any other action, charge, complaint, grievance, or proceeding of any kind against Defendants, the State of New York (including, but not limited to, any agencies, departments, and

subdivisions thereof), and/or their officials, employees, or agents, whether in their individual or official capacities, on its own behalf and/or on behalf of any other person and/or on behalf of or as a member of any alleged class of persons, relating to persons with mobility disabilities who have been and are being denied meaningful access to the educational, cultural, and social programs, services, and activities offered at SUNY Purchase, up to and including the end of the Settlement Term of this Agreement, and any and all claims regarding or arising out of the acts, transactions, occurrences, or omissions that are described, alleged, or contained in the Amended Complaint in this Action, and that none of the foregoing is currently pending in any court or before any administrative or investigative body or agency, and acknowledge that this representation constitutes a material inducement for Defendants to enter into this Agreement.

IN WITNESS WHEREOF, the Parties hereto, being duly authorized, have executed this Agreement:

Dated: August 17, 2021

**FOR PLAINTIFFS**

Disability Rights Advocates  
655 Third Avenue, 14<sup>th</sup> Floor  
New York, NY 10017  
Attorneys for Plaintiffs and Class Counsel



By:

\_\_\_\_\_  
Rebecca J. Rodgers  
Rebecca C. Serbin

Dated: August 17, 2021

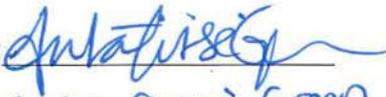
**FOR DEFENDANTS**

LETITIA JAMES  
Attorney General  
State of New York  
Attorney for Defendants

By: /s/Mark E. Klein

Mark E. Klein  
28 Liberty Street  
New York, New York 10005

State University of New York  
Office of the General Counsel

By: 

Anta Cissé-Green  
Senior Vice Chancellor for Legal Affairs  
and General Counsel

# Exhibit A

**Remediation Chart**

Item	Area	Issue	Solution
1	Central Campus Parking	Increase accessible parking around main campus and surrounding buildings (i.e. parking spaces that do not require level changes or excessive distances to reach nearby buildings), including but not limited to increasing the number of accessible parking spaces in existing parking lots and adding accessible parking at the north side of the Natural Sciences Building, between the Neuberger Museum and the Childcare Facility, and at the rear of the Physical Education building.	This work is being addressed under SUCF project #291031. Additional accessible parking spaces are being added in parking lots throughout the campus as part of SUCF project #291031, including six in W1, six in W2, five in C3, three in C4/5, and eleven near the Neuberger Museum and Natural Sciences building. The work is complete. Defendants agree that if they undertake the renovation of C2, C4, or C5 as part of a Capital project and add any additional accessible parking spaces to any of those lots, they will place such parking spaces as close as possible to the adjacent buildings.  Additionally, subject to the possible need in the future to provide an accommodation in appropriate circumstances, Defendants agree not to revert any of the three accessible parking spaces in C1 to "priority" parking spaces during the term of the Agreement.
2	Elevator access to main plaza	Designate additional 24-hour elevators from the parking level to the main plaza level at east, west, and central entry points to the main plaza (i.e. Humanities building, Natural Sciences building, Social Sciences building, and Music building) with appropriate signage. Signage should be large, clear, free of non-accessibility-related information, and should indicate 24-hour access to the public.	The rehabilitation of the PAC Exterior Elevator, which currently is a 24-hour elevator, has been completed. The elevators in the Music building, the Humanities building and the CMFT are open during building operational hours.
3	C1	Install compliant ADA signage at all accessible spaces, including van accessible spaces.	Work Orders #156467, 156468, 156469, 156470 have been completed.
4	C1	Add new or remediate existing curb ramps along paths of travel between C1 and main plaza.	Sections of sidewalks at Ft. Awesome have been replaced and new sections of the pathway completed as part of the construction of the new dorm (known as Wayback) and the Quad Rehab project. The improvements to the pathway adjacent to parking lot C3 also have been completed.
5	C2	Install compliant ADA signage at all accessible spaces, including van accessible spaces.	Work Orders #156472, 156473 have been completed.

**Remediation Chart**

6	C3	Remediate ADA parking spaces to ensure compliant surfaces.	This work was addressed under SUCF project #291031 and has been completed.
7	C3	Install compliant ADA signage at all accessible spaces, including van accessible spaces.	Work Orders #156474, 156475, 156476, 156477 have been completed.
8	C3	Add new or remediate existing curb ramps along paths of travel between C3 and main plaza.	This work was addressed under SUCF project #291031 and has been completed.
9	Route from C1 and C3 parking to main plaza (including "Terra Ve hill")	Repave and regrade footpath between C1/C3 and main plaza (including "Terra Ve hill") to provide a compliant, accessible route.	This work was addressed under SUCF project #291031 and has been completed.
10	Route from C1 and C3 parking to main plaza (including "Terra Ve hill")	Install additional directional signage to direct visitors to accessible path of travel between C1 and C3 parking to main plaza (including through health center and Humanities building those are designated accessible routes).	New directional signage was installed outside of Humanities and Health Services buildings.
11	Route from C3 to Humanities	Repave and regrade footpath between C3 and Humanities building to provide a compliant, accessible route.	This work was addressed under SUCF project #291031 and has been completed.
12	Route from C3 to Humanities	Modify existing road crossing to eliminate abrupt changes in level between C3 and Humanities building.	Remediation of this pathway was addressed under SUCF project #291031 and has been completed.
13	C4	Remediate ADA parking spaces to ensure compliant surfaces.	Accessible parking spaces were relocated to a compliant area of C4 with connection to the pathway to Main Plaza.
14	C4	Install compliant ADA signage at all accessible spaces, including van accessible spaces.	Compliant ADA directional signage has been installed.

**Remediation Chart**

15	C4/C5	Add new or remediate existing curb ramps along paths of travel between C4/C5 and main plaza.	As part of Pathways project at Olde Apartment complex, the pathway from C4 to the ramp that leads to the Main Plaza was repaved in the Summer of 2019. Remediation of the pathway from C4 to C5, including the curb cuts, has been completed.
16	C5	Remediate ADA parking spaces to ensure compliant surfaces.	Accessible parking spaces were relocated to a compliant area with connection to the pathway to Main Plaza.
17	C5	Install compliant ADA signage at all accessible spaces, including van accessible spaces.	Compliant ADA signs have been installed.
18	Route from C4 and C5 parking to main plaza	Repave and regrade footpaths between C4/C5 and main plaza to provide a compliant, accessible route.  Add new or remediate existing curb ramps along paths of travel between C4/C5 and main plaza.	As part of Pathways project at Olde Apartment complex, the pathway from C4 to the ramp that leads to the Main Plaza was repaved in the Summer of 2019. Remediation of the pathway from C4 to C5, including the curb cuts, has been completed.
19	W1 & W2	Install compliant ADA signage at all accessible spaces, including van accessible spaces.	Work Orders #156451, 156452, 156454, 156455, 156461, 156462, 156463, 156464, 156520, 156522, 156523, 156524, 156525, 156526, 156527, 156528, 156529 have been completed.
20	W1 & W2	Remediate ADA parking spaces to ensure compliant surfaces.	This work has been completed as part of SUCF project #291031.
21	W1 & W2	Add new or remediate existing curb ramps between ADA parking spaces and paths of travel to nearby buildings and main campus.	This work has been completed as part of SUCF project #291031.
22	W1 & W2	Install additional compliant directional signage to direct visitors from W1 & W2 to elevator access for main campus and PAC upper level.	Work Orders #167490, 156411, 156446, 156357 have been completed.
23	W1 & W2	Construct new crosswalk and sidewalk to Music Building entry.	The path of travel between West 2 and the Music Building has been completed as part of SUCF project #291031. Based on an objection from the local fire department, the crosswalk that was installed between the Music Building and West 2 is not raised.

**Remediation Chart**

24	W1 & W2	Remediate sidewalks from W1 & W2 ADA parking spaces to PAC underpass.	This work has been completed as part of SUCF project #291031.
25	Route from W1 and W2 to main plaza	Provide accessible signage outside and within Music Building to direct to elevator to upper level and provide audible signals at the elevator connecting parking and upper level.	Signage installed and audible signals have been installed at the elevator.
26	Route from W1 and W2 to main plaza	Replace non-compliant door thresholds to upper main plaza level in Music Building.	Work Order #167496 has been completed.
27	PAC (underpass)	Add new and remediate existing curb ramps to PAC underpass.	This work has been completed as part of SUCF project #291031.
28	PAC (underpass)	Construct two new crosswalks at PAC underpass connecting east and west sides of underpass.	Based on an objection from local fire department, raised crosswalks were not installed, but traditional crosswalks have been installed. This work has been completed as part of SUCF project #291031.
29	PAC (underpass)	Fully repave PAC underpass (including new subbase and drainage) and add new crosswalks, modifications to curbs as necessary, and modifications to sidewalks as necessary.	This work has been completed as part of SUCF project #291031. Based on objection from local fire department, raised crosswalks were not installed, but traditional crosswalks have been installed.
30	PAC (underpass)	Add compliant features at the PAC entrance, the entrances to the Concourse, the entrance to the new CFMT Building, and the PAC exterior elevator.	All of the doors in these areas have been replaced as part of SUCF project 291028. This work has been completed.
31	PAC (underpass)	Install compliant signage and wayfinding directing individuals from the PAC underpass to the PAC entrance, the CFMT elevator, and the PAC exterior elevator.	This work has been completed.

**Remediation Chart**

32	PAC (exterior)	Rehabilitate PAC exterior elevator to fully functioning, compliant condition (replace elevator cab and controls).	This work has been completed.
33	PAC (exterior)	Remediate PAC exterior stairs to ensure compliant surfaces and add compliant handrails.	The construction contract for this work is being re-bid as a result of delays caused by the pandemic. The project is currently out for re-bidding. Construction is scheduled to begin late summer/fall of 2021, with completion during the summer of 2022.
34	PAC (exterior)	Construct new sidewalk/entry to the PAC exterior elevator.	This work has been completed.
35	CFMT Building	Provide compliant signage and wayfinding that will direct visitors to the new elevator in the CFMT building.	This work has been completed.
36	Grates	Modify grates at parking areas, PAC underpass, and main plaza; re-set to level.	Work Order #167528 to adjust drains on Main Plaza has been completed; Facilities Dept. regularly checks and adjusts grates. Installation of grates in the underpass and Lots W1/W2 has been completed as part of SUCF project #291031.
37	Route through Humanities to main plaza	Install compliant directional signage within Humanities building lobby to elevator location.	This work has been completed.
38	Route between Humanities building and accessible parking	Provide compliant sidewalks connecting all nearby accessible parking and Humanities building.	This work was addressed under SUCF project #291031 and has been completed.
39	Route between bus stops and Humanities building	Construct new compliant sidewalks connecting bus stops and Humanities building.	This work was addressed under SUCF project #291031 and has been completed.

**Remediation Chart**

40	Route through Health Center to main plaza	Repair door thresholds for parking and main plaza level entrances to health center.	This work has been completed.
41	Route through Health Center to main plaza	Provide interior automatic door opener within health center operated via intercom.	This work has been completed.
42	Route through Health Center to upper plaza	Modify/box out health center counter to eliminate high level obstruction.	This work has been completed.
43	Route from Outback dormitory to dining hall	Modify existing sidewalks between Outback dormitory and dining halls to provide compliant, accessible route.	This work was completed as part of DASNY project #343520.
44	Route from the Commons to main plaza	Modify blacktop bump at bottom of ramp near Commons to provide smooth transition.	Work Order #167524 has been completed. That ramp and pathway have been replaced as part of SUCF project #291031. This work has been completed.
45	Route from the Commons to main plaza	Modify blacktop surface of path from Commons to main plaza to eliminate abrupt changes in level.	The work on the pathway from the Commons to the Main Plaza is part of SUCF project #291031 and has been completed.
46	Routes between residence halls and dining hall	Construct new accessible pathways between the residence halls and Main Dining Hall.	This work has been completed.
47	Police Station	Create compliant and accessible path of travel from main plaza to Police Station.	With the completion of the CMFT building, there is an accessible path of travel from the CMFT building to the Police Station. In addition, as part of SUCF project #291031, the ramp in front of the Police Station has been replaced.
48	Police Station	Install compliant ADA directional signage indicating an accessible path of travel from main plaza to Police Station.	Directional signage to the Police Station has been installed in the Music Building and the CMFT Building.

**Remediation Chart**

49	Police Station	Install additional directional signage to direct visitors to Police Station through the CMFT and Music Buildings.	Directional signage to the Police Station has been installed in the Music Building and the CMFT Building.
50	Police Station	Add Loop stop outside Police Station.	Alternative arrangements for accessing UPD are set forth on the campus website.
51	Police Station	Add new or remediate existing curb ramps and path of travel at underpass outside Police Station.	The ramp in front of the Police Station has been replaced as part of SUCF project #291031.
52	Mailroom	Create compliant and accessible path of travel from main plaza to Mailroom.	With the completion of the CMFT building, there is an accessible route between the Main Plaza and the Mailroom through both the CMFT building and the Music Building. Directional signage to the Police Station has been installed in the Music Building and the CMFT Building.  Additionally, as set forth on the campus website, the Mailroom will deliver mail or packages if needed, stating: "In the event an individual has a hardship that prevents or inhibits their abilities to visit the Mailroom, please contact mailroom@purchase.edu to schedule the delivery of packages and lettered mail."
53	Mailroom	Install compliant ADA directional signage indicating an accessible path of travel from main plaza to Mailroom.	With the completion of the CMFT building, there is an accessible route between the Main Plaza and the Mailroom through both the CMFT building and the Music Building. Directional signage to the Mailroom has been installed in the Music Building and the CMFT Building.
54	Mailroom	Install additional directional signage to direct visitors to Mailroom through the Music Building and CMFT Building.	Directional signage to the Mailroom has been installed in the Music Building and the CMFT Building.
55	Mailroom	Add new or remediate existing curb ramps and path of travel at underpass outside Mailroom.	This work was addressed under SUCF project #291031 and has been completed.
56	Commons Apartments	Provide a compliant, accessible ramp solution at Commons Apartments and a renovated compliant, accessible sidewalk between	This work has been completed as part of SUCF project #291031.

**Remediation Chart**

		Cottage dorms and the plaza near the Dance Building.	
57	Route from new parking to Natural Sciences Building	Provide compliant access from new parking via new sidewalks to the north entrance of the Natural Sciences Building.	This work was addressed under SUCF project #291031 and has been completed.
58	Route from new parking to Physical Education Building	Provide compliant walkways from new accessible parking to the Physical Education building entrance.	This work was addressed under SUCF project #291031 and has been completed.
59	Route from new parking to Physical Education Building	Provide all required pavement markings and signage on walkway between new accessible parking and Physical Education building.	This work was addressed under SUCF project #291031 and has been completed.
60	Route from new parking to the tennis courts	Provide a new walkway from the new (reconstructed) parking to the tennis courts to the southeast of the Physical Education building.	This work was addressed under SUCF project #291031 and has been completed.
61	Physical Education Building	Provide reconstructed compliant, accessible crosswalks at the circle locations near the Physical Education Building.	This work has been completed as part of SUCF project #291031.
62	Physical Education Building	Install new accessible front entrance on the 'Great Lawn' side of the Physical Education building (including direct access to the elevator), as well as new accessible entrances off the rear and north parking areas.	New accessible doors to the front of the Physical Education Building have been installed as part of SUCF project #29x413.

**Remediation Chart**

63	Bus stops and bus service	Ensure that all Loop buses are accessible.	Defendants will ensure that the bus operator with which SUNY has a contract for the bus/Loop shuttle service provides buses that have wheelchair lifts for all campus bus/Loop shuttles in operation.
64	Bus stops and bus service	Make all Loop/bus stops accessible.	<p>The current Loop shuttle stop near C3 and the potential future Loop shuttle stop near East 3 will be made accessible under SUCF project #291031. The Loop shuttle stops near Lot East 3 and at C3 have been completed.</p> <p>Defendants are applying for a grant to rehabilitate the Loop shuttle stop near C4 and, should they receive that grant, they will make that stop compliant with all applicable laws and regulations.</p> <p>As a result of the pandemic, <b>no</b> campus bus/Loop shuttle service for or on behalf of the College (as distinct from bus service operated by Westchester County) is currently in operation. Once campus shuttle service resumes, the College intends to use the same Loop shuttle stops it used for that service <i>before</i> the shutdown of service: one stop adjacent to the Humanities Building, a second stop adjacent to Campus Center North, and the third adjacent to Lot East 3 and the Phys. Ed. Building. Defendants agree that SUNY Purchase will not use for its campus bus/Loop service any stop besides these three stops during the term of the Agreement. Defendants further state that the Loop shuttle stop adjacent to the Humanities Building has been renovated in accordance with applicable laws and regulations.</p>

# Exhibit B



# Purchase College

STATE UNIVERSITY OF NEW YORK

## Facilities Management

735 Anderson Hill Road

Purchase, NY 10577-1402

tel 914.251.6920

[www.purchase.edu/facilities](http://www.purchase.edu/facilities)

## Accessible Temporary Paths

When Temporary Traffic Control (TTC) zones are required to be established to replace existing pedestrian paths of travel during construction or other events, all persons will be provided with safe, accessible, and reasonably convenient alternative pedestrian pathways to replace the pre-existing pathways. Applicable signage will be posted to designate the new, temporary routes.

Purchase College State University of New York

# Office of Parking and Transportation

**Our Hours Today:**

**8:30 AM - 5 PM**

## Rules and Regulations

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**These Purchase College Parking regulations include and are issued in conjunction with Part 560 & 568 of the SUNY Trustees Official Compilation of Codes**

### General

- Part 560 & 568 of the SUNY Trustees Official Compilation of Codes are included as part of this policy.
- All vehicles must be registered with the Parking Office and display the appropriate valid decal/hangtag at all times. For decal placement and lot assignment, please see below. For the current fee structure please see attachment 2.
- A vehicle is considered registered only when the official Purchase College decal/hangtag has been displayed as required and remains affixed at all times and is legible at all times.
- Vehicles, when parked in parking lots, must be parked between the pavement striping.
- A parking permit is not a guarantee of a specific parking space. The driver is responsible for finding an authorized parking space and the lack of a space does not justify illegal parking.

- It is the vehicle owner's responsibility to read and fully understand the parking rules and regulations. Professing ignorance of them will not be accepted as an excuse to alleviate fines assessed for violations.
- Parking regulations are in effect year round, including semester breaks and holidays. These enforcement regulations apply to all persons who operate motor vehicles on Purchase College property.
- Disabled vehicles must be reported to the University Police at (914) 251-6900.
- Stolen/lost decals must be reported to the University Police at (914) 251-6900. Should the owner of the decal wish to seek a replacement, it shall be the responsibility of the owner to purchase a new decal. Lost decals for residential campus parking lots may be replaced with a new permit for designated commuter lots/overflow parking lots.
- Reproduction of decals or hangtags is prohibited and is a violation of Purchase College policy.
- No person shall park a vehicle on the premises of the College in such a manner as to interfere with the use of a fire hydrant, fire lane or other emergency zone, create any other hazard or interfere with the free and proper use of a roadway or pedestrian right-of-way.
- No vehicle may park in or upon any pedestrian right-of-way nor shall any vehicle be driven upon any pedestrian right-of-way.
- No vehicle at any time shall cause delay to emergency responders.
- No vehicle at any time shall cause delay/prevent snow removal efforts.
- All vehicles loading/unloading at loading docks must have the emergency flashers on. Loading/unloading must be accomplished within 15 minutes.
- Activated flashers on an illegally parked vehicle do not exempt the vehicle from receiving a parking citation.
- The registrant of the vehicle is responsible for any parking citation assigned, regardless of who is driving the vehicle at the time of the violation.
- Any area not specifically designated for parking is considered a no parking zone and vehicles will be cited appropriately.
- The Parking Office reserves the right to change any parking regulation. Changes in the regulations will be announced through campus broadcast email and other appropriate media (college website).
- Permits for the academic year go on sale August 1

## Prohibited Parking

- No parking is permitted on the following streets:

- Lincoln Avenue
- Brigid Flannigan Drive
- Service Roads
- East-West Roads
- Any of the service and pedestrian roadways between and around buildings
- Any roadways around campus buildings, the apartments and access roadways to the Performing Arts Center
- Within 15 ft. of any fire hydrant, in any fire lane, or fire circle
- Blocking/obstructing a dumpster
- On sidewalks, pedestrian walkways, grass or other unpaved areas
- Parking Meters and Short-term parking spaces are not to be used by resident students, faculty, or staff
- In the underpass at the Performing Arts Center or the Humanities building
- Behind buildings in areas where parking spaces are not striped
- Gymnasium parking spaces are not to be used by students, these spaces are only for gym members and faculty/staff

### **Persons with Disabilities**

- Accessible parking spaces are available throughout campus.
- All vehicles parked in accessible spaces must display a valid Purchase College parking permit and a government issued permit or license plate for persons with disabilities.
- Vehicles may park in any non-reserved accessible space on campus if they have the permits previously noted.
- Any vehicle parked in a accessible space without a properly displayed permit or plate faces a fine of \$150. repeated violations could result the vehicle being booted and/or towed.

### **Event Parking**

- Individual departments are responsible for contacting the Parking Office to make arrangements.

## Priority Parking

Purchase College has a limited number of priority parking spaces on campus for community members (students, faculty, staff, alumni and local community) with special needs.

These spaces are first come first served. Receiving a permit for these spaces will not guarantee that you will be able to park in any of these spaces. These spaces are not for handicapped. There is no parking in any of these spaces daily from 2am till 6am. These spaces are located by Fort Awesome, School of Visual Arts and School of Natural Sciences/School of Dance.

To apply to use these spaces you must have a valid parking permit for Purchase College. Permission to use these spaces can be granted for community members who have a long term or short term need for parking located in these areas. This may be due to a permanent disability or a short term injury. You will be required to submit proof of documentation each year when you purchase your parking permit. If you are given one of these spaces it will be only for one academic year or portion thereof. The permit must be renewed each year. Contact the Parking & Card Office for more information.

## Registration of Vehicles and Parking Permits

### Students

- Students are defined as any and all individuals registered for course work for any length of time during any time.
- Any person associated with the College who operates a vehicle on College property must register that vehicle with the Parking Office and display the appropriate valid decal at all times. For decal placement and lot assignment, please see attachment 1.
- Students are only permitted to park in the white spaces.
- Student permits are valid from September 1 to August 31.
- Vehicles may only park in assigned areas. Areas are coded to coincide with permits.
- Parking decals must be affixed to the driver-side rear window only.
- Parking permits may not be transferred from one vehicle to another.

## Faculty/Staff

- Faculty/Staff are defined as any and all individuals employed directly by Purchase College or members of the Purchase College Foundation or Purchase College Association. This does not include summer workers, vendors/contractors, student workers, camp workers, volunteers and Neuberger docents. For the purpose of these regulations, "Staff" includes all faculty, administrative and professional employees, other support personnel employed by the College, and the personnel of other entities located on campus.
- Faculty/Staff may park in the red spaces.
- All vehicles must be registered with the Parking Office and display the appropriate valid hangtag at all times.
- Parking hang tags must be hung from the rear view mirror while vehicle is parked.
- Hangtags are valid from September 1 – August 31.
- Hangtags may be transferred to up to three vehicles, but all vehicles must be registered.

## Management Confidential

- Purchase College, Management Confidential (MC) employees have a required annual parking fee of \$180.00 and may receive a reserved parking space.
- Employees designated management confidential are not members of a negotiating unit/union. The Taylor Law does not permit them to organize or to bargain collectively on terms and conditions of employment because of the nature of their work.
- MC employees formulate policy, assist directly in preparing for or conducting negotiations, administer labor agreements, or assist in a confidential capacity those employees who have employee relations responsibilities.
- Employees that are classified by the college as MC may receive a reserved space. They may also decline this option if they choose but will still be required to make their annual payment of \$180.00.

## Visitors/Guests

- Visitors are defined as persons who are not staff or matriculating students and who only visit the campus on an occasional basis.
- Parking for visitors is in the W1 lot only.

- Visitors/Guests can pay for parking at the electronic meter located in W1 near the Performing Arts Center .
- The department or individual inviting the Visitors/Guest to campus is responsible for contacting the Parking Office and making parking arrangements.
- Visitors parking on campus for more than 4 days are encouraged to purchase a community member parking decal(**not available Fall 2020 and Spring 2021**), which can be purchased in the Parking & Card Office located at Campus Center North 1014.
- PAC ticket holders are not required to purchase these permits, as their ticket price includes a parking fee.
- Overnight guests of residential students must be registered with an RC and would be permitted to park in W2 only.

### Vendors/Contractors

- Vendors/Contractors are defined as any and all individuals working on campus for any period of time during any time. Parking for Vendors/Contractors is in the W2 lot (other locations may be made available based on working needs at the discretion of the Parking Office).
- Vendors/Contractors are only permitted to park in the white spaces.
- Hangtags are valid from September 1 – August 31.
- Vendors/Contractors are required to purchase a Vendor/Contractor hang tag from the Parking & Card Office located in Campus Center North 1014.

### Community Members

- Due to restrictions in place to deal with the pandemic only visitors with official business on the campus may park. **Community members may not park on campus this is in effect Fall 2020 and Spring 2021**
- Community Members are defined as any and all individuals' utilizing Purchase College property and not defined in previous categories in this policy.
- All vehicles must be registered with the Parking Office and display the appropriate valid decal at all times.
- Community Members are only permitted to park in the white spaces.
- Community Members decals are valid from September 1 – August 31.

## Veterans

- Any veteran, as defined in section 360 of the New York State Education Law, in attendance as a student at Purchase College shall be exempt from registration and parking fees upon submission by the veteran of a written request for exemption together with written certification by the veteran that such veteran was honorably discharged or released under honorable circumstances from such service will be provided with a complimentary student parking permit.
- Veterans must identify themselves with their military ID card, Veterans card, or DDR14 card. This must be presented at time of purchase; the Parking Office will record and file the information.
- Veterans will still be expected to abide by all aforementioned rules and regulations applicable to Student parking.

## Gym Parking

- Gymnasium parking spaces are not to be used by students, these spaces are only for gym members and faculty/staff.
- All vehicles must be registered with the Gym or the Parking Office and display the appropriate valid decal at all times.
- Decals are valid from September 1 – August 31.
- The gym will distribute decals to registrants.

## Summonses, Fines, and Appeals

### Summonses

The campus is regulated by New York State Vehicle and Traffic Laws; therefore, drivers are subject to standard traffic and parking regulations and outstanding parking tickets are entered into the New York State scofflaw system. Fines currently range from \$25 to \$150, please see attachment 3 for fine schedule.

Below are the fines for parking violations, the first amount is the base fine, the second amount is the fine with a late penalty.

**Violation:**

**03 RESERVED PARKING**

**Fine:**

\$ 25.00 /\$ 35.00

**Violation:**

**04 LOADING DOCK/ZONE**

**Fine:**

\$ 25.00/ \$ 35.00

**Violation:**

**08 EXPIRED INSPECTION**

**Fine:**

\$ 25.00 /\$ 35.00

**Violation:**

**09 EXPIRED REGISTRATION**

**Fine:**

\$ 25.00/ \$ 35.00

**Violation:**

**11 NO PARKING ANYTIME**

**Fine:**

\$ 25.00 /\$ 35.00

**Violation:**

**20 FIRE HYDRANT**

**Fine:**

\$ 50.00 / \$ 60.00

**Violation:**  
25 ROADWAY INTERFERENCE

**Fine:**  
\$ 25.00 / \$ 35.00

**Violation:**  
30 FACULTY/STAFF ONLY

**Fine:**  
\$ 25.00 / \$ 35.00

**Violation:**  
32 POLICE VEHICLES ONLY

**Fine:**  
\$ 25.00 / \$ 35.00

**Violation:**  
40 OTHER

**Fine:**  
\$ 25.00 / \$ 35.00

**Violation:**  
42 FIRE ZONE/LANE

**Fine:**  
\$150.00 / \$160.00

**Violation:**

**43 EQUIPMENT (LIST)**

**Fine:**

\$ 25.00/ \$ 35.00

**Violation:**

**61 UNREGISTERED**

**Fine:**

\$ 25.00 /\$ 35.00

**Violation:**

**62 UNINSPECTED**

**Fine:**

\$ 25.00 /\$ 35.00

**Violation:**

**63 ABANDONED VEHICLE**

**Fine:**

\$ 25.00 /\$ 35.00

**Violation:**

**72 NO SUNY DECAL**

**Fine:**

\$ 25.00 /\$ 35.00

**Violation:**

**86 PHYSICALLY HANDICAPPED PARKING**

**Fine:**

\$150.00 / \$160.00

**Violation:**

**87 PARKED OFF PAVEMENT**

**Fine:**

\$ 25.00/ \$ 35.00

**Violation:**

**92 ALL NIGHT PARKING (2AM-6AM)**

**Fine:**

\$ 25.00/ \$ 35.00

**Violation:**

**100 PARKING ON GRASS**

**Fine:**

\$ 50.00/ \$ 60.00

**Violation:**

**181 PARKING IN WRONG LOT W/PERMIT**

**Fine:**

\$ 35.00 /\$ 45.00

**Violation:**

**182 CCN NO PERMIT/WRONG PERMIT**

**Fine:**

\$ 35.00 /\$ 45.00

**Violation:**

**183 OLDE/ALUMNI VILLAGE NO PERMIT**

**Fine:**

\$ 35.00/ \$ 45.00

**Violation:**

184 W1/W2 PARKING LOT ANY VIOLATION

**Fine:**

\$ 25.00 / \$ 35.00

**Violation:**

185 PARKED OUTSIDE MARKING

**Fine:**

\$ 25.00/\$ 35.00

**Violation:**

106 PARKED IN WALKWAY

**Fine:**

\$ 25.00 /\$ 35.00

### Payment of Fines and Filing of Appeals

- Appeals must be filed within 14 calendar days of the ticket issue date.
- After 14 days have passed from the time a ticket is issued, it may no longer be appealed
- Failure to appeal a ticket within 14 days constitutes as pleading guilty.
- The decision of the Hearing Officer is final. Date(s) & time(s) of hearings will be emailed upon receipt of an Appeal Form and can also be found online at **[ParkingTicketPayment.com](https://www.purchase.edu/offices/parking-and-transportation/parking/rules-and-regulations/)**.

### Non-Payment of Fines Student Account Holds

- Students with outstanding fines for more than 30 days and or amounting to \$75 or more will have a hold placed on their student account.
- Fines must be paid in full for the hold to be removed.
- Holds make it unable for you to register in the future, obtain transcripts, or receive graduation diplomas.

## Boot & Tow

- Vehicles are subject to booting or towing for unpaid parking summonses and illegal parking; in such case, the owner/driver of the vehicle is responsible for booting and towing fees.
- Vehicles may receive a boot for the following reasons:
  - Unpaid parking tickets exceeding 90 days (even if the car is currently parked legally, including at meters and in parking lots)
  - Vehicles owing \$75 or more in parking tickets.
  - Illegal parking (cars parked in any of the prohibited areas at the discretion of UPD)
  - Parking in a closed lot
- If a vehicle is booted for one of the above reasons, a \$35 boot fee will be added to the final violation.
- The boot fee must be paid before the boot is removed from the vehicle. The owner/operator must make contact with the Parking Office to make arrangements for boot removal.
- Boot will be removed by UPD.
- Vehicles may be towed for the following reasons:
  - Parking in any of the prohibited areas.
  - Having a boot on the car for more than 72 hours.

## Where is My Permit Valid?

Permit:

E2/W2

Lot:

East 2, West 2

**Permit:**

E2/E3

**Lot:**

East 2, East 3

**Permit:**

E6

**Lot:**

Lower Athletics Lot, East 6

**Permit:**

C5

**Lot:**

Central 5

**Permit:**

E4/E5

**Lot:**

East 4, East 5

**Permit:**

W3

**Lot:**

West 3

**Permit:**

NYU

**Lot:**

Central 4, Central 5

<b>Permit:</b> LIU
<b>Lot:</b> East 2, West 2

<b>Permit:</b> Staff
<b>Lot:</b> Any Lot

<b>Permit:</b> Student, staff and Faculty permits
<b>Lot:</b> West 1/West2

**Contact Us**

***Parking and Transportation***

Campus Center North

**(914) 251-6177**

**parkingandtransportation**

**@purchase.edu**

Part 560 of SUNY Code-Parking

Part 568 of SUNY Code-Parking Purchase College

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Chapter V. State University of New York

Subchapter C. Administration and Operation of State-Operated Institutions of State University of New York

Article 3. Vehicular and Pedestrian Traffic and Parking

Part 560. Regulations of the Board of Trustees

NYCRR T. 8, Ch. V, Subch. C, Art. 3, Pt. 560, Refs & Annos  
Currentness

Current with amendments included in the New York State Register, Volume XLIII, Issue 32 dated August 11, 2021. Some sections may be more current, see credits for details.

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8 NYCRR 560.1

Section 560.1. Applicability of this Part

Currentness

This Part shall govern vehicular and pedestrian traffic and parking upon the highways, streets, roads and sidewalks owned, controlled or maintained by State University of New York, and shall apply to students, faculty, employees, visitors and all other persons upon such premises.

**Credits**

Sec. filed Aug. 24, 1972 eff. with the commencement of the 1972-73 academic year.

Current with amendments included in the New York State Register, Volume XLIII, Issue 32 dated August 11, 2021. Some sections may be more current, see credits for details.

N.Y. Comp. Codes R. & Regs. tit. 8, § 560.1, 8 NY ADC 560.1

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8 NYCRR 560.2

Section 560.2. Application of Vehicle and Traffic Law to all State-operated institutions

Currentness

(a) *Application of Vehicle and Traffic Law and orders of the Department of Transportation.*

(1) The Vehicle and Traffic Law shall apply upon such premises notwithstanding any references in such law to public highways, streets, roads or sidewalks.

(2) Orders of the Department of Transportation heretofore or hereafter promulgated for State University shall continue in full force and effect.

(b) A violation of any section of the Vehicle and Traffic Law made applicable by subdivision (a) of this section and any applicable order of the New York State Department of Transportation shall be a misdemeanor or traffic infraction as designated in such law, and shall be punishable as therein provided.

(c) Such laws and orders adopted by State University of New York in subdivision (a) of this section shall be enforced in any court having jurisdiction.

(d) A complaint regarding any violation of the Vehicle and Traffic Law, any Department of Transportation order or any traffic ordinance applicable on such premises shall be processed in accordance with the requirements of applicable law.

**Credits**

Sec. filed Aug. 24, 1972 eff. with the commencement of the 1972-73 academic year.

Current with amendments included in the New York State Register, Volume XLIII, Issue 32 dated August 11, 2021. Some sections may be more current, see credits for details.

N.Y. Comp. Codes R. & Regs. tit. 8, § 560.2, 8 NY ADC 560.2

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8 NYCRR 560.3

Section 560.3. Campus rules and regulations

Currentness

(a) The council of each State-operated institution of State University shall adopt campus rules and regulations, not inconsistent with this Part and the Vehicle and Traffic Law, relating to vehicular parking, vehicle and pedestrian traffic and safety. All such rules shall be submitted to the respective campus president or designee, or if directed by the Board of Trustees, to the Board of Trustees for approval.

(b) Such rules and regulations shall provide that:

(1) No person shall drive a vehicle on university streets, roads or highways at a speed greater than is reasonable and prudent under the conditions and having regard to the actual and potential hazards then existing; but in no event shall a person drive a vehicle in excess of 30 miles per hour unless a different speed is authorized and indicated by the university or the Department of Transportation.

(2) No person shall park a vehicle on the premises of the university in such manner as to interfere with the use of a fire hydrant, fire lane or other emergency zone, create any other hazard or unreasonably interfere with the free and proper use of a roadway or pedestrian way.

(c) Such rules and regulations may provide for the:

(1) disposition of abandoned vehicles;

(2) attachment of a vehicle immobilizer and/or the removal by towing or otherwise of vehicles parked in violation of such rules, at the expense of the owner;

(3) payment of fees for the registration and parking of vehicles provided, however, that a campus may exempt from payment of any such fees, any veteran, as defined in section 360 of the New York State Education Law, attending the university. Such registration and parking fees must be approved by the campus president or designee, or if directed by the Board of Trustees, by the Board of Trustees, and when collected shall be deposited in the State University income fund. Approval by the president or designee, or by the Board of Trustees, as the case may be, shall be based upon a determination that the

amount of the fee is substantially based on an analysis of the costs attributable to the operation and maintenance of the parking facilities owned and operated by the university;

(4) assessment of fines upon the owner or operator of such vehicles for each violation of traffic and parking regulations, in accordance with the procedures outlined in subdivision (d) of this section. Fines for violation of campus parking regulations may be set for each campus, not exceeding \$50 for each violation, except that an escalation of fines to a sum not exceeding \$75 may be provided for a second and subsequent violation(s) within the same academic year. Fines for violation of campus parking regulations which prohibit unauthorized parking in fire zones or handicapped parking spaces may be set for each campus not exceeding \$150 for each violation. The prosecution and collection of fines involving visitors shall be in accordance with applicable law. Fines may be deducted from the salary or wages of an offending officer or employee of the university. In the case of students, grades and transcripts may be withheld until all fines are paid. Fines shall be deposited in the State University income fund;

(5) revocation of a campus motor vehicle registration and a loss of parking privileges for the balance of the academic year upon a finding that 10 or more campus parking violations have been incurred during an academic year;

(6) establishment of traffic and parking control lights, signs, signals or markings on its campus affecting vehicles and pedestrians. Where local law permits, a college council may enlist the aid and cooperation of municipal law enforcement authorities in enforcing regulations promulgated pursuant to this section.

(d) Where campus rules provide for the assessment of fines, the following enforcement procedures shall be included in such rules:

(1) A complaint regarding any violation of a campus rule shall be in writing reciting the time and place of the violation and the title, number or substance of the applicable rule.

(i) The complaint must be subscribed by the officer witnessing the violation and attached to the vehicle involved.

(ii) The complaint shall indicate the amount of the fine assessable for the violation, and advise that if the person charged does not dispute the violation, fines may be paid at the business office of the campus within a period to be prescribed by the college council.

(iii) The complaint shall recite that a hearing may be requested within a period to be prescribed by the college council after service of the charges by appearing in person at the office of the campus security director or such other place as may be designated by the council.

(iv) The complaint shall recite that should the alleged violator fail to appear at the time fixed for the hearing or should no hearing be requested within the period as prescribed by the college council in subparagraph (iii) of this paragraph, the complaint is proved and shall warrant such action as may then be appropriate.

(v) Three or more unanswered complaints in an 18-month period by the same person regarding violations of a campus parking rule, shall result in a referral to the New York State Commissioner of Motor Vehicles for review in considering

the renewal of an operator's license and/or a motor vehicle registration, and the imposition of a fee as approved by the campus president or designee, or by the Board of Trustees, as the case may be, to meet the administrative costs of such referral.

(2) The campus president or designee, shall designate a hearing officer or board, not to exceed three persons, to hear complaints for violation of campus traffic and parking regulations enforceable on campus. Such hearing officer or board shall not be bound by the rules of evidence but may hear or receive any testimony or evidence directly relevant and material to the issues presented.

(3) At the conclusion of the hearing or not later than five days thereafter, such hearing officer or board shall file a report. A notice of the decision shall be promptly transmitted to the violator. The report shall include:

- (i) the name and address of the alleged violator;
- (ii) the time and place when the complaint was issued;
- (iii) the campus rule violated;
- (iv) a concise statement of the facts established on the hearing based upon the testimony or other evidence offered;
- (v) the time and place of the hearing;
- (vi) the name of all witnesses;
- (vii) each adjournment stating upon whose application and to what time and place it was made;
- (viii) the decision (guilty or not guilty) of the hearing officer or board.

**Credits**

Sec. filed Aug. 24, 1972; amds. filed: Sept. 25, 1981; May 28, 1985; Jan. 24, 1990; Feb. 6, 2001; March 13, 2006 eff. March 29, 2006. Amended (c).

Current with amendments included in the New York State Register, Volume XLIII, Issue 32 dated August 11, 2021. Some sections may be more current, see credits for details.

N.Y. Comp. Codes R. & Regs. tit. 8, § 560.3, 8 NY ADC 560.3

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8 NYCRR 560.4

Section 560.4. Filing

Currentness

This Part and any rules and regulations promulgated by a college council and approved by a campus president or designee, or by the Board of Trustees, as the case may be shall be filed:

- (a) in the office of the Secretary of State;
- (b) in the office of the clerk of the city, town or village in which the premises of the State-operated institutions are located; and
- (c) in the office of the campus security director or such other location, as may be designated by the campus president or designee.

**Credits**

Sec. filed Aug. 24, 1972; amd. filed Feb. 6, 2001 eff. Feb. 21, 2001.

Current with amendments included in the New York State Register, Volume XLIII, Issue 32 dated August 11, 2021. Some sections may be more current, see credits for details.

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Article 3. Vehicular and Pedestrian Traffic and Parking

Part 568. State University College at Purchase

NYCRR T. 8, Ch. V, Subch. C, Art. 3, Pt. 568, Refs & Annos  
Currentness

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8 NYCRR 568.0

Section 568.0. [Repealed]

Currentness

**Credits**

Sec. filed Dec. 29, 1972; repealed, filed June 27, 1985 eff. June 27, 1985.

Current with amendments included in the New York State Register, Volume XLIII, Issue 32 dated August 11, 2021. Some sections may be more current, see credits for details.

N.Y. Comp. Codes R. & Regs. tit. 8, § 568.0, 8 NY ADC 568.0

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Part 568. State University College at Purchase (Refs & Annos)

8 NYCRR 568.1

Section 568.1. Applicability of this Part

Currentness

(a) This Part shall govern vehicular and pedestrian traffic and parking upon the highways, streets, roads and sidewalks of the State University of New York College at Purchase, and shall apply to students, faculty, employees, visitors and all other persons upon such premises.

(b) The Vehicle and Traffic Law shall apply upon such premises notwithstanding any references in such law to public highways, streets, roads or sidewalks.

(c) A violation of any section of the Vehicle and Traffic Law made applicable by subdivision (b) of this section shall be a misdemeanor or traffic infraction as designated in such law, and shall be punishable as therein provided.

(d) Such laws adopted by State University of New York in subdivision (a) of this section shall be enforced in any court having jurisdiction.

(e) A complaint regarding any violation of the Vehicle and Traffic Law, or any traffic ordinance applicable on such premises, shall be processed in accordance with the requirements of applicable law.

**Credits**

Sec. filed Dec. 29, 1972; repealed, new filed June 27, 1985 eff. June 27, 1985.

Current with amendments included in the New York State Register, Volume XLIII, Issue 32 dated August 11, 2021. Some sections may be more current, see credits for details.

N.Y. Comp. Codes R. & Regs. tit. 8, § 568.1, 8 NY ADC 568.1

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Part 568. State University College at Purchase (Refs & Annos)

8 NYCRR 568.2

Section 568.2. Definitions

Currentness

Unless otherwise expressly stated, whenever used in these regulations, the following terms shall respectively be deemed to mean and include each of the meanings and/or the meanings as set forth in the Vehicle and Traffic Law of the State of New York. Any term in the singular shall include the plural, and vice-versa, and any term in the masculine shall include the feminine and neuter.

(a) *Title.* These rules and regulations shall be known and designated as Campus Traffic and Parking Rules and Regulations, SUNY College at Purchase.

(b) *University police officer.* Any person employed or designated by the State University of New York as a police officer and a member of the university police department, for the purpose of enforcing law, order and observance of the rules and regulations enacted by the State University Board of Trustees, pursuant to section 355(2)(l) of the Education Law of the State of New York and as amended.

(c) *Parking place.* Any part or area on any SUNY-owned property, duly designated as a place for the standing of vehicles.

(d) *Pedestrian right-of-way.* Any road, sidewalk or other place in any SUNY-owned property, the use of which is restricted or limited to persons on foot.

(e) *Service roadway.* Any road in any SUNY-owned property, the use of which is restricted or limited.

(f) *SUNY-owned property.* Any and all real property acquired by or under the jurisdiction and/or control of the State University of New York College at Purchase.

**Credits**

Sec. filed Dec. 29, 1972; repealed, new filed June 27, 1985; amd. filed Oct. 3, 2002 eff. Oct. 23, 2002. Amended (b), (d).

Current with amendments included in the New York State Register, Volume XLIII, Issue 32 dated August 11, 2021. Some sections may be more current, see credits for details.

N.Y. Comp. Codes R. & Regs. tit. 8, § 568.2, 8 NY ADC 568.2

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8 NYCRR 568.3

Section 568.3. General provisions

Currentness

(a) *Driver responsibility.*

(1) The person registering a private vehicle for use on campus is responsible for its operation and for any fines incurred during or due to his presence on campus.

(2) By registering a vehicle for campus privileges, a person agrees to abide by the traffic and parking regulations in force at that time, and any subsequent regulation that may be issued. The assignee of a State-owned vehicle is responsible for its operation and for any fines incurred during the period of assignment.

(b) *Registration of vehicles.*

(1) Any person associated with the college who operates a vehicle on university property must register that vehicle with the local college as required by the university.

(2) Vehicle registration entitles a person to drive on campus and to park in designated parking places only.

(3) An official college identification parking decal will be issued for the current year or summer session at a charge per vehicle as approved by the Chancellor or his designee.

(4) Each parking decal must be removed with change of ownership or termination of the owner's association with the college.

(5) A vehicle is considered registered only when the official college parking decal has been displayed as required and remains affixed at all times and is legible at all times.

(6) Display of a parking decal for which the owner and/or operator of a vehicle is not entitled shall be a violation of these regulations.

(c) *Parking.* Parking fees as approved by the Chancellor, or designee, shall be charged for motor vehicles parked within designated lots, consistent with applicable collective bargaining agreements and in accordance with guidelines established by the Chancellor or designee. Such guidelines shall provide that the determination of the amount of the fee be substantially based on an analysis of the costs attributable to the operation and maintenance of the parking facilities owned and operated by the College at Purchase.

(d) *Obedience to university police officers and traffic control devices.* No person shall fail, neglect or refuse to comply with or obey the direction or command of any university police officer, or comply with or obey and instruction or direction, regulation, warning or prohibition written or printed, displayed or appearing on any traffic or parking sign or placard on any part of SUNY-owned property. The directions on any such sign or placard may be disregarded only on order of a university police officer.

(e) *Temporary instructions.* Occasionally, special short-term conditions arise that may require suspending a portion of these rules and regulations or may require additional, temporary regulations and/or instruction. The chief of university police or his designee, may be authorized by the president to take such of these temporary actions as circumstances may dictate.

(f) *Veterans.* Any veteran, as defined in section 360 of the New York State Education Law, in attendance as a student at the College at Purchase shall be exempt from registration and parking fees upon submission by the veteran of a written request for exemption together with written certification by the veteran that such veteran was honorably discharged or released under honorable circumstances from such service.

**Credits**

Sec. filed Dec. 29, 1972; repealed, new filed June 27, 1985; amds. filed: May 24, 1990; Oct. 3, 2002; Jan. 30, 2007 eff. Feb. 14, 2007. Added (f).

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N.Y. Comp. Codes R. & Regs. tit. 8, § 568.3, 8 NY ADC 568.3

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8 NYCRR 568.4

Section 568.4. Traffic regulations

Currentness

(a) *Traffic control devices.*

(1) No person shall fail, neglect or refuse to comply with any instruction, direction or regulation displayed on any post, standard sign or marking on any roadway or parking area or other device installed or placed for the regulation of traffic on SUNY-owned property.

(2) No person shall deface, damage or remove any traffic control device without authorization. Such interference with a traffic control device shall be unlawful.

(b) *Speed limits.*

(1) No person shall drive a vehicle on university streets, roads or highways at a speed greater than is reasonable and prudent under the conditions and having regard to the actual and potential hazards then existing. But in no event shall a person drive a vehicle in excess of 30 miles per hour unless a different speed is authorized and indicated by the university or the Department of Transportation.

(2) Maximum speed in any of the campus parking lots is 15 miles per hour.

(3) Fifteen miles per hour is the maximum speed through the tunnel on Lincoln Avenue and for a distance of 500 feet south of the tunnel and 500 feet north of the tunnel on Lincoln Avenue. Speed in excess of 15 miles per hour shall be unlawful.

(4) Fifteen miles per hour is the maximum speed through the service area from Lincoln Avenue to Brigid Flanigan Drive. Speed in excess of 15 miles per hour shall be unlawful.

(5) Maximum speed in the PAC drive and underpass, service roadways, roadways around the original campus buildings and on Cottage Avenue between Brigid Flanigan Drive and Lincoln Avenue is 15 miles per hour. Speed in excess of 15 miles per hour shall be unlawful.

(6) No person shall operate a bicycle or other human powered vehicle anywhere on university property at a speed in excess of 15 miles per hour.

(c) *One-way traffic.* Upon a roadway restricted to one-way traffic, no vehicle shall proceed in the opposite direction. The following roadways are one-way traffic flows:

(1) Traffic through parking lots when applicable will be one-way as indicated by signage.

(2) Streets D and E around the cemetery are one-way in a counterclockwise direction.

(3) Cottage Avenue between Brigid Flanigan Drive and Lincoln Avenue is one-way in an easterly direction.

(4) Circumference Road of the W3 apartments is one way in a counter clockwise direction.

(d) *Driving off pavement.* No vehicle shall enter upon any unimproved area or drive off of the improved or paved roadway of any SUNY-owned property except when directed to do so by those persons with authority to regulate traffic. The provisions in this subdivision shall not apply to university and local police, maintenance or emergency vehicles.

(e) *Parking.*

(1) All vehicles must be parked in assigned areas.

(2) No parking is permitted on the following streets:

(i) Lincoln Avenue;

(ii) Brigid Flanigan Drive;

(iii) service roads;

(iv) East West Road;

(v) any of the service and pedestrian roadways between and around buildings, namely Streets A, B, C, D, E and F; and

(vi) any of the roadways around the original campus buildings, W3 apartments and access roadways to the Performing Arts Center.

(3) Vehicles may not be parked off the paved areas.

(4) No vehicle may be operated on other than the designated streets, roadways or parking lots on the campus.

(5) Vehicles, when parked in parking lots, must be parked between the pavement stripings.

(6) No person shall park a vehicle on the premises of the college in such a manner as to interfere with the use of a fire hydrant, fire lane or other emergency zone, create any other hazard or unreasonably interfere with the free and proper use of a roadway or pedestrian right-of-way.

(7) No vehicle may park in or upon any pedestrian right-of-way nor shall any vehicle be driven upon any pedestrian right-of-way.

(8) Vehicles parked in violation of the official campus traffic regulations may be towed away by an independent vendor operating under contract who must be paid for his services by the vehicle owner.

(9) Vehicles parked in violation of the official campus traffic regulations may be restrained in place by means of a vehicle restraining device locked to a wheel of the offending vehicle. A charge for the installation and removal of such device may be imposed by the university police department in addition to any fines incurred for the parking violation. Any damage incurred by attempts of the driver or owner of the vehicle to move said vehicle shall be the liability and responsibility of the person causing the damage.

(f) *Disabled vehicles.* Disabled vehicles shall be driven or moved off the paved portion of the roadway so as to prevent obstruction of traffic, but a disabled vehicle shall be permitted to remain on such unpaved portion only until temporary repairs are made or until power can be obtained to remove it, but any such disabled vehicle must be removed within at least 24 hours.

(g) *Repairing vehicles.* A vehicle shall not be parked or stopped on any roadway, parking area or any other place for the purpose of being serviced or repaired, including body work, except with the permission of the university police department.

(h) *Abandoned vehicles.* No person shall abandon or shall cause to be abandoned (as defined in the Vehicle and Traffic Law of the State of New York) a motor vehicle anywhere on the college campus. Vehicles abandoned anywhere on property owned or controlled by the college may be towed away and disposed of at the expense of the last registered owner.

(i) *Impounding vehicles.* Vehicles illegally parked or abandoned or disabled in such a place as to constitute a safety hazard or to interfere with public convenience on SUNY-owned property, may be towed away and impounded.

(j) *Roads closed.* Entrance roads to the SUNY College at Purchase campus, at the discretion of the campus president, may be closed to traffic between 9:00 p.m. and 5:00 a.m. daily. All vehicles entering the campus between those hours would do so through the main entrance to the campus at Anderson Hill Road. Before entering, all vehicles would stop and the driver and occupants identify themselves in the manner set forth in the directives of the President of the State University of New York at

Purchase. Persons not properly identifying themselves or giving proper reason for entry to the campus may be denied entrance and turned away.

(k) *Unregistered or uninsured vehicles.* No vehicle may be operated upon the campus of the State University College at Purchase unless that vehicle is registered and insured as required by the Vehicle and Traffic Law and the regulations of the Commissioner of Motor Vehicles. It shall be a violation to park an unregistered vehicle on the SUNY College at Purchase campus. Vehicles found to be operating without a valid motor vehicle registration or without insurance may be impounded and towed away at the expense of the owner.

(l) *Trucks.* Trucks over 10,000 pounds are not permitted on any campus roadway, except for local delivery and pickup or for construction or other work on the Purchase College campus.

#### **Credits**

Sec. filed Dec. 29, 1972; repealed, new filed June 27, 1985; amds. filed: March 23, 1989; Oct. 26, 1992; Oct. 3, 2002 eff. Oct. 23, 2002. Amended (b)-(e), (g); added (l); amd. filed Sept. 28, 2011 eff. Oct. 19, 2011.

Current with amendments included in the New York State Register, Volume XLIII, Issue 32 dated August 11, 2021. Some sections may be more current, see credits for details.

N.Y. Comp. Codes R. & Regs. tit. 8, § 568.4, 8 NY ADC 568.4

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8 NYCRR 568.5

Section 568.5. Signs

Currentness

(a) *Speed limit signs:*

(1) 30 MPH placed at intervals along the following roadways:

- (i) East Brigid Flanigan Drive;
- (ii) West Brigid Flanigan Drive;
- (iii) Lincoln Avenue (except central campus); and
- (iv) East-West Road.

(2) 15 MPH placed at intervals along the following roadways and lots:

- (i) all service roadways;
- (ii) Lincoln Avenue (central campus);
- (iii) all parking lots;
- (iv) W3 apartments roadway;
- (v) Performing Arts Center roadway;
- (vi) Cottage Avenue;

(vii) service group roadways; and

(viii) roadways to and around original campus buildings.

(b) *Stop signs:*

- (1) Lincoln Avenue at Brigid Flanigan Drive (north and south);
- (2) Lincoln Avenue at Brigid Flanigan Drive and Salter Drive (four-way stop);
- (3) Lincoln Avenue at mall underpass (north and south);
- (4) Cottage Avenue at Lincoln Avenue and Brigid Flanigan Drive;
- (5) East-West Road at Lincoln Avenue and Brigid Flanigan Drive;
- (6) Street D at administration driveway;
- (7) exit roadways of all parking lots;
- (8) gym access roadway at Brigid Flanigan Drive and at service road to E8;
- (9) Brigid Flanigan Drive at campus entrance (south);
- (10) A-B-C Street service roadways at Lincoln Avenue and Cottage Avenue;
- (11) W3 apartments driveway exits; and
- (12) Brigid Flanigan Drive at campus entrance (south).

(c) *Yield signs:*

- (1) campus entrance (south) to Brigid Flanigan Drive;
- (2) campus entrance (south) left turn from Brigid Flanigan Drive;

(3) W1 parking lot entrance (south) from Brigid Flanigan Drive; and

(4) W2 parking lot exit (north) to Brigid Flanigan Drive.

(d) *Do not enter signs* (may be placed in conjunction with one-way signs where appropriate):

(1) exit and enter S2 parking lot (one-way control);

(2) exit N1/N2 parking lot;

(3) at pedestrian rights-of-way where vehicle access is possible;

(4) W3 apartments driveway from Cottage Avenue;

(5) Cottage Avenue at Lincoln Avenue;

(6) Cottage Avenue at Brigid Flanigan Drive (east side of intersection);

(7) Salter Drive entrance to N2 parking lot;

(8) Salter Drive at Lincoln Avenue (west intersection);

(9) A1 parking lot entrance roadway (north end of lot);

(10) A1 parking lot exit at East-West Road;

(11) pedestrian walkway at E6 parking lot (south);

(12) W3 circumference road as needed to assist in one-way traffic control;

(13) Street E intersection with Street D south of cemetery; and

(14) Administrative Drive at intersection with Street D.

(e) *One-way signs*:

- (1) Cottage Avenue (west to east from Street C);
- (2) original campus buildings driveway (entrance);
- (3) A1 parking lot (exit and enter);
- (4) Salter Drive (east end in, west end out);
- (5) S1 parking lot (enter and exit);
- (6) W3 circumference road at appropriate intervals;
- (7) Streets D and E at appropriate intervals; and
- (8) Administrative Drive at intersection with Street D.

(f) Road closed signs (11:00 p.m. to 5:00 a.m.):

- (1) Lincoln Avenue at entrance to Salter Drive.
- (2) Cottage Avenue at west campus border.

(g) No trucks over 10,000 pounds on any road except local delivery:

- (1) at each entrance to campus.

**Credits**

Sec. filed Dec. 29, 1972; repealed, new filed June 27, 1985; amds. filed: March 23, 1989; Oct. 3, 2002 eff. Oct. 23, 2002; amd. filed Sept. 28, 2011 eff. Oct. 19, 2011.

Current with amendments included in the New York State Register, Volume XLIII, Issue 32 dated August 11, 2021. Some sections may be more current, see credits for details.

N.Y. Comp. Codes R. & Regs. tit. 8, § 568.5, 8 NY ADC 568.5

Compilation of Codes, Rules and Regulations of the State of New York  
Title 8. Education Department  
Chapter V. State University of New York  
Subchapter C. Administration and Operation of State-Operated Institutions of State University of New York  
Article 3. Vehicular and Pedestrian Traffic and Parking  
Part 568. State University College at Purchase (Refs & Annos)

8 NYCRR 568.6

Section 568.6. Enforcement

Currentness

(a) University police officers are authorized to issue uniform traffic tickets and campus summonses to any vehicle found in violation of traffic and parking regulations. Other designated enforcement officers may issue campus summonses.

(b) Enforcement procedures for parking violations are as follows:

(1) A complaint regarding any violation of a campus rule pursuant to parking shall be in writing, reciting the time and place of the violation and the title, number or substance of the applicable rule.

(2) The complaint must be subscribed by the officer witnessing the violation and attached to the vehicle involved.

(3) The complaint shall indicate the amount assessable for the violation and advise that if the person charged does not dispute the complaint, the fine may be paid at the university police administrative office within 14 days.

(4) The complaint shall state that a hearing may be requested within a period of 14 days after service of the charges by appearing in person at the office of the chief of police.

(5) The complaint shall recite that should the alleged violator fail to appear at the time fixed for the hearing or should no hearing be requested within a period of 14 days, the complaint is proved and shall warrant such action as may then be appropriate.

(c) The president of the college or his designee shall designate a hearing officer or board, not to exceed three persons, to hear complaints for violation of campus traffic and parking regulations enforceable on campus. Such hearing officer or board shall not be bound by the rules of evidence directly relevant and material to the issues presented.

(d) At the conclusion of the hearing or not later than five days thereafter, such hearing officer or board shall file a report. A notice of the decision shall be promptly transmitted to the violator. The report shall include:

- (1) the name and address of the alleged violator;
- (2) the name, time and place when the complaint was issued;
- (3) the campus rule violated;
- (4) a concise statement of the facts established at the hearing;
- (5) the time and place of the hearing;
- (6) the names of all witnesses;
- (7) each adjournment stating upon whose application and to what time and place it was made; and
- (8) the decision valid, reduced or dismissed of the hearing board.

**Credits**

Sec. filed Dec. 29, 1972; repealed, new filed June 27, 1985; amds. filed: March 23, 1989; Oct. 3, 2002 eff. Oct. 23, 2002. Amended (a)-(c); amd. filed Sept. 28, 2011 eff. Oct. 19, 2011.

Current with amendments included in the New York State Register, Volume XLIII, Issue 32 dated August 11, 2021. Some sections may be more current, see credits for details.

N.Y. Comp. Codes R. & Regs. tit. 8, § 568.6, 8 NY ADC 568.6

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Article 3. Vehicular and Pedestrian Traffic and Parking  
Part 568. State University College at Purchase (Refs & Annos)

8 NYCRR 568.7

Section 568.7. Penalty

Currentness

(a) Each violation of the campus parking regulations will carry a fine as follows:

- (1) Parking on grass: \$50 for the first violation and \$75 for the subsequent violations.
- (2) Handicapped: \$150.
- (3) Fire lane: \$150.
- (4) No permit: \$25.
- (5) Parking in wrong lot with college permit: \$35.
- (6) N1/N2 no permit/wrong permit: \$35.
- (7) E4/E5 no permit/wrong permit: \$35.
- (8) W1/W2 parking lot any violation: \$25.

(b) Unpaid fines shall be deducted from the salary or wages of an offending officer or employee of the university. Before the end of each semester, all college employees having on their record unpaid traffic or parking fines accumulated during that semester or previous semesters will be notified by the business office of the total amount owed. They will be advised to pay the amount immediately or to appeal to the college traffic board if they feel the amount is unjustified. Within a two-week period after the traffic board has made its ruling (or within a four-week period after notification for those who do not appeal to the college traffic board), if the fine has not been paid the employee will be notified that the amount owed will be deducted from his or her salary. The business office will provide for the withholding of the amount owed from the employee's wage or salary.

(c) In the case of students, grade and transcripts shall be withheld until all fines are paid.

(d) All fines shall be paid by mail, online or in person at the parking and transportation office.

(e) Motor vehicle registration and campus parking privileges may be revoked for the balance of the academic year upon the finding that 10 or more parking violations have been incurred during an academic year.

(f) Penalties for violations of the Vehicle and Traffic Law shall be set by the respective traffic court to which offenders shall be summoned (Town of Harrison or Town of Rye), according to the geographical location of the campus where the offense occurred.

**Credits**

Sec. filed Dec. 29, 1972; repealed, new filed June 27, 1985; amsd. filed: March 23, 1989; Oct. 26, 1992; Oct. 3, 2002; Jan. 30, 2007 eff. Feb. 14, 2007. Amended (a); amd. filed Sept. 28, 2011 eff. Oct. 19, 2011.

Current with amendments included in the New York State Register, Volume XLIII, Issue 32 dated August 11, 2021. Some sections may be more current, see credits for details.

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8 NYCRR 568.8

Section 568.8. Validity of regulations

Currentness

If any section, subdivision, paragraph or subparagraph of the rules and regulations shall be adjudged invalid, such adjudication shall apply only to the section, subdivision, paragraph and subparagraph so adjudged, and the rest of these rules and regulations shall be and remain valid and effective.

**Credits**

Sec. filed Dec. 29, 1972; repealed, new filed June 27, 1985 eff. June 27, 1985.

Current with amendments included in the New York State Register, Volume XLIII, Issue 32 dated August 11, 2021. Some sections may be more current, see credits for details.

N.Y. Comp. Codes R. & Regs. tit. 8, § 568.8, 8 NY ADC 568.8

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8 NYCRR 568.9

Section 568.9. Effective date

Currentness

These rules and regulations, known and designated as Campus Traffic and Parking Rules and Regulations, SUNY College at Purchase, shall take effect immediately.

**Credits**

Sec. filed Dec. 29, 1972; repealed, filed June 27, 1985; new filed Oct. 3, 2002 eff. Oct. 23, 2002.

Current with amendments included in the New York State Register, Volume XLIII, Issue 32 dated August 11, 2021. Some sections may be more current, see credits for details.

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Part 568. State University College at Purchase (Refs & Annos)

8 NYCRR 568.10

Section 568.10. [Repealed]

Currentness

**Credits**

Sec. filed May 6, 1975; repealed, filed June 27, 1985 eff. June 27, 1985.

Current with amendments included in the New York State Register, Volume XLIII, Issue 32 dated August 11, 2021. Some sections may be more current, see credits for details.

N.Y. Comp. Codes R. & Regs. tit. 8, § 568.10, 8 NY ADC 568.10

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Facilities Management



# Purchase College SUNY

# Snow Response Plan

2020/2021

## PURCHASE COLLEGE – SNOW REMOVAL PLAN

**Introduction:**

1. **Mission Statement** – The SUNY Purchase College Facilities Management Department will provide a safe winter environment for students, faculty, staff and visitors on campus in an efficient and effective manner.
2. **Objective** - The Facilities Department staff is responsible for and performs the snow removal on campus. The objective of this policy is to make certain that the access roadways, parking lots and sidewalks are ready for vehicular and pedestrian flow.
3. **Overview** - The goal of the Facilities Department is to provide walkways, parking lots and roadways that are passable and reasonably safe for vehicular and pedestrian traffic as much of the time as possible within the limitations imposed by weather conditions and the availability of equipment, material and personnel. It is recognized that due to resource limitations and weather conditions, pavement surfaces will be snow covered and/or slippery some of the time. Those traveling on campus must exercise caution and navigate the campus appropriately in those situations.

Many of the situations faced by the Facilities Department are influenced by the time of day that the storm begins and ends, the day of the week and the time of the year. We are also mindful of the fact that residence hall occupancy, the Americans with Disabilities Act (ADA), class sessions, campus events, and general campus business will dictate a varying degree of response. A period of high level of activity, with classes in session and full residence hall occupancy, may dictate a different prioritization than would be required during periods of time when there are no classes scheduled and residence halls are lightly occupied.

Depending on the amount of snowfall, the Facilities Management Department shall work with the Parking Office and University Police department (UPD) to ask that cars be moved from certain locations in the parking lots in order to remove accumulated snow between parking spaces. When the need arises, your cooperation is expected and appreciated.

**Pre-Season Preparation**

Well in advance of the first winter storm, the plan is reviewed and discussed by the snow removal team, UPD, campus parking, and other involved representatives. During this pre-season preparation, special requests, expectations, contact information, current policy and procedures, as well as changes or modifications to the plan shall be addressed.

## PURCHASE COLLEGE – SNOW REMOVAL PLAN

**Equipment, Parts and Supplies**

The Facilities Management Department is responsible for inventorying all related snow equipment, parts and materials well ahead of the first predicted snowfall each year, usually in October. All equipment should be started, tested, tuned up, and checked for faulty parts and needed repairs. All equipment should be routinely tested prior to the first storm and throughout the entire snow season. Any essential backup and replacement inventory needed for snow equipment must be received by October 15<sup>th</sup>. These materials should be received and accounted for within the Facilities Department by the end of October, or well before the first potential snowfall. All purchase orders for snow-related equipment, materials, and supplies should be in place by October 15<sup>th</sup>, and should be closed at the end of the snow season. Items for purchase orders may include:

- Equipment parts and supplies (hydraulic fluid, batteries, etc.).
- Supplies (shovels, ice choppers, anti-icing, deicing, and snow melting supplies, hand spreaders)

**Snow Response Team and Personnel**

The Snow Response Team (SRT) consists of all positions listed below under *Staff and Campus Resources* as well as the staffs from the custodial and grounds departments. The need for additional supervision may be necessary during extended snowstorms. Additional supervisory resources will be utilized as deemed necessary by the Facilities Senior Director to facilitate snow removal operations. Training on proper techniques, equipment, expectations and ADA compliance will be done yearly and as new personnel are hired during winter weather season.

**Snow Response Team Roles and Responsibilities**

The following provides an outline of snow removal responsibilities. This may need to be refined on a yearly basis to address any needs, changes and requirements of the Purchase College.

**Senior Director of Facilities and Capital Planning**

- Communicates with campus administration to identify priorities.
- Ensures these priorities are communicated to the Snow Removal Team.
- Updates campus on progress and status of snow removal.
- Ensures proper resources are made available for winter weather management.
- Redistributes responsibilities when necessary.

**Associate Director of Facilities Management**

- Prepares/updates the Snow Removal Plan and the establishment of priorities.
- Approves the use of additional in-house labor and overtime.

## PURCHASE COLLEGE – SNOW REMOVAL PLAN

- Provides estimates to the College for third-party support during storms that exceed the scope of the staff and equipment on-site. Directs the effort of any third-party snow removal teams.
- Communicates and provides updates for the Senior Director of Facilities and Capital Planning.
- Maintains telephone listing of emergency numbers
- Serves as a member of the Snow Response Team as required.

**Assistant Director of Buildings, Grounds, and Maintenance**

- Inspects Campus at intervals during and after snowstorms to assess conditions.
- Communicates weather conditions directly to the Senior Director of Facilities and Capital Planning and Associate Director of Facilities Management and makes recommendations regarding snow clearing.
- Functions as snow removal operations leader during winter storm conditions.
- Participates in the preparation of the Campus Snow Response Plan.
- Manages the Snow Response Team. Schedule and supervises snow removal operations.
- Ensure regular roof inspections are conducted to determine the need for snow removal to prevent collapse.
- Ensures inventories of equipment, tools, and materials are adequate.
- If conditions exist, make arrangements for on-campus accommodations and meals for Snow Removal Team who remain on Campus.
- Identifies areas for priority snow clearing.
- Routinely checks roof edging to determine where potential snow slides may require sidewalk restrictions or temporary closing.
- Maintains weather surveillance to determine need for snow removal or de-icing after normal working hours.
- Ensure Snow Removal Team is wearing appropriate clothing for winter weather conditions.
- As weather conditions permit, ensures that stairs, access roads, parking lots, sidewalks, and entryways are kept as free as possible of snow, slush, and ice, which may cause hazardous footing conditions.

**Head Janitor**

- Participates in the preparation of the Campus Snow Response Plan.
- Leads custodial staff in snow removal operations.
- Inspects Campus at intervals during snowstorms to assess conditions.
- Ensure inventories of tools and materials are adequate for all custodial staff.
- As weather conditions permit, ensure stairs and entryways are kept free as free as possible of snow, slush, and ice, which may cause hazardous footing conditions.

**Head Grounds Supervisor**

## PURCHASE COLLEGE – SNOW REMOVAL PLAN

- Participates in the preparation of the Campus Snow Response Plan.
- Leads grounds staff in snow removal operations
- Inspects Campus at intervals during snowstorms to assess conditions.
- Ensures inventories of tools and materials are adequate for Grounds Department staff.
- As weather conditions permit, ensures that roads and other areas of responsibility are kept as free as possible of snow, slush, and ice, which may cause hazardous driving and footing conditions.

**Snow Removal Team (SRT)**

- Wear appropriate clothing and associated Personal Protective Equipment (PPE) for winter weather conditions.
- Ensure stairs, access roads, ADA access, parking lots, sidewalks, and entryways are kept as free as possible of snow, slush, and ice, which may cause hazardous footing conditions.

**University Police**

- Participates in the Campus Snow Removal Response Plan.
- Notifies SRT of hazardous conditions.
- Coordinates with Facilities Department on the activation of the Snow Removal Response Plan.
- Coordinates the towing of vehicles on an as needed basis

**Parking Office**

- In coordination with Facilities, Parking Office is responsible for educating the campus, no later than the first week of November, about protocol regarding parking lot closures and designated parking locations during snow emergencies.
- Notifies the campus community via e-mail and posting on the University website all timelines regarding parking locations and approximate times for car transfers.
- Contacts individuals who have not complied with the parking lot closures.

**Notifications and Snow Response Procedures****1. Mobilization:**

- **During Normal Working Hours** - Mobilization of the Snow Removal Team will be determined by the Associate Director of Facilities.
- **During Non-Working Hours** – Mobilization of the Snow Removal Team will be determined by the night shift University Police Officer on duty in conjunction with the Assistant Director Buildings and Grounds
- **The level of call-in required** - will be determined by the specific time and magnitude of winter conditions.

## PURCHASE COLLEGE – SNOW REMOVAL PLAN

1. Associate Director of Facilities Maintenance or Assistant Director of Buildings and Grounds will then contact assigned Snow Removal Team members.
  2. The Assistant Director of buildings and Grounds will meet with the Head Grounds Supervisor to assess the current conditions and initial response by the Snow Removal Team.
  3. The Assistant Director of Buildings and Grounds will continuously monitor the snow conditions, and re-assess the response of the Snow Removal Team and make necessary changes in the level of response.
- **Campus Notifications** – The Assistant Director of Buildings and Grounds will make the following notifications as soon as possible after mobilizing the Snow Removal Team.
    1. **University Police** – Will be notified via e-mail and/or phone.
    2. **Senior Director of Facilities and Capital Planning** – Will be notified via e-mail, text or call. Time of dispatch and staffing levels will be included.
    3. **Associate Director of Facilities** – Will be notified via email, text or call.
2. **Campus Coordination:** Designated representation from administration, faculty, University Police, and staff communicate and discuss weather forecasts, current conditions and campus class and event schedules. Communications begin once winter weather is forecasted and last through winter weather vent.
  3. **Snow Removal Priorities:** The Assistant Director of Buildings and Grounds will make an on-site decision regarding the assignment of personnel and equipment for snow removal. The Head Grounds Supervisor will assign specific equipment to routes and specific employees to equipment if weather conditions warrant such action. University Police will notify the Assistant Director Buildings and Grounds of any priorities.
  4. **Snow Removal Procedures:**
    - Clean-up operations after a storm shall involve clearing all roadway access, walks, entryways, and parking lots along with the de-icing of those surfaces.
      - Snow shall be pushed back from sides of access roads, walks and parking lots.
      - Stairs and entryways shall have all remaining snow removed.
      - Transitions from sidewalks to roads will be cleared of snow and ice (this includes curb lines)
      - Ice choppers and ice melt applications will then be employed on remaining ice.
      - Applications of ice control products will follow plowing, based on present weather conditions, or when freezing occurs, as determined by the Director of Facilities or Grounds Supervisor.

## PURCHASE COLLEGE – SNOW REMOVAL PLAN

- Steps, walkways and entryways shall be fully cleared with snow shovels, snow blowers and sidewalk plowing equipment.
- **Handicap parking and Accessibility:** During a snow event, accessible parking, paths, entrances, and access points must be kept as clear and accessible as weather permits. After the conclusion of a weather event, areas must be cleared fully to maintain proper widths and accessibility.
- **Parking lots** require the coordination and cooperation of the Parking Office, Facilities Management, University Police, Office of Community Engagement, Students, Faculty, Administration and others.
  - Prior to the winter season and during the winter months, snow emergency parking notices may be issued by the Parking Office that reviews regulations regarding parked cars and snow removal.
  - When plowing parking lots, snow should be piled so as not to block thoroughfares and sidewalk areas.
  - If snow has to be pushed over a curbed area, it should be piled so that it will not fall back into the lot and still be clear of any adjacent walks or handicap accessible areas. *Note: When pushing snow over a curb, the truck operator will stop the vehicle and lift the blade as the snow is being pushed, this will help reduce the possibility of damaging the curb and the plow cutting edge.*
  - Drivable lanes will be cleared first as to ensure safe passage of emergency vehicles
  - Open parking spaces will be cleared once the snowfall is complete.
  - We ask that cars are cleaned off by their owners as soon as possible after a snowfall and moved to an already cleared parking space.
  - If further instruction is needed, such as moving cars to an alternative parking lot, a campus notice will be sent out by the Parking Office.
    - Purchase College does not shovel out personal cars. If a shovel is needed, a student, faculty or staff member may bring their college ID to either the Parking Office or The More Store during working hours to borrow one. The ID will be returned when the shovel is returned.
- **Roads** are kept passable for emergency vehicles throughout a snow fall. Once the snow has stopped, the roads will be cleared to the curb line and ice melt applied as appropriate.
  - Depending on conditions, de-icing materials may be applied without plowing.

**5. Snow Removal Priorities:**

## PURCHASE COLLEGE – SNOW REMOVAL PLAN

- Keep emergency egress open - first priority during snow fall.
- Keep main access points cleared as best as possible.
- Clear accumulated snow from the immediate areas of each building's entrance and fire exits and continue to do so until rotating to the next building or the snowfall ceases.
- The snow is to be cleared from the building entrances in a manner so that the operators of the snow removal equipment can collect and deposit the snow in a safe manner, away from the entry, exits and adjacent walks. Snow is to be cleared within six feet of the bottom of the landing or stairwell.
- Sufficient quantities of deicing materials shall be spread in areas where ice and/or slippery conditions are present.
- Maintaining accessibility to/from handicap parking spaces, curb cuts and ADA compliant building entrances will be a priority.

#### 6. Safety Precautions and Safety Measures to be taken:

- Facilities staff, while conducting their duties and responsibilities, will observe and practice every available safety measure. It is extremely difficult for the operators to see pedestrians and vehicles while operating large equipment. Please allow as much distance as possible between yourself (or vehicle), and the moving equipment.
- The Facilities Department will make every reasonable effort to provide a safe environment and improve the situation.
- Do not block fire hydrants or storm drains with snow piles.
- Do not pile snow in parking/drive areas to obstruct visibility and see that ornamental trees and shrubs are not damaged by piling snow.
- **As a reminder to Campus Staff, Students, and Faculty:**
  1. Wear boots or shoes with grip soles during adverse weather conditions.
  2. Smooth leather or rubber soles are unsafe on ice and hard packed snow.
  3. Do not walk with your hands in your pockets; it reduces your balance.
  4. Take short or medium steps or shuffle your feet when these conditions are present.
  5. Do not step on uneven surfaces.
  6. Place your full attention on your safety while traveling on ice and compacted snow. Do not allow your attention to be divided.
  7. Your safety, and that of the entire Campus, is of the utmost importance and of the highest priority given by the personnel of the Facilities Department.
- Slip and Fall Reporting- University Police will complete an incident report in accordance with the NYSUP General Orders. When a slip/fall incident occurs the Senior Director of Facilities and Capital Planning (or a representative) is notified so that any causing site conditions can be addressed. All slip and falls must be reported to the University Police Department and Human Resources.

## PURCHASE COLLEGE – SNOW REMOVAL PLAN

**General Information**

- Vehicles that block snow removal routes will be referred to University Police/Parking Office and could be towed at the owner's expense.
- The Senior Director of Facilities and Capital Planning shall determine when snow equipment and personnel should be halted due to extreme weather conditions.

**24 Hour Pre-Storm Preparation**

In the effort to prepare for snowstorm activity prior to it beginning at Purchase College, the following tasks will be performed by the Facilities Management Department.

- Use the internet to view and download weather information from the following sites:
  - a. The National Weather Service [www.weather.gov](http://www.weather.gov)
  - b. NOAA [www.noaa.gov](http://www.noaa.gov)
- Weather reports will be communicated to necessary college staff.
- Equipment will be prepped for any impending storm to include, but not limited to:
  - c. Fueling all vehicles and equipment.
  - d. Installing plows and salt spreaders.
  - e. Installing snow removal implements on portable tractors.
  - f. Testing all equipment to ensure in good working order.
  - g. Staging plow trucks on the Campus so they are ready to deploy.

**Spring Clean Up**

In preparation for spring, the Grounds Department will complete the following snow removal related tasks at the close of the winter season as outlined below:

- Review snow removal operations and record successes and areas that need improvement in order to modify the Snow Response Plan and improve services.
- Evaluate performance of equipment and materials.
- Quantify equipment, material, and labor costs to help establish future budget needs.
- Sweep and remove, and/or power wash all winter de-icing materials from access roads, walkways and parking areas.
- Repair pot hole and curb damage.
- Check all gates, fences, and poles for damage and repair as needed.
- Check drains for any winter debris or materials.
- Check trees for winter damage and conduct maintenance as needed.
- Inspect lawns and re-plant any salt damaged areas as needed.
- Remove all snow stakes and markers.
- Clean and store all equipment not being used for remainder of season.
-

PURCHASE COLLEGE – SNOW REMOVAL PLAN

Purchase College - Post Snow Fall Campus Condition Check list

DATES(S) OF STORM: \_\_\_\_\_

DATE: \_\_\_\_\_ NAME \_\_\_\_\_

**Complete and confirm the following within 48 hours of a snow fall ending**

ADA accessible parking spaces are fully clear. ( G )

Pathways are cleared to a minimum of 48 inches wide or the full width of the path if less ( C )

Curb cuts are fully clear ( C )

Fire hydrants and stand pipes are accessible ( G )

Fire lanes are fully clear ( G )

Pedestrian crosswalks are fully clear ( G )

Check for and clear parking spaces that have been vacated since the snowfall ( G )

Snow at corners and intersections of both roads and pathways are pushed back as far as possible ( G )

Snow is piled in a way and location that limits refreeze on surfaces ( G )

ADA Accessible ramps are cleared fully ( C )

Access to wall mounted blue light phones are clear and at least 48 inches wide ( C )

**Provide copy of completed checklist to main office for filing**

G: Grounds

C: Custodial

<b>Purchase College Facilities and Capital Planning</b>			
<b>Section:</b>	Maintenance- Elevator	<b>Procedure Number:</b>	E-02
<b>Subject:</b>	Elevator	<b>Effective Date:</b>	January 2018
		<b>Revised Date:</b>	
<b>Facilities Officer:</b>	Associate Director of Facilities Management	<b>Reviewed Date:</b>	

### Standard Operating Procedure

This service is provided via NY State contract by Schindler Elevator (contractor) for the period of 11/15/2013 – 11/15/2018

#### Purpose

To ensure that all elevators are operating correctly to promote accessibility.

#### Procedure

1. Facilities office is to call elevator maintenance vendor upon notification of elevator issue.
2. Elevator maintenance vendor is to perform as per the following general scope of services in their contract:

The work of the Contractor shall include, but not be limited to, Elevator maintenance work as herein defined. The Contractor shall furnish and supply, but not be limited to, all labor, supervision, administration, tools, transportation, materials, and equipment necessary for the Elevator service contract. The work shall include examination and preventive maintenance, emergency call back service, repairs due to maintenance deficiency from testing and inspection preparation and forwarding reports. All work is to be performed in accordance with New York State Building Codes including all referenced standards but not limited to the ASME A17.1 Safety Code for Elevators and Escalators.

It is the responsibility of Purchase College to engage the services of an independent third party Qualified Elevator Inspector (QEI) to inspect and certify the Elevators and Escalators in accordance with ASME 17.2

The Contractor shall perform all periodic tests in accordance with Section 8.11 of the ASME A17.1 code. To include but not be limited to:

1. Annual Testing: The Contractor will perform the annual testing.
2. Annual Inspections: On an annual basis, the Contractor will participate and assist the QEI in visual inspections of all elevators and escalators.
3. Testing: The QEI will witness and certify tests to be performed by Contractor of all Elevators and Escalators:
  - a) No Load test: One (1) time per year.
  - b) Full Load test: One (1) time every five (5) years.

- c) Pressure Vessel test for Hydraulic Elevators: One (1) time every three (3) years.
4. QEI shall submit an originally signed copy of the Elevator/escalator certification to the Elevator/Escalator contact at the participating G27 campus.
5. Fire Service Tests: The Contractor shall perform the annual fire service tests in conjunction with the campus personnel and witnessed by the QEI.

#### Hours of Service

Normal preventive maintenance and repair work shall be performed during normal working hours (8:00 a.m. – 4:30 P.M.) and on regular working days established for the trade. Emergency call-back service consists of 24 hours a day, seven days a week including holidays.

#### Repair & Replacement of Parts

Provide all labor and material relative to repair or replacement of all elevators that are found to be deficient or not in compliance with the requirements of the specification, during maintenance,

#### Communications

Emergency telephones are to be tested monthly.

#### Response Time

1. Within one (1) hour after receipt of request for any stalled elevator containing trapped passengers or any elevator designated as being essential or critical. Types of emergencies requiring fast track response time:
    - Person(s) trapped in an elevator.
    - Elevator moving without car doors fully closed.
    - Elevator doors open on any floor without the elevator at that level.
    - Any elevator condition or situation that, if not corrected promptly, could lead to serious injury or damage to College equipment.
  2. Within the first two (2) regular hours of the next work day for non-emergency, routine service calls.
  3. Standby Mechanic: no longer than ten (10) minutes.
  4. Emergency Call-Back Service: shall not exceed two (2) hours from notification by the campus with the exception of an entrapment, essential or critical elevators, whereby the Contractor shall respond within one (1) hour from notification
- 
3. All reports of elevator service disruptions are to be called in to the contractor and logged by Purchase College via the work order system upon receiving them.
  4. Building manager or representative will be notified at time of disruption and subsequent restoration.



## **Purchase College**

STATE UNIVERSITY OF NEW YORK

### **Facilities Management**

735 Anderson Hill Road  
Purchase, NY 10577-1402  
tel 914.251.6920  
[www.purchase.edu/facilities](http://www.purchase.edu/facilities)

### Accessible Path Maintenance

As part of maintenance operations, Facilities Management will ensure that day-to-day operations keep the paths of travel open and usable for persons with disabilities throughout the year. This includes maintaining paths of travel through snow and debris removal as well as maintaining pedestrian traffic in work zones with only isolated or temporary interruptions in accessibility. Snow removal is outlined in more detail in the College's Snow Response Plan.

**PURCHASE COLLEGE**  
**Standard Operating Procedure- ADA**  
**BUILDINGS & GROUNDS**

**1. Procedures for Paths & Walkways**

ADA routes including but not limited to paths, crosswalks and ramps leading to accessible entrances of each building will be inspected on an annual basis. The period of inspection will occur during the early spring (March - April) preferably after the last snowfall event. Grounds Department personnel will inspect all handicapped parking lot areas and evaluate existing conditions and determine what repairs are required to insure a safe and accessible route. Grounds Department staff will also inspect parking areas and crosswalks to evaluate condition of markings and signage in designated parking spots and paths. Grounds Department staff will notify the Assistant Director of Buildings & Grounds of existing conditions that are in need of repair. Routine asphalt repairs and patching will be handled by in-house grounds personnel. Assistant Director of Buildings and Grounds will determine if any additional repairs can be done in-house or by outside contractors. Assistant Director will submit all purchase requisitions to the Associate Director for approval. All repairs will be documented in the campus work order system. Any work orders submitted by the campus community will be responded to the same day, or if submitted during non-business hours, the next day. Facilities Management staff is instructed to report any accessible route deficiencies throughout the year when observed.

Accessible Routes & Walkways		2018	
Route #	Location - Route	Condition	Status
1	W1 to Plaza Level	Good	Project completed Summer 2020
2	W2 to Plaza level via Music	Good	Project completed Fall 2020
3	Central 2 to Administration Bldg.	Good	Inspected Summer 2020
4	Visual Arts South to Plaza South Arcade	Good	Inspected Summer 2020
5	Humanities Lincoln Ave Entrance	Good	Project completed Fall 2020
6	Central 3 to CCS Health Services	Good	Project completed Summer 2020
7	Dance - Nat Sci Finger to Plaza North Arcade	Good	Pavers repaired Summer 2020
8	Nat Sci - Soc Sci Finger to Plaza North Arcade	Good	Pavers repaired Summer 2020
9	Central 4 - CCN Ramp - Path to Olde Dorms	Good	Inspected summer 2020
10	AV Parking to AV Dorms	Good	Inspected summer 2020
11	East 4 & 5 to AV Dorms	Good	Inspected summer 2020
12	East 6 to Gym Rear Entrance	Good	Inspected summer 2020
13	Gym Main Entrance south Ramp	Good	Project completed Summer 2020
14	Gym Main Entrance North Ramp	Good	Project completed Summer 2020
15	West 3 Parking to Commons Dorms	Good	Project completed Fall 2019

**II. Procedures for Accessible Building Entrances**

Accessible entrances will be inspected by the Structural Department on a semi-annual basis during the months of January and July. The structural staff will evaluate existing conditions of the entrances including but not limited to door frames, hardware, saddles and automatic door openers. Batteries and components of automatic door actuators will be inspected and replaced every six months or as needed. Batteries will be routinely replaced every six months to reduce the frequency of door failures due to failed batteries. Installation or replacement of major automatic door systems and components will be handled by outside contractor. The repairs will be coordinated by the Structural Supervisor. Any replacement of broken glass found during the annual inspections will be coordinated by the Structural Supervisor. All deficiencies found will be reported to the Assistant Director of Buildings & Grounds. New installations and repairs of automatic door openers requiring electrical work will be handled by the campus Electrical Department Supervisor. Work involving both the Structural and Electrical Departments will be coordinated by the Assistant Director of Buildings & Grounds. Assistant Director of Buildings and Grounds will determine if repairs can be done using College labor or by outside contractors. Assistant Director of Buildings and Grounds will submit all purchase requisitions to the Associate Director Facilities Management for approval. All repairs will be documented in the campus work order system. Any work orders submitted by the campus community will be responded to the same day, or if submitted during non-business hours, the next day. Facilities Management staff is instructed to report any accessible route deficiencies throughout the year when observed.

Building Entrances (Automatic Door Openers)			Summer 2020		Repair estimate	
Door	Location - Route	Operational Condition - June 2020	Date Batteries/Wires Changed	Doors		
1	PAC Underpass Entrance	Good	6/15/2020	1		
2	Music Lower Level	Good	6/15/2020	1		
3	Music Main Entrance	Good	6/15/2020	1		
5	Nat Sci Baement North Entrance	Good	6/15/2020	1		
6	Nat Sci Plaza Main Entrance	Good	6/15/2020	1		
7	Soc Sci Plaza main Entrance	Good	6/15/2020	1		
8	Library Plaza Main Entrance	Good	6/15/2020	1		
9	Bookstore Post Office -2	Good	6/15/2020	2		
10	Student Services Plaza Main Entrance - 3	Good	6/15/2020	3		
11	Student Services Great Lawn Entrance - 2	Good	6/15/2020	2		
12	Student Services 1st floor	Good	6/15/2020	1		
13	Student Services 2nd floor - 2	Good	6/15/2020	2		
14	Student Services 3rd floor - 2	Good	6/15/2020	2		
15	Humanities Plaza Main Entrance	Good	6/15/2020	1		
16	Humanities Lincoln Ave Entrance	Good	6/15/2020	1		
17	Humanities South Entrance	Good	6/15/2020	1		
18	Museum Plaza Main Entrance	Good	6/15/2020	1		
19	Visual Arts Plaza Main Entrance	Good	6/15/2020	1		
20	Visual Arts East Breezeway Entrance	Good	6/15/2020	1		
21	Visual Arts West Breezeway Entrance	Good	6/15/2020	1		
22	Visual Arts South Entrance	Good	6/15/2020	1		
23	Visual Arts NW Entrance	Good	6/15/2020	1		
24	CCN Plaza Main Entrance	Good	6/15/2020	1		
25	CCS Plaza Main Entrance	Good	6/15/2020	1		
26	Health Services Central 3 Entrance	Good	6/15/2020	1		
27	Health Services Interior Basement - 2	Good	6/15/2020	2		
28	Gym Main Entrance	Good	6/15/2020	1		
29	Gym Basement Entrance	Good	6/15/2020	1		
30	Big Haus Quad Entrances - 3	Good	6/15/2020	3		
31	Big Haus Central 3 Entrance A	Good	6/15/2020	1		
32	Big Haus Central 3 Entrance B	Good	6/15/2020	1		
33	Crossroads Quad Entrances - 2	Good	6/15/2020	2		
34	Farside Quad Entrance A	Good	6/15/2020	1		
35	Farside Quad Entrance B	Good	6/15/2020	1		
36	Fort Awesome Main Entrance	Good	6/15/2020	1		
37	Fort Awesome Rear Entrance	Good	6/15/2020	1		
38	Fort Awesome Classrooms Entrance	Good	6/15/2020	1		
39	Starbucks Central 1 Entrance	Good	6/15/2020	1		
				<b>Total</b>	<b>48</b>	

# Exhibit C

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

-----X  
WESTCHESTER INDEPENDENT LIVING CENTER,  
INC., a nonprofit organization; KAYLE HILL, an  
individual; and MICHAEL HELLMANN, an individual;  
on behalf of themselves and all others similarly situated,

16-cv-5949 (CS) (JCM)

Plaintiffs,

- against -

**STIPULATION AND ORDER  
OF DISMISSAL WITH  
PREJUDICE PURSUANT TO  
FEDERAL RULE OF CIVIL  
PROCEDURE 41(a)(2)**

STATE UNIVERSITY OF NEW YORK, PURCHASE  
COLLEGE; MILAGROS PEÑA, in her official capacity  
as President of Purchase College; and DR. MERRYL H.  
TISCH, in her official capacity as Chairman of the State  
University of New York Board of Trustees,

Defendants.

-----X  
**IT IS HEREBY STIPULATED AND AGREED,** by and between the  
undersigned counsel for the parties herein, that Plaintiffs' claims in the above-referenced  
action are dismissed, with prejudice, pursuant to Rule 41(a)(2) of the Federal Rules of Civil  
Procedure, subject only to the Court's retention of jurisdiction as set forth in paragraph 12 of  
the Stipulation and Settlement Agreement among the parties hereto.

Dated: New York, New York  
\_\_\_\_\_, 2021

**DISABILITY RIGHTS ADVOCATES**  
*Attorney for Plaintiffs and Class Counsel*

**LETITIA JAMES**  
Attorney General  
State of New York  
*Attorney for Defendants*

By: \_\_\_\_\_  
Rebecca Serbin  
655 Third Avenue, 14<sup>th</sup> Floor  
New York, New York 10017  
(212) 644-8644

By: \_\_\_\_\_  
Mark E. Klein  
28 Liberty Street  
New York, New York 10005  
(212) 416-8633

**SO ORDERED:**

\_\_\_\_\_  
Honorable Cathy Seibel

\_\_\_\_\_, 2021