

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

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Disabled in Action of Metropolitan New York, Inc., Marty Sesmer, Jean Ryan, Susan Parker, David Dopico, Sandra Cobb, Marilyn Saviola, Antoinette Williams, Mark Shaw-Lawrence, Daniel Robert, and Nadina Laspina, :  
 : Case No. 01 Civ. 4692 (WHP)  
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 Plaintiffs, : CONSENT DECREE  
 : AND SETTLEMENT AGREEMENT  
 :  
 - against - :  
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 Duane Reade, Inc., :  
 :  
 Defendant. :  
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This Consent Decree and Settlement Agreement is entered into as of \_\_\_\_\_, 2006 (the “Effective Date”) by and among DUANE READE, INC., (“Duane Reade”) a Delaware corporation having its offices at 440 Ninth Avenue, New York, New York, 10001 and DISABLED IN ACTION OF METROPOLITAN NEW YORK, INC., MARTY SESMER, SUSAN PARKER, JEAN RYAN, DAVID DOPICO, SANDRA COBB, MARILYN SAVIOLA, ANTOINETTE WILLIAMS, MARK SHAW-LAWRENCE, DANIEL ROBERT, and NADINA LASPINA (collectively, “the Plaintiffs”). Duane Reade and the Plaintiffs are referred to jointly as the “Parties.”

**WHEREAS**, Duane Reade owns and operates approximately two hundred and fifty (250) retail drugstores doing business on leased premises throughout, among other places, New York City; and

**WHEREAS**, Disabled in Action of Metropolitan New York, Inc. (“DIA”) is a not-for-profit, incorporated, membership organization based in New York City, whose members include people with a variety of disabilities as defined by Title III of the ADA, Section 504 of the Rehabilitation Act of 1973, and New York City Human Rights Law, including individuals with physical mobility impairments that substantially limit them in at least the major life activity of walking and that prevent the exercise of normal bodily functions and/or are demonstrable by medically accepted diagnostic techniques; and

**WHEREAS**, MARTY SESMER is a resident of New York City who requires a wheelchair to gain mobility and uses an electric wheelchair as his sole means of locomotion; and

**WHEREAS**, SUSAN PARKER is a resident of New York City who requires a wheelchair to gain mobility and uses a wheelchair as her primary means of locomotion; and

**WHEREAS**, JEAN RYAN is a resident of New York City who requires a wheelchair to gain mobility and uses a wheelchair as her primary means of locomotion; and

**WHEREAS**, DAVID DOPICO is a resident of New York City who requires a wheelchair to gain mobility and uses an electric wheelchair as his primary means of locomotion; and

**WHEREAS**, SANDRA COBB is a resident of New York City who uses a cane to gain mobility; and

**WHEREAS**, MARILYN SAVIOLA is a resident of New York City who uses a wheelchair to gain mobility and uses a wheelchair as her primary means of locomotion; and

**WHEREAS**, ANTOINETTE WILLIAMS is a resident of New York City who requires a wheelchair to gain mobility and uses an electric wheelchair as her primary means of locomotion; and

**WHEREAS**, MARK SHAW-LAWRENCE is a resident of New York City who requires a wheelchair to gain mobility and uses an electric wheelchair as his primary means of locomotion; and

**WHEREAS**, DANIEL ROBERT is a resident of New York City who requires a wheelchair to gain mobility and uses an electric wheelchair as his primary means of locomotion; and

**WHEREAS**, NADINA LASPINA is a resident of New York City who requires a wheelchair to gain mobility and uses a wheelchair as her primary means of locomotion; and

**WHEREAS**, on May 31, 2001, Plaintiffs filed a lawsuit against Duane Reade in the United States District Court for the Southern District of New York, Docket No. 01 Civ. 4692 (WHP), alleging that Duane Reade's stores and policies violate the Americans with Disabilities Act, Section 504 of the Rehabilitation Act, and the New York City Human Rights Law (the "Action"); and

**WHEREAS**, on July 18, 2001, Duane Reade filed an Answer denying any liability for any violation of Title III of the ADA, Section 504 of the Rehabilitation Act and the New York City Human Rights Law; and

**WHEREAS**, as a result of negotiations between the parties, the Parties have agreed to resolve several of the issues raised in the Action; and

**WHEREAS**, neither the negotiation nor the execution of this Consent Decree and Settlement Agreement by either party is an admission of liability on any issue.

**NOW, THEREFORE**, in consideration of the mutual covenants set forth herein, as well as good and valuable consideration, the Parties agree as follows:

The Parties agree that this Court has jurisdiction over the Parties and subject matter of these actions. The Parties agree that the controversy should be resolved without further proceedings, except as specified below regarding the “Stock” provision, and without an evidentiary hearing. Therefore, the Parties have consented to entry of this Consent Decree and Settlement Agreement, as indicated by the signatures appearing below.

It is therefore ORDERED, ADJUDGED AND DECREED:

JURISDICTION AND VENUE

This Court has jurisdiction over this action pursuant to 28 U.S.C. §§ 1331, 1343(3), 42 U.S.C. § 12188(a)(1), and 28 U.S.C. § 1367. Venue is proper in this District pursuant to 28 U.S.C. § 1391.

**1. DEFINITIONS**

For the purpose of this Consent Decree and Settlement Agreement, the following terms have the meanings ascribed as follows:

1.1 “Accessibility Laws” refer to the Americans with Disabilities Act of 1990, 42 U.S.C. § 12101 et seq. and the Title III implementing regulations, 28 C.F.R., Part 36, including Appendix A, the Standards for Accessible Design, Section 504 of the Rehabilitation Act and its implementing regulations, New York City Human Rights Law, New York City Admin. Code 8-107 et seq., and all regulations and guidelines pertaining to them. The parties acknowledge that to the extent the Accessibility Laws set forth different standards for accessibility based upon the dates of construction and/or alterations or modifications to any public accommodation, all such standards shall apply pursuant to the provisions of the Accessibility Laws.

1.2 “ADA” means the Americans with Disabilities Act of 1990, 42 U.S.C. § 12101 et seq. and the Title III implementing regulations, 28 C.F.R., Part 36, including Appendix A, the Standards for Accessible Design.

1.3 “ADASAD” means the Americans with Disabilities Act Standards for Accessible Design as approved by the United States Department of Justice and incorporated as Appendix A to 28 C.F.R. Part 3.

1.4 “The Court” means the United States District Court for the Southern District of New York.

1.5 “Disability Consultant” means a person who has three (3) or more years experience in implementing the ADASAD and/or other disability related accessibility guidelines and who is retained by a party to assist in the evaluation and litigation of this matter.

Notwithstanding any other provision to the contrary, the parties agree that John P.S. Salmen qualifies as a Disability Consultant.

1.6 “Display” means anything that presents merchandise that is available for sale to consumers that is not fixed to the floor or walls of a Duane Reade store, including, but not limited to, racks, stands, seasonal items, and boxes and cartons from which customers can select products for purchase.

1.7 “Duane Reade Survey” means the survey to be used by Duane Reade to survey the Non-Exemplar Stores.

1.8 “Exemplar Store” or “Exemplar Stores” refers to the Duane Reade stores identified in Section 4.

1.9 “New Store” or “New Stores” refers to Duane Reade stores which open in the five boroughs of New York City after the Effective Date of this Agreement.

1.10 “New York City Human Rights Law” means New York City Admin. Code 8-107 et seq.

1.11 “Non-Exemplar Store” or “Non-Exemplar Stores” refers to each Duane Reade store that is located within the five boroughs of New York City that is open on or after the Effective Date of this Agreement.

## **2. GENERAL ACCESSIBILITY COMPLIANCE**

2.1 The obligations set forth in this Section 2 shall apply to all Duane Reade Stores in the five boroughs of New York City, including the Exemplar Stores, Non-Exemplar Stores, and New Stores. Duane Reade’s timetable for implementing the obligations set forth in Section 2 are set forth in Sections 3 and 4; provided, however, that nothing in this sentence shall operate to terminate the obligations set forth in Section 2 once they attach.

## 2.2 SIGNS

2.2.1 Duane Reade agrees to (1) post and maintain a decal on the accessible entrance of all its stores indicating that it is an accessible entrance; and (2) post and maintain a sign on any inaccessible public use entrance of any of its stores directing customers to the location of an accessible entrance. The decals will be adhesively attached to the door in a manner similar to Duane Reade's "store-hours" signs. Text on all such decals on the doors shall be at least three (3) inches high if the sign is eighty (80) inches high or more from the floor of the Store or the same size as the text of the "store hour" signs, and include the international symbol of accessibility with the standard white on a blue background or blue on a white background.

2.2.2 Duane Reade also agrees to post and maintain internal signs that explain the availability of services to people with mobility impairments. These signs shall be posted and maintained in locations such as overhead or on vertical surfaces near entrances, where they will be readily visible to customers as they enter the stores, and near any and all areas that have limited access. Text on all internal signs shall meet the requirements of ADASAD.

## 2.3 ENTRANCES TO STORES

2.3.1 Duane Reade shall assess any and all entrances to its stores to determine (a) whether there are any impediments to access; and if so, (b) whether the removal of any and all impediments (such as stairs) is Readily Achievable; and (c) whether the removal of the impediments is required by 28 C.F.R. Part 36, Subpart D. If the criteria in (a) and (b) or (c) are met, Duane Reade will modify the entrance by constructing or modifying a ramp, installing a lift that can be customer operated, or taking other actions to reconstruct the entrance to make the entrance accessible. If the criteria in (a) and (b) or (c) are not met, or if Duane Reade is prohibited from altering the entrance to the store because of New York City rules or regulations, then Duane Reade will comply with Section 2.9 "NOTIFICATION SYSTEMS," and Section 2.2 "SIGNS," of this Consent Decree and Settlement Agreement.

2.3.2 To the extent New York City rules and regulations prohibit Duane Reade from altering the entrance to a store, Duane Reade agrees to notify the appropriate City Agencies promptly, in writing, of the problems with the entrance and request that it be permitted to modify the entrance, if the criteria of this Section are met. The Parties agree that Duane Reade is not required to commence litigation against New York City if it refuses permission to alter the entrance. Duane Reade will provide Plaintiffs with copies of such correspondence upon request.

## 2.4 SIDEWALKS AT ENTRANCES TO STORES

2.4.1 To the extent New York City is responsible for the maintenance and repair of the sidewalks outside of any Duane Reade store, Duane Reade agrees to notify, in writing, the appropriate New York City agencies, including, but not limited to, the Department of Transportation, and to identify any defect(s) to the sidewalks that impede access to the Duane Reade store and request that it be corrected. The Parties agree that Duane Reade is not required

to commence litigation against New York City if any such defect is not corrected by New York City, but will provide Plaintiffs with copies of all correspondence between New York City and Duane Reade.

2.4.2 To the extent the landlord of the building in which a Duane Reade store is located is responsible for the maintenance and repair of the sidewalks outside of a Duane Reade store, Duane Reade agrees to notify, in writing, the landlord and identify any defect(s) to the sidewalks that impede access to the Duane Reade store and request that it be corrected. The Parties agree that Duane Reade is not required to commence litigation against any landlord if any such defect is not corrected by the landlord, but will provide Plaintiffs with copies of all correspondence between any such landlords and Duane Reade upon request.

2.4.3 To the extent Duane Reade is responsible for the design and construction of sidewalks outside of any Duane Reade store, Duane Reade agrees to use reasonable efforts taking into account local building codes and regulations to ensure that (1) the slope of any such sidewalk is not more than 1:20 as a ratio of run to rise, with a maximum cross slope of 1:48 as a ratio of run to rise; and (2) such sidewalk has a firm, stable, and non-slip surface.

## 2.5 ENTRY/EXIT DOORS AND DOORWAYS

### 2.5.1 Push/Pull Pressure

2.5.1.1 Duane Reade agrees to check all interior and exterior doors and readjust the closers annually. Duane Reade agrees to maintain interior doors so that they do not require greater than a 5.0 lbs push/pull force. Duane Reade agrees to maintain exterior doors in accordance with the New York City Building Code for all stores within New York City limits. Until the expiration date of the Settlement Agreement as set forth in Section 10.8, Duane Reade agrees to maintain maintenance records for all repairs required under this Section.

2.5.1.2 Where push/pull pressure on doors is not in compliance with this Section, and to the extent Duane Reade is responsible for the maintenance and repair of such doors, Duane Reade agrees to take one or more of the following steps, as appropriate to the particular store to achieve compliance with Accessibility Laws: (1) replace door closers as needed to meet door pressure requirements; (2) install automatic doors with controls; (3) replace and/or repair metal thresholds; (4) repair the door; or (5) implement other alternatives to provide access. Duane Reade agrees that it will make a good faith effort to find a physical solution to correct any doors not in compliance with this Section. In the event that physical modification is not required under the provisions of the Accessibility Laws, Duane Reade will post signage directing customers to an accessible entrance.

2.5.1.3 Where push/pull pressure on doors is not in compliance with this Section, and to the extent Duane Reade is not responsible for the maintenance and repair of such doors, Duane Reade agrees to: (1) write to the party who is responsible for the maintenance and repair of such doors asking them to adjust the door pressure to comply with this Section; and (2) where appropriate, notify the landlord to allow use of and/or modification to alternate accessible

entrances. The Parties agree that Duane Reade is not required to commence litigation against any landlord in connection with this Section.

## 2.5.2 Door Maneuvering Space Requirements

2.5.2.1 Duane Reade agrees that the door maneuvering clearances of its doors and doorways shall comply with Figure 25 of ADASAD. To the extent such clearances do not comply, Duane Reade shall correct such clearances by removing doors and/or changing the swing of the door. Duane Reade agrees to remove or relocate items placed near such doors to provide at least a thirty-six (36) inch wide pathway, or at least a thirty-two (32) inch wide pathway if the length of the narrowed portion of the pathway is no more than twenty-four (24) inches, or to implement other alterations as necessary to comply with ADASAD.

2.5.2.2 Duane Reade shall correct any and all conditions with respect to the accessibility of entrance door vestibules that are not in compliance with ADASAD. As appropriate to the particular circumstance, Duane Reade shall use one of the following methods: (1) remove the internal door; (2) lengthen the vestibule so that the minimum space between two doors is at least forty-eight (48) inches plus the width of any door swinging into the space between any two doors; (3) remove the dividing wall between the "in" and "out" vestibules so as to provide adequate space for a wheelchair to maneuver; (4) alter the angle or location of the entrance doors; (5) install automatic doors; (6) insure that there is clear floor space for a wheelchair free of the swing of the door being used; or (7) otherwise reconstruct the entrance to make it accessible pursuant to the ADASAD.

2.5.2.3 Duane Reade will check entrance doors annually to ensure compliance with this Section. Duane Reade will promptly inspect any entrance doors in response to any customer complaint.

## 2.6 PILLARS AND SHELVING

2.6.1 The parties agree that customers who use wheelchairs may not be able to reach shelved merchandise that is more than twenty-four (24) inches from an accessible aisle (i.e., an aisle that is at least thirty-six (36) inches wide or at least thirty-two (32) inches wide for a distance of not more than twenty-four (24) inches that leads to an accessible store entry).

2.6.2 In stores where pillars and/or shelving may interfere with accessibility, Duane Reade will explore means by which it can provide physical access to those areas. Duane Reade shall make the modifications and/or alterations necessary pursuant to the Accessibility Laws to provide physical access. In the event that physical access is not required pursuant to the Accessibility Laws, then the Parties agree that it is acceptable for Duane Reade to post signage compliant with Section 2.2 "SIGNS" indicating that alternate sales service is available.

2.6.3 To the extent that an aisle has a pillar that narrows an aisle to thirty-two (32) inches wide for distances more than twenty-four (24) inches, such narrowed aisle will be treated like a Dead End if it meets the terms and conditions specified in Section 2.7 "DEAD END AISLES."

## 2.7 DEAD END AISLES

2.7.1 For all aisles in Duane Reade stores that are twenty (20) feet long or more and for which there is only one way to enter and exit ("Dead End Aisles"), Duane Reade will provide in such aisles a space to make a 180-degree turn in a clear space with a sixty (60) inch diameter or T-turn, as described in Section 4.2.3 of ADASAD. Duane Reade agrees that in all aisles that are Dead End Aisles, Duane Reade will not place any stock or displays that would narrow these aisles to less than thirty-six (36) inches wide or less than thirty-two inches wide for a distance of not less than twenty-four inches long. The parties acknowledge that such restriction does not prevent Duane Reade from restricting Dead End Aisles when stock is being packed out from the box to the shelf. Aisles blocked by stock or displays will not be considered dead ends for purposes of this provision.

## 2.8 ELEVATORS

2.8.1 To the extent any New Store has multiple floors open to the public and one or more of the floors is not accessible by means of any elevator, lift, or ramp, to the extent it is structurally possible, Duane Reade agrees to install an elevator, ramp or lift that complies with the Accessibility Laws in order to provide access to those levels.

## 2.9 NOTIFICATION SYSTEMS

2.9.1 For each of its stores where stairs or escalators lead to a store's pharmacy and no elevator access is provided ("multi-floor stores"), and installation of an elevator, lift, or other device to ensure access to that level of the store is not required under the Accessibility Laws, Duane Reade agrees to install a direct telephone on the entrance level near the stairwell that leads to the pharmacy to permit customers to speak with and, if necessary, summon a pharmacist or other pharmacy personnel. The direct telephone shall be positioned to allow the customer to carry out a private conversation with the pharmacist or other pharmacy personnel.

2.9.2 For Duane Reade stores that have an accessible entrance that is locked and/or not open during hours in which a store is open for business, Duane Reade agrees to install the Big Bell communication system to permit customers to alert Duane Reade personnel in the store that a customer requires the accessible entrance to be unlocked and/or opened. A sign shall be posted near the Duane Reade employee station or stations that receive the customer request with instructions to assist the customer in entering the store through an accessible entrance.

2.9.3 The Parties agree to evaluate the effectiveness of the Big Bell communication system twelve months after the Effective Date of this Consent Decree and Settlement Agreement. Within three months after the Effective Date of this Consent Decree and Settlement Agreement, Duane Reade will provide the Plaintiffs with a list of all stores at which the primary entrance is inaccessible and the accessible entrance is locked. Duane Reade agrees that the Plaintiffs may make unscheduled tests by going to these stores, using the Big Bell, and recording the response time. The Parties will then meet within thirty days of the conclusion of the first twelve month period to confer on the effectiveness of the Big Bell communication system and to evaluate alternatives, taking into account Plaintiffs' findings regarding response

times, the availability of alternative two-way communications systems that meet accessibility specifications, and the cost and technical feasibility of any such alternative systems.

2.9.4 Duane Reade agrees it will use its best efforts to enable access to its stores through existing alternative accessible doors, and will provide notice as provided in section 2.2 “SIGNS.”

2.9.5 Duane Reade will designate the employees responsible in each store for fulfilling Duane Reade's obligations set forth in this Section.

## 2.10 COUNTERS

2.10.1 For its current stores, Duane Reade agrees to have at least one check out station at customer service counters that is no more than thirty-six (36) inches high, with a one (1) inch tolerance (the “Accessible Counter”). The Parties also agree that the Accessible Counter shall be the first check out station to open and the last check out station to close in each store. Duane Reade agrees to place signs with the international symbol of accessibility near the Accessible Counter.

2.10.2 Duane Reade also agrees to install credit and debit card swipe machines at the Accessible Counter that have cables to enable such swipe machines to be moved at least two feet out from the outside edge of the consumer side of the customer service counter and at least one foot down from such edge, or otherwise in a manner to permit customers who use wheelchairs to be able to use the credit and debit card swipe machines from their lap or for those that are mounted at the outside edge of the counter, within an accessible reach range according to Sections 4.2.5 or 4.2.6 of ADASAD.

2.10.3 Racks below Accessible Counters, as defined in 2.10.1, including candy and gum racks, shall not protrude beyond the edge of the Accessible Counter, except that where appropriate, items will be removed from the top shelf so that the shelf can be used as an Accessible Counter.

2.10.4 Duane Reade agrees that for all stores opened after the Effective Date of this Consent Decree and Settlement Agreement, all customer service counters in such stores shall be no more than thirty-six (36) inches high, with a tolerance of one half (1/2) inch.

## 2.11 DROP BOXES

2.11.1. Duane Reade agrees to move obstructions or relocate any Drop Boxes in its stores to provide an accessible pathway that is at least thirty-six (36) inches wide or at least thirty-two (32) inches wide for a distance of no more than twenty-four (24) inches from an accessible entry to the Drop Box. If there is more than one Drop Box in the store, only one Drop Box needs to be accessible and Duane Reade will provide signage at any inaccessible drop boxes indicating the location of the accessible Drop Box.

## 2.12 AUTOMATED TELLER MACHINES

2.12.1 Duane Reade agrees to remove obstructions to or relocate at least one Automated Teller Machine (“ATM”) in its stores to provide at least a thirty-six (36) inch wide pathway, or at least a thirty-two (32) inch wide pathway if the length of the narrowed portion of the pathway is no more than twenty-four (24) inches wide from an accessible entry to at least one ATM. Duane Reade will provide signage indicating the accessible ATM. Nothing in this Section or this Agreement requires Duane Reade to install or maintain any ATM in any of its stores.

## 2.13 FIRE SAFETY/ASSISTANCE RESCUE AREA

2.13.1 Duane Reade will comply with the Accessibility Laws in all stores.

## 2.14 STAIRS

2.14.1 For each Duane Reade store that has a stairway and does not have an elevator, lift or ramp, the handrail extensions on the staircase shall extend at least twelve (12) inches beyond the top riser and at least twelve 12 inches plus the width of one tread beyond the bottom riser where such extension does not create a hazard to customers. At the top of any such stairway, Duane Reade agrees that the extension of the handrail will be parallel with the floor or ground surface. At the bottom of any such stairway, Duane Reade agrees that the handrail shall continue to slope for a distance of the width of one tread from the bottom riser of such stairway, but that the remainder of the extension of the handrail shall be horizontal.

2.14.2 In each Duane Reade store with a stairway that does not have an elevator, ramp or lift, Duane Reade will install handrails on both sides of each stairway.

2.14.3 Duane Reade agrees to use its best efforts to make the nosing of the stairways in Duane Reade stores that do not have an elevator, ramp or lift, compliant with Section 4.9.3 of ADASAD.

2.14.4 Duane Reade agrees to remove all Displays from all stair runs in its stores that do not have an elevator, ramp or lift, subject to compliance with applicable fire code regulations. Intermediate landings may contain Displays, so long as they maintain an accessible route of passage.

2.14.5 Duane Reade also agrees to make each step of each stairway have a maximum rise of seven (7) inches in New Stores in compliance with the Accessibility Laws.

## 2.15 RAMPS

2.15.1 Duane Reade agrees that for each Duane Reade store that has a ramp, it will install handrails on both sides of each ramp that comply with Section 4.8.5 of ADASAD.

2.15.2 In each Duane Reade store that has a ramp that is located outside of the store, Duane Reade will install edge protection to such ramp that is between two (2) inches and four (4) inches above the ramp surface if there is a drop-off within twelve (12) inches of the

inward surface of the handrail. Such edge protection may take the form of curbs, walls, railings, or projecting surfaces that prevent people from falling, slipping or rolling off the ramp.

## 2.16 EMERGENCY EXIT DOORS

2.16.1 Duane Reade agrees to remove any obstructions to emergency exit doors on accessible levels in Duane Reade stores to ensure that all routes to any emergency exit are at least thirty-six (36) inches wide, or at least thirty-two (32) inches wide if the length of such route is less than twenty-four (24) inches and ensure that the doors are otherwise compliant with the Accessibility Laws.

2.16.2 Duane Reade agrees to install emergency exit signs centered sixty (60) inches from the floor at each emergency exit door.

## 2.17 DISPLAYS

2.17.1 Duane Reade agrees to place and maintain the location of displays so that they will not narrow aisles to less than thirty-six (36) inches in width, measured at the narrowest point of passage between the display and the opposite side of the aisle.

## 2.18 STOCK

2.18.1 The Parties' obligations with respect to stock are described in the Court's Order of October 28, 2005.

## 3. EXEMPLAR STORES

3.1 Duane Reade agrees that its obligations set forth in Section 2 of this Consent Decree and Settlement Agreement as to the Exemplar Stores will be completed within six (6) months of the Effective Date of this Consent Decree and Settlement Agreement. Duane Reade shall promptly submit written confirmation to the Plaintiffs that such obligations have been completed.

3.2 Duane Reade agrees to make the following specific modifications within each of the Exemplar Stores, listed below.

Store	Description	Actions Agreed to by Duane Reade (DR)*
All		Install decal signs at entry doors identifying and providing directions to accessible entrances. DR will also provide interior signs indicating availability of service assistance.
103 300 Park Avenue	a. The cross slope of the sidewalk of the landing in front of the entrance is too steep.	Write a letter to the city and landlord to address the severe cracks and 17.6% slope in front of the entrance of the store.

Store	Description	Actions Agreed to by Duane Reade (DR)*
	b. The amount of pressure required to open the door exceeds the maximum.	Provide directional signage to the accessible entrance: Right arrow & ISA. Negotiate with the landlord to allow use of and modification to the freight entrance at 47 East 22nd Street, and if not successful, install an automatic door operator with appropriate controls, intercom and surveillance systems.
	d. Movable objects in the store restrict access to goods or services.	DR will train management staff to maintain aisles that are 36"w (32" @ a point obstruction that is no longer than 24") throughout the store.
	e. Overhead clearances all below the minimum allowable height.	DR will train management staff to maintain 80"h head room in all aisles throughout the store.
	f. The counter heights exceed the maximum allowable height.	Duane Reade agrees to have at least one check out station at customer service counters that is no more than thirty-six (36) inches high, with a one (1) inch tolerance and that it will be the first to open and the last to close. Credit and debit card swipe machines will have cables to enable such swipe machines to be moved at least two feet out from the outside edge of the consumer side of the customer service counter and at least one foot down from such edge, or otherwise in a manner to permit customers who use wheelchairs to be able to use the credit and debit card swipe machines from their lap or for those that are mounted at the outside edge of the counter, within an accessible reach range according to Sections 4.2.5 or 4.2.6 of ADASAD. Duane Reade agrees to remove any obstructions in front of its Accessible Counter, including candy and gum racks, that protrude more than ten (10) inches beyond the edge of such Accessible Counter, except that where the top shelf is used as an Accessible Counter, racks below, including candy and gum racks, shall not protrude beyond the edge of such Accessible Counter.
	g. The ATM is inoperable without vision.	Write a letter to inform ATM vendor of their responsibility to provide accessible equipment.
115 51 West 51st Street	a. There are gratings with openings greater than 1/2 inch wide.	Write a letter to the city and landlord to address the gratings that have openings greater than ½ inch.
	b. The amount of pressure required to open the door exceeds the maximum.	Write a letter to the landlord asking them to adjust the door pressure.
	c. The depth of the pull side maneuvering area is below the minimum.	Relocate EAS.
	d. Movable objects in the store restrict access to goods or services.	DR will train management staff to maintain aisles that are 36"w (32" @ a point obstruction that is no longer than 24") throughout the store.
	e. Objects in the retail area are protruding more than 4" into aisles at heights above 27".	DR will train management staff to maintain 80"h head room in all aisles throughout the store.
	f. Overhead clearances (beams, displays and signs) fall below the minimum allowable height.	Install a warning sign to alert of low hanging obstruction.

Store	Description	Actions Agreed to by Duane Reade (DR)*
	h. There is no portion of the counter that is 36" or less and the depth of the obstructions from the leading edge exceeds maximum allowable depth.	Duane Reade agrees to have at least one check out station at customer service counters that is no more than thirty-six (36) inches high, with a one (1) inch tolerance and that it will be the first to open and the last to close. Credit and debit card swipe machines will have cables to enable such swipe machines to be moved at least two feet out from the outside edge of the consumer side of the customer service counter and at least one foot down from such edge, or otherwise in a manner to permit customers who use wheelchairs to be able to use the credit and debit card swipe machines from their lap or for those that are mounted at the outside edge of the counter, within an accessible reach range according to Sections 4.2.5 or 4.2.6 of ADASAD. Duane Reade agrees to remove any obstructions in front of its Accessible Counter, including candy and gum racks, that protrude more than ten (10) inches beyond the edge of such Accessible Counter, except that where the top shelf is used as an Accessible Counter, racks below, including candy and gum racks, shall not protrude beyond the edge of such Accessible Counter.
	j. The height of the alarm pull exceeds maximum.	Relocate the fire alarm pull station or install a pull station extender.
	k. The diameter of the gripping surface exceeds maximum.	Replace with compliant handrails.
	l. The length of the handrail extension beyond the front edge of the top riser is below the minimum.	Provide handrail extensions on both sides at top of stairs if safe design can be achieved.
119 525 7th Avenue	a. The narrowest clear width of the doorway opening is below the minimum.	Repair binding door to comply.
	b. The amount of pressure required to open the door exceeds the maximum.	Adjust the existing closers to the required minimum or the least amount of pressure possible (whichever is greater) and annually check and readjust the closer if necessary.
	c. The distance between the arc of the door and the face of the next door is below the minimum.	Remove interior vestibule panel between in and out paths (photo #172).
	d. Not all aisles are along accessible routes.	If physically possible, install lift between ground/entry level and the mezzanine level. Install customer assistance notification system for Pharmacy at bottom of stairs and at the escalator.
	e. Aisles in this store are either less than 36" wide for longer than 24" or less than 32".	Replace the purse bins, which are 14"d, on the north side of aisle 4A, east of lipstick display with narrower shelves to reduce the purse bins by 4". Move the cosmetic gondola immediately opposite of the south end 1/2" over to provide 36" on both sides.
	f. Movable objects in the store restrict access to goods or services.	DR will train management staff to maintain aisles that are 36"w (32" @ a point obstruction that is no longer than 24") throughout the store.
	g. Objects in the retail area are protruding more than 4" into aisles at heights above 27".	DR will train management staff to maintain 80"h head room in all aisles throughout the store.

Store	Description	Actions Agreed to by Duane Reade (DR)*
	h. The heights of the lowest portions of the counters exceed the maximum allowable height and the height to which a swiped card must be raised for it to be read exceeds maximum.	Duane Reade agrees to have at least one check out station at customer service counters that is no more than thirty-six (36) inches high, with a one (1) inch tolerance and that it will be the first to open and the last to close. Credit and debit card swipe machines will have cables to enable such swipe machines to be moved at least two feet out from the outside edge of the consumer side of the customer service counter and at least one foot down from such edge, or otherwise in a manner to permit customers who use wheelchairs to be able to use the credit and debit card swipe machines from their lap or for those that are mounted at the outside edge of the counter, within an accessible reach range according to Sections 4.2.5 or 4.2.6 of ADASAD. Duane Reade agrees to remove any obstructions in front of its Accessible Counter, including candy and gum racks, that protrude more than ten (10) inches beyond the edge of such Accessible Counter, except that where the top shelf is used as an Accessible Counter, racks below, including candy and gum racks, shall not protrude beyond the edge of such Accessible Counter.
	j. There is no accessible route between the store entry and the drop box.	Adjust the existing closer to the required minimum or the least amount of pressure possible (whichever is greater) and annually check and readjust the closer if necessary.
	k. There is no accessible route between the store entry and the ATM. The entry door is inaccessible because it sticks when half open.	Adjust the existing closer to the required minimum or the least amount of pressure possible (whichever is greater) and annually check and readjust the closer if necessary.  Remove interior vestibule panel between in and out paths.
	l. The ATM is inoperable without vision.	Write a letter to inform ATM vendor of their responsibility to provide accessible equipment.
	m. All public levels connected by stairs are not connected by a ramp or elevator.	Investigate installation of a lift between ground/entry level and the mezzanine level.
	n. The undersides of the nosings are not angled.	Install nosing bevellers to provide a 60° angle so as not to catch the toe of a shoe that is dragged up the face of the riser.
	o. The clearance between the handrail and wall/obstruction is below the minimum.	Modify where the handrails pass through the corner of the floor, (photo 288). Either the floor should be cut back so that the required handrail clearance is provided or additional handrails should be mounted on the inside of the existing handrails if this does not reduce the existing clear width to less than code. The clear width of the stairs is presently 42 1/2"w.
	p. The length of the handrail extension beyond the front edge of the top riser is below the minimum.	Provide handrail extensions on both sides at top and bottom of stairs if safe design can be achieved.
	r. The height of the centerline of the sign is below the minimum.	Provide high contrast tactile (raised characters and Braille) exit signage at 5'h on the wall at the strike side of the door.
124 1633 Broadway	a. The sidewalk has severe cracks.	Write a letter to the city and landlord to address the 2" gap in front of store.

Store	Description	Actions Agreed to by Duane Reade (DR)*
	b. The narrowest clear width of the doorway opening is below the minimum.	<u>Exterior Entry Door:</u> Install swing clear hinges to provide 32" of clear opening. Fix broken threshold.
	c. Aisles in this store are either less than 33" wide for longer than 24" or less than 32".	Remove wall shelves, both sides under aisles 6 and under 7, to provide necessary clear floor width. Replace display shelves at bays at 30, 31 and 32 with 4"d shelving (Photo 14).
	d. Movable objects in the store restrict access to goods or services.	DR will train management staff to maintain aisles that are 36"w (32" @ a point obstruction that is no longer than 24") throughout the store.
	e. Display in the retail area is protruding more than 4" into an aisle at a height above 27".	DR will train management staff to maintain 80"h head room in all aisles throughout the store.
	f. Overhead clearance is below the minimum.	DR will train management staff to maintain 80"h head room in all aisles throughout the store
	g. There is no portion of the counter that is 36" or less and the depth of obstructions exceed maximum.	Duane Reade agrees to have at least one check out station at customer service counters that is no more than thirty-six (36) inches high, with a one (1) inch tolerance and that it will be the first to open and the last to close. Credit and debit card swipe machines will have cables to enable such swipe machines to be moved at least two feet out from the outside edge of the consumer side of the customer service counter and at least one foot down from such edge, or otherwise in a manner to permit customers who use wheelchairs to be able to use the credit and debit card swipe machines from their lap or for those that are mounted at the outside edge of the counter, within an accessible reach range according to Sections 4.2.5 or 4.2.6 of ADASAD. Duane Reade agrees to remove any obstructions in front of its Accessible Counter, including candy and gum racks, that protrude more than ten (10) inches beyond the edge of such Accessible Counter, except that where the top shelf is used as an Accessible Counter, racks below, including candy and gum racks, shall not protrude beyond the edge of such Accessible Counter.
127 49 East 52nd Street	a. The amount of pressure required to open the door exceeds the maximum.	Adjust the existing closer to the required minimum or the least amount of pressure possible (whichever is greater) and annually check and readjust the closer if necessary.
	b. Aisles in this store are either less than 36" wide or longer than 24" or less than 32".	DR will train management staff to maintain aisles that are 36"w (32" @ a point obstruction that is no longer than 24") throughout the store.
	c. Movable objects in the store restrict access to goods or services.	DR will train management staff to maintain aisles that are 36"w (32" @ a point obstruction that is no longer than 24") throughout the store.
	d. Overhead clearance below the minimum.	DR will train management staff to maintain 80"h head room in all aisles throughout the store.
	e. There is no accessible route, as is required, between the store entry and the pharmacy and photo counters.	Provide doorbell intercom system alternative for access to Pharmacy and Film counters.

Store	Description	Actions Agreed to by Duane Reade (DR)*
	f. The counter height exceeds the maximum allowable height.	Duane Reade agrees to have at least one check out station at customer service counters that is no more than thirty-six (36) inches high, with a one (1) inch tolerance and that it will be the first to open and the last to close. Credit and debit card swipe machines will have cables to enable such swipe machines to be moved at least two feet out from the outside edge of the consumer side of the customer service counter and at least one foot down from such edge, or otherwise in a manner to permit customers who use wheelchairs to be able to use the credit and debit card swipe machines from their lap or for those that are mounted at the outside edge of the counter, within an accessible reach range according to Sections 4.2.5 or 4.2.6 of ADASAD. Duane Reade agrees to remove any obstructions in front of its Accessible Counter, including candy and gum racks, that protrude more than ten (10) inches beyond the edge of such Accessible Counter, except that where the top shelf is used as an Accessible Counter, racks below, including candy and gum racks, shall not protrude beyond the edge of such Accessible Counter.
	g. Obstructions to counters exceeds maximum.	Modify display shelves in front of counter to facilitate access to an accessible writing surface.
	h. There is no accessible route between the store entry and the drop box.	Relocate Film Drop Kiosk to entry floor level.
	i. The depth of the clear floor area is below the minimum because of depth.	Relocate Film Drop Kiosk to entry floor level.
	j. The undersides of the nosings are not angled.	Install nosing bevellers to provide a 60° angle so as not to catch the toe of a shoe that is dragged up the face of the riser.
	k. The length of the handrail extension beyond the front edge of the top riser is below the minimum.	Provide handrail extensions on both sides at top and bottom of stairs if a safe design can feasibly be achieved.
	l. The narrowest clear width of the doorway opening (below a height of 34" when a single leaf of the door is open at 90 degrees) does not meet the minimum width required.	Remove items to provide 32"w minimum clearance through doorway.
	m. The height of the centerline of the sign is below the minimum.	Provide high contrast tactile (raised characters and Braille) exit signage at 5'h on the wall at the strike side of the door.
	n. The depth of the push side maneuvering area is below the minimum.	If level becomes accessible, ensure the second means of accessible egress is required. Remove closer, or latch or relocate shelving that is within 12" of the strike jamb.
	o. The ATM is inoperable without vision.	Write a letter to inform ATM vendor of their responsibility to provide accessible equipment.
129 55 East 55th Street	a. The clear floor area is below the minimum.	Remove/relocate boxes so that there is 30" x 48" clear floor space in front of the ATM machine.

Store	Description	Actions Agreed to by Duane Reade (DR)*
	b. The amount of pressure required to open the door exceeds the maximum.	Adjust the existing closer on door 1 and 2 to the required minimum or the least amount of pressure possible (whichever is greater) and annually check and readjust the closer if necessary.
	c. The distance between the arc of the door and the face of the next door below the minimum.	Remove dividing panel in the interior of the vestibule.
	d. Aisles in this store are either less than 36" wide for longer than 24" or less than 32".	DR will train management staff to maintain aisles that are 36"w (32" @ a point obstruction that is no longer than 24") throughout the store.
	e. Movable objects in the store restrict access to goods or services.	DR will train management staff to maintain aisles that are 36"w (32" @ a point obstruction that is no longer than 24") throughout the store.
	f. There is no accessible route, as is required, between the store entry and the counter.	Provide doorbell & intercom system for access to Pharmacy and Film counters.
	g. The counter height exceeds the maximum allowable height and the depth of obstructions at the counter exceed the maximum.	Duane Reade agrees to have at least one check out station at customer service counters that is no more than thirty-six (36) inches high, with a one (1) inch tolerance and that it will be the first to open and the last to close. Credit and debit card swipe machines will have cables to enable such swipe machines to be moved at least two feet out from the outside edge of the consumer side of the customer service counter and at least one foot down from such edge, or otherwise in a manner to permit customers who use wheelchairs to be able to use the credit and debit card swipe machines from their lap or for those that are mounted at the outside edge of the counter, within an accessible reach range according to Sections 4.2.5 or 4.2.6 of ADASAD. Duane Reade agrees to remove any obstructions in front of its Accessible Counter, including candy and gum racks, that protrude more than ten (10) inches beyond the edge of such Accessible Counter, except that where the top shelf is used as an Accessible Counter, racks below, including candy and gum racks, shall not protrude beyond the edge of such Accessible Counter.
	h. The undersides of the nosings are not angled.	Install nosing bevellers to provide a 60° angle so as not to catch the toe of a shoe that is dragged up the face of the riser.
	i. Handrails are inaccessible.	Train personnel to maintain clear path of travel at handrails.
135 505 8th Avenue	a. The amount of pressure required to open the door exceeds the maximum.	Adjust the existing closer to the required minimum or the least amount of pressure possible (whichever is greater) and annually check and readjust the closer if necessary.
	b. Not all aisles are along accessible routes.	Provide a 30'-0" ramp along slope of aisle A. Ramp shall be width of the aisle and have a max slope of 1:20.
	c. Movable objects in the store restrict access to goods or services.	DR will train management staff to maintain aisles that are 36"w (32" @ a point obstruction that is no longer than 24") throughout the store.
	d. Overhead clearances fall below the minimum allowable height.	DR will train management staff to maintain 80"h head room in all aisles throughout the store.

Store	Description	Actions Agreed to by Duane Reade (DR)*
	e. There is no accessible route, as is required between the store entry and the counter.	Provide doorbell & intercom system for access to Pharmacy and Film counters.
	f. The counter heights exceeds the maximum allowable height and the depth of obstructions at the counter exceed maximum.	Duane Reade agrees to have at least one check out station at customer service counters that is no more than thirty-six (36) inches high, with a one (1) inch tolerance and that it will be the first to open and the last to close. Credit and debit card swipe machines will have cables to enable such swipe machines to be moved at least two feet out from the outside edge of the consumer side of the customer service counter and at least one foot down from such edge, or otherwise in a manner to permit customers who use wheelchairs to be able to use the credit and debit card swipe machines from their lap or for those that are mounted at the outside edge of the counter, within an accessible reach range according to Sections 4.2.5 or 4.2.6 of ADASAD. Duane Reade agrees to remove any obstructions in front of its Accessible Counter, including candy and gum racks, that protrude more than ten (10) inches beyond the edge of such Accessible Counter, except that where the top shelf is used as an Accessible Counter, racks below, including candy and gum racks, shall not protrude beyond the edge of such Accessible Counter.
	g. The clear floor area is below the minimum.	Remove/relocate merchandise so that there is 30" x 48" clear floor space in front of the ATM machine.
	h. The ATM is operable without vision.	Write a letter to inform ATM vendor of their responsibility to provide accessible equipment.
	i. The length of the handrail extension beyond the front edge of the bottom riser is below the minimum.	Provide handrail extensions on both sides at bottom of stairs. Remove end caps on Gondolas at the top and bottom of stairs to give room for handrail extensions. Replace handrails along both sides of the stair along the wall. (Photo 182-183).
140 405 Lexington Avenue	a. The door hardware is not operable with a closed fist.	Install directional signage as follows: <u>42nd St Entrance:</u> Left and Up arrow & ISA
	b. The height of the threshold exceeds the maximum.	Replace or modify the threshold to provide a maximum abrupt vertical level change of 1/4" and/or a maximum rise of 1/2" with a slope of 1:2 maximum.
	c. Not all aisles are along accessible routes.	DR will train management staff to maintain aisle that are 36"w (32" @ a point obstruction that is no longer than 24") throughout the store.
	d. Aisles in this store are either less than 36" wide for longer than 24" or less than 32".	1. Relocate gondola between columns "L" and "K" 6" towards "K" and the gondola between "J" and "K" 5" towards "K" to eliminate column restrictions. 2. Relocate gondola between aisle B and C 5" north. Accessible routes are provided via alternative paths to both sides of obstruction. Service assistance is available.
	e. Columns in the aisles restrict passage.	1. Relocate gondola between columns "L" and "K" 6" towards "K" and the gondola between "J" and "K" 5" towards "K" to eliminate column restrictions. 2. Relocate gondola between aisle B and C 5" north. Accessible routes are provided via alternative paths to both sides of obstruction. Service assistance is available.

Store	Description	Actions Agreed to by Duane Reade (DR)*
	f. There is no accessible route, as is required, between the store entry and the pharmacy counter.	Install customer assistance notification system for the pharmacy at bottom of stairs and rear escalator.
	g. The counter height exceeds the maximum allowable height and the depth of obstructions exceeds maximum.	Duane Reade agrees to have at least one check out station at customer service counters that is no more than thirty-six (36) inches high, with a one (1) inch tolerance and that it will be the first to open and the last to close. Credit and debit card swipe machines will have cables to enable such swipe machines to be moved at least two feet out from the outside edge of the consumer side of the customer service counter and at least one foot down from such edge, or otherwise in a manner to permit customers who use wheelchairs to be able to use the credit and debit card swipe machines from their lap or for those that are mounted at the outside edge of the counter, within an accessible reach range according to Sections 4.2.5 or 4.2.6 of ADASAD. Duane Reade agrees to remove any obstructions in front of its Accessible Counter, including candy and gum racks, that protrude more than ten (10) inches beyond the edge of such Accessible Counter, except that where the top shelf is used as an Accessible Counter, racks below, including candy and gum racks, shall not protrude beyond the edge of such Accessible Counter.
	h. The clear floor area is below the minimum.	Relocate obstructing display near Photo Counter and maintain 30" x 48" clear floor in front of Photo Counter.
	i. Height from floor to swiped card is too high.	Modify credit card reader(s) (ccr) to provide a fixed ccr within accessible reach ranges or a ccr that can be relocated to a seated customer's lap, or see line 176.
	j. The ATM is inoperable without vision.	Write a letter to inform ATM vendor of their responsibility to provide accessible equipment.
	k. The narrowest clear width of the doorway opening (below a height of 34" when a single leaf of the door is open at 90 degrees) does not meet the minimum width required.	Ensure that both doors will release at all times, or replace doors with un-equal leafs.
	l. The exit sign is not compliant.	Provide high contrast tactile (raised characters and Braille) exit signage at 5'h on the wall at the strike side of the door.
146 2465 Broadway	a. The amount of pressure required to open the door exceeds the maximum.	Adjust the existing closer to the required minimum or the least amount of pressure possible (whichever is greater) and annually check and readjust the closer if necessary.
	b. Aisles in this store are either less than 36" wide or longer than 24" or less than 32".	DR will train management staff to maintain aisles that are 36"w (32" @ a point obstruction that is no longer than 24") throughout the store Replace with narrow shelves if possible. Or relocate gondola between aisles E & F 5" to north.
	c. Objects in the retail area are protruding more than 4" into aisles at heights above 27".	DR will train management staff to maintain 80"h head room in all aisles throughout the store.
	d. Overhead clearances fall below the minimum allowable height.	DR will train management staff to maintain 10"h head room in all aisles throughout the store.

Store	Description	Actions Agreed to by Duane Reade (DR)*
	e. The counter height is above the maximum allowable height.	Duane Reade agrees to have at least one check out station at customer service counters that is no more than thirty-six (36) inches high, with a one (1) inch tolerance and that it will be the first to open and the last to close. Credit and debit card swipe machines will have cables to enable such swipe machines to be moved at least two feet out from the outside edge of the consumer side of the customer service counter and at least one foot down from such edge, or otherwise in a manner to permit customers who use wheelchairs to be able to use the credit and debit card swipe machines from their lap or for those that are mounted at the outside edge of the counter, within an accessible reach range according to Sections 4.2.5 or 4.2.6 of ADASAD. Duane Reade agrees to remove any obstructions in front of its Accessible Counter, including candy and gum racks, that protrude more than ten (10) inches beyond the edge of such Accessible Counter, except that where the top shelf is used as an Accessible Counter, racks below, including candy and gum racks, shall not protrude beyond the edge of such Accessible Counter.
	f. The height of the centerline of the sign exceeds the maximum.	Provide high contrast tactile (raised characters and Braille) exit signage at 5'h on the wall at the strike side of the door.
	g. There are no raised tactile letters.	Provide high contrast tactile (raised characters and Braille) exit signage at 5'h on the wall at the strike side of the door.
	h. The width of the push side strike maneuvering area is below the minimum.	Relocate merchandise and equipment to provide necessary maneuvering space or remove closer.
	i. The height of the ATM exceeds the maximum allowable height.	Adjust the equipment if possible.
	j. The ATM is inoperable without vision.	Write a letter to inform ATM vendor of their responsibility to provide accessible equipment.
152 666 3rd Avenue	a. Aisles in this store are either less than 36" wide for longer than 24" or less than 32".	1. Relocate the gondola in Aisle F, 6" north.
	b. Movable objects in the store restrict access to goods or services.	DR will train management staff to maintain aisles that are 36"w (32" @ a point of obstruction that is no longer than 24") throughout the store.
	c. There is no accessible route, as is required, between the store entry and the Pharmacy and Film counters.	Provide doorbell & intercom system for access to Pharmacy and Film counters.

Store	Description	Actions Agreed to by Duane Reade (DR)*
	d. The counter height exceeds the maximum allowable height and the depth of obstructions at the counter exceed the maximum.	Duane Reade agrees to have at least one check out station at customer service counters that is no more than thirty-six (36) inches high, with a one (1) inch tolerance and that it will be the first to open and the last to close. Credit and debit card swipe machines will have cables to enable such swipe machines to be moved at least two feet out from the outside edge of the consumer side of the customer service counter and at least one foot down from such edge, or otherwise in a manner to permit customers who use wheelchairs to be able to use the credit and debit card swipe machines from their lap or for those that are mounted at the outside edge of the counter, within an accessible reach range according to Sections 4.2.5 or 4.2.6 of ADASAD. Duane Reade agrees to remove any obstructions in front of its Accessible Counter, including candy and gum racks, that protrude more than ten (10) inches beyond the edge of such Accessible Counter, except that where the top shelf is used as an Accessible Counter, racks below, including candy and gum racks, shall not protrude beyond the edge of such Accessible Counter.
	e. The clear floor area is below the minimum.	Relocate ATM or obstructing merchandise displays and maintain 30" x 48" clear floor in front of ATM.
	f. The ATM is inoperable without vision.	Write a letter to inform ATM vendor of their responsibility to provide accessible equipment.
	g. The cross slope of the sidewalk is too steep.	Write a letter to the city and landlord to address the 6.60% slope in front of the entrances to the store.
	h. The closing time of the door from 70 degrees open to 3 inches from closed is below the minimum.	Adjust the existing closers to the required minimum or the least amount of pressure possible (whichever is greater) and annually check and readjust the closer if necessary.
154 44 Court Street	a. There is no route without steps to an entry.	Negotiate with landlord to provide access through Joralemon Street exit door, with necessary intercom and surveillance systems.
	b. The cross slope of the sidewalk is too steep.	Write a letter to the city and landlord to address the 3.4% slope in front of the store.
	c. The amount of pressure required to open the door exceeds the maximum.	Replace/Repair metal threshold and write a letter to the Landlord requesting correction to and use of the existing Joralemon accessible entrance.
	d. The narrowest clear width of the doorway opening is below the minimum.	Remove displayed merchandise that is hanging on the wall behind entrance/exit door and maintain required clear entry width.
	e. The overall height of the threshold exceeds the maximum.	Replace/Repair metal threshold to ensure overall height of the threshold does not exceed the maximum.
	f. Aisles in this store are either less than 36" wide or longer than 24" or less than 32".	1. Relocate gondola between aisle 8 & aisle 9 2" towards aisle 9. 2. Relocate gondola between the dead end area and the entry door towards the entry door 6" to provide 5' turning radius.
	g. Movable objects in the store restrict access to goods or services.	DR will train management staff to maintain aisles that are 36"w (32" @ a point obstruction that is no longer than 24") throughout the store.

Store	Description	Actions Agreed to by Duane Reade (DR)*
	h. Objects in the retail area are protruding more than 4" into aisles at heights above 27".	DR will train management staff to maintain 80"h head room in all aisles throughout the store.
	i. Overhead clearances all below the minimum allowable height.	DR will train management staff to maintain 80"h head room in all aisles throughout the store.
	j. The counter height exceeds the maximum allowable height.	Duane Reade agrees to have at least one check out station at customer service counters that is no more than thirty-six (36) inches high, with a one (1) inch tolerance and that it will be the first to open and the last to close. Credit and debit card swipe machines will have cables to enable such swipe machines to be moved at least two feet out from the outside edge of the consumer side of the customer service counter and at least one foot down from such edge, or otherwise in a manner to permit customers who use wheelchairs to be able to use the credit and debit card swipe machines from their lap or for those that are mounted at the outside edge of the counter, within an accessible reach range according to Sections 4.2.5 or 4.2.6 of ADASAD. Duane Reade agrees to remove any obstructions in front of its Accessible Counter, including candy and gum racks, that protrude more than ten (10) inches beyond the edge of such Accessible Counter, except that where the top shelf is used as an Accessible Counter, racks below, including candy and gum racks, shall not protrude beyond the edge of such Accessible Counter.
	k. The ATM is inoperable without vision.	Write a letter to inform ATM vendor of their responsibility to provide accessible equipment.
	l. All public levels connected by stairs are not connected by a ramp or elevator.	Write a letter to the Landlord requesting correction to and use of the existing Joralemon accessible entrance.
	m. Emergency exit door locked and bolted.	Ensure emergency exit door meets all Building and Fire codes.
	n. The height of the centerline of the sign is below the minimum.	Provide high contrast tactile (raised characters and Braille) exit signage centered at 5'h on the wall at the strike side of the door.
	o. The door opening hardware is not operable with a closed fist, and therefore exceeds maximum.	Replace knob handle with lever handle to meet requirements.
156 2307 Broadway	a. The EAS causes the entry/exit area to be too narrow and to not meet the minimum width required.	Relocate baskets.  Adjust the existing closers on the exterior doors to the required minimum or the least amount of pressure possible (whichever is greater) and annually check and readjust the closer if necessary.

Store	Description	Actions Agreed to by Duane Reade (DR)*
	b. Aisles in this store are either less than 36" wide (or longer than 24" or less than 32".	<p>1. Relocate gondola to the north to allow 32" of clearance past the 2 columns that are in aisle between gondolas "B" and "A".</p> <p>2. Relocate gondola between aisle D and E to provide adequate clearance if an accessible path of travel is provided to this level.</p> <p>3. Provide adequate clear floor width if accessible path of travel is provided to this level.</p> <p>4. Relocate moveable displays to provide 36" clearance.</p>
	c. Movable objects in the store restrict access to goods or services.	DR will train management staff to maintain aisles that are 36"w (32" @ a point obstruction that is no longer than 24") throughout the store.
	d. Objects in the retail area are protruding more than 4" into aisles at heights above 27".	<p>Provide signage at the end of the aisles A and B indicating obstacles, product categories and availability of store staff assistance. Paint horizontal stripes on the leading edges of the beam. Provide a soft detectable hanging sign at the obstacle.</p> <p>DR will train management staff to maintain 80"h head room in all aisles throughout the store.</p>
	e. Columns restrict access.	Provide adequate clear floor width in Aisle D when accessible path of travel is provided to this level.
	f. There is no accessible route, as is required, between the store entry and the Pharmacy and Film counters.	Provide doorbell & intercom system for access to Pharmacy and Film counters.
	g. The counter height exceeds the maximum allowable height and the counter depth exceeds the maximum allowable depth.	Duane Reade agrees to have at least one check out station at customer service counters that is no more than thirty-six (36) inches high, with a one (1) inch tolerance and that it will be the first to open and the last to close. Credit and debit card swipe machines will have cables to enable such swipe machines to be moved at least two feet out from the outside edge of the consumer side of the customer service counter and at least one foot down from such edge, or otherwise in a manner to permit customers who use wheelchairs to be able to use the credit and debit card swipe machines from their lap or for those that are mounted at the outside edge of the counter, within an accessible reach range according to Sections 4.2.5 or 4.2.6 of ADASAD. Duane Reade agrees to remove any obstructions in front of its Accessible Counter, including candy and gum racks, that protrude more than ten (10) inches beyond the edge of such Accessible Counter, except that where the top shelf is used as an Accessible Counter, racks below, including candy and gum racks, shall not protrude beyond the edge of such Accessible Counter.
	h. The clear floor area is below the minimum.	Relocate obstructing merchandise displays to provide 30" x 48" clear floor space.
	i. The ATM is inoperable without vision.	Write a letter to inform ATM vendor of their responsibility to provide accessible equipment
	j. The height of the centerline of the sign is below the minimum.	Relocate exit signs to centered 5'h on the wall at the strike side of the door.

Store	Description	Actions Agreed to by Duane Reade (DR)*
	k. The undersides of the nosings are not angled.	Install nosing bevellers to provide a 60° angle so as not to catch the toe of a shoe that is dragged up the face of the riser.
	l. The length of the handrail extension beyond the front edge of the bottom riser is below the minimum.	Provide handrails with extensions on the right side (coming down) at bottom of stairs if safe design can be achieved.
160 741 West 23rd Street	a. The cross slope of the sidewalk is too steep.	Write a letter to the city and landlord to address the 3.9% slope in the cross walk in front of the store.
	b. The amount of pressure required to open the door exceeds the maximum.	Adjust the existing closer to the required minimum or the least amount of pressure possible (whichever is greater) and annually check and readjust the closer if necessary.
	c. Aisles in this store are either less than 36" wide for longer than 24" or less than 32".	Relocate gondola 7" to provide necessary clearance between the columns in aisle "D" and the gondola.
	d. Movable objects in the store restrict access to goods or services.	DR will train management staff to maintain aisles that are 36"w (32" @ a point obstruction that is no longer than 24") throughout the store.
	e. Objects in the retail area are protruding more than 4" into aisles at heights above 27".	DR will train management staff to maintain 80"h head room in all aisles throughout the store.
	f. Dead-end width is below the minimum.	Relocate gondola between aisles "C" and "O" 7" to the east to provide necessary clearance between the columns in aisle "O" and the gondola.
	g. There is no accessible route, as is required, between the store entry and the Pharmacy and Film counters.	Provide doorbell & intercom system for access to Pharmacy and Film counters.
	h. The counter height exceeds the maximum allowable height and the depth of obstructions at the counter exceeds the maximum.	Duane Reade agrees to have at least one check out station at customer service counters that is no more than thirty-six (36) inches high, with a one (1) inch tolerance and that it will be the first to open and the last to close. Credit and debit card swipe machines will have cables to enable such swipe machines to be moved at least two feet out from the outside edge of the consumer side of the customer service counter and at least one foot down from such edge, or otherwise in a manner to permit customers who use wheelchairs to be able to use the credit and debit card swipe machines from their lap or for those that are mounted at the outside edge of the counter, within an accessible reach range according to Sections 4.2.5 or 4.2.6 of ADASAD. Duane Reade agrees to remove any obstructions in front of its Accessible Counter, including candy and gum racks, that protrude more than ten (10) inches beyond the edge of such Accessible Counter, except that where the top shelf is used as an Accessible Counter, racks below, including candy and gum racks, shall not protrude beyond the edge of such Accessible Counter.
	i. The depth of the clear floor area is below the minimum.	Relocate film drop kiosk or merchandise displays to provide 30" X 48" accessible clear floor space in front of film drop kiosk.
	j. The ATM is inoperable without vision.	Write a letter to inform ATM vendor of their responsibility to provide accessible equipment.

Store	Description	Actions Agreed to by Duane Reade (DR)*
164 251 East 86 <sup>th</sup> Street	a. The depth of the push side maneuvering area is below the minimum.	Adjust the existing closers to the required minimum or the least amount of pressure possible (whichever is greater) and annually check and readjust the closer if necessary.
	b. Aisles in this store are either less than 36" wide for longer than 24" or less than 32".	DR will train management staff to maintain aisles that are 36"w (32" @ a point obstruction that is no longer than 24") throughout the store.
	c. Overhead clearances fall below the minimum allowable height.	In the basement, aisle C has a duct that is 76.25" high. Provide deeper shelves in the or relocate display shelves underneath it to within 4" of the edge of the duct.
	d. The counter height exceeds the maximum allowable height.	Duane Reade agrees to have at least one check out station at customer service counters that is no more than thirty-six (36) inches high, with a one (1) inch tolerance and that it will be the first to open and the last to close. Credit and debit card swipe machines will have cables to enable such swipe machines to be moved at least two feet out from the outside edge of the consumer side of the customer service counter and at least one foot down from such edge, or otherwise in a manner to permit customers who use wheelchairs to be able to use the credit and debit card swipe machines from their lap or for those that are mounted at the outside edge of the counter, within an accessible reach range according to Sections 4.2.5 or 4.2.6 of ADASAD. Duane Reade agrees to remove any obstructions in front of its Accessible Counter, including candy and gum racks, that protrude more than ten (10) inches beyond the edge of such Accessible Counter, except that where the top shelf is used as an Accessible Counter, racks below, including candy and gum racks, shall not protrude beyond the edge of such Accessible Counter.
	e. There is no accessible route between the store entry and the film drop box.	Relocate film drop kiosk to entry floor level.
	f. The length of the handrail extension beyond the front edge of the bottom riser is below the minimum.	Provide handrail extensions on both sides at bottom of stair.
	g. The width of the push side strike maneuvering area is below the minimum.	Remove obstructing merchandise.
169 155 East 34 <sup>th</sup> Street	a. The width of the pull side strike maneuvering area is below the minimum.	Install sign "Ring bell to Exit" Provide signage: <u>34<sup>th</sup> St:</u> Left arrow & ISA <u>3<sup>rd</sup> Ave:</u> Left and Up & ISA Adjust the existing closer to the required minimum or the least amount of pressure possible (whichever is greater) and annually check and readjust the closer if necessary.

Store	Description	Actions Agreed to by Duane Reade (DR)*
	b. Aisles in this store are either less than 36" wide for longer than 24" or less than 32".	1. Move gondola between both front and back aisles C and D 12" to the east.  3. Remove 2 base panels on the wall display under the Revlon merchandise across from the column to provide 32" of clear width for a distance of 25" as it passes the column.
	c. Movable objects in the store restrict access to goods or services.	DR will train management staff to maintain aisles that are 36"w (32" @ a point obstruction that is no longer than 24") throughout the store.
	d. Objects in the retail area are protruding more than 4" into aisles at heights above 27".	DR will train management staff to maintain 80"h head room in all aisles throughout the store.
	e. Overhead clearances fall below the minimum allowable height.	DR will train management staff to maintain 80"h head room in all aisles throughout the store.
	f. There is not an accessible route between the store entry and the Pharmacy and Film counters.	Provide service alternative for access to Pharmacy and Film counters
	g. The counter height exceeds the maximum allowable height and the depth of obstructions at the counter exceeds the maximum.	Duane Reade agrees to have at least one check out station at customer service counters that is no more than thirty-six (36) inches high, with a one (1) inch tolerance and that it will be the first to open and the last to close. Credit and debit card swipe machines will have cables to enable such swipe machines to be moved at least two feet out from the outside edge of the consumer side of the customer service counter and at least one foot down from such edge, or otherwise in a manner to permit customers who use wheelchairs to be able to use the credit and debit card swipe machines from their lap or for those that are mounted at the outside edge of the counter, within an accessible reach range according to Sections 4.2.5 or 4.2.6 of ADASAD. Duane Reade agrees to remove any obstructions in front of its Accessible Counter, including candy and gum racks, that protrude more than ten (10) inches beyond the edge of such Accessible Counter, except that where the top shelf is used as an Accessible Counter, racks below, including candy and gum racks, shall not protrude beyond the edge of such Accessible Counter.
	h. The ATM is inoperable without vision.	Write a letter to inform ATM vendor of their responsibility to provide accessible equipment.
	i. Height of push plate exceeds maximum.	Lower existing door Detex Bar to be 48"h maximum for front approach.
	j. The depth of the push side maneuvering area is below the minimum.	Relocate merchandise and equipment to provide 12"w x 48"d at push side strike.
179 5711 Myrtle Avenue, Queens	a. The cross slope of the sidewalk is too steep.	Write a letter to the city and landlord to address the 2.40% cross slope in the sidewalk in the front of the store entrance.

Store	Description	Actions Agreed to by Duane Reade (DR)*
	b. The amount of pressure required to open the door exceeds the maximum.	Adjust the existing closer to the required minimum or the least amount of pressure possible (whichever is greater) and annually check and readjust the closer if necessary.
	c. Aisles in this store are either less than 36" wide or longer than 24" or less than 32".	Relocate gondolas and displays to provide 36" w minimum accessible paths of travel (32" w minimum permitted if less than 24" d) in aisles F and H. Relocate gondola between aisle G & F 13" into aisle G.
	d. Movable objects in the store restrict access to goods or services.	DR will train management staff to maintain aisles that are 36" w (32" @ a point obstruction that is no longer than 24") throughout the store.
	e. Objects in the retail area are protruding more than 4" into aisles at heights above 27".	DR will train management staff to maintain 80" h head room in all aisles throughout the store.
	f. The counter height exceeds the maximum allowable height.	Duane Reade agrees to have at least one check out station at customer service counters that is no more than thirty-six (36) inches high, with a one (1) inch tolerance and that it will be the first to open and the last to close. Credit and debit card swipe machines will have cables to enable such swipe machines to be moved at least two feet out from the outside edge of the consumer side of the customer service counter and at least one foot down from such edge, or otherwise in a manner to permit customers who use wheelchairs to be able to use the credit and debit card swipe machines from their lap or for those that are mounted at the outside edge of the counter, within an accessible reach range according to Sections 4.2.5 or 4.2.6 of ADASAD. Duane Reade agrees to remove any obstructions in front of its Accessible Counter, including candy and gum racks, that protrude more than ten (10) inches beyond the edge of such Accessible Counter, except that where the top shelf is used as an Accessible Counter, racks below, including candy and gum racks, shall not protrude beyond the edge of such Accessible Counter.
	g. The clear floor area is below the minimum.	Relocate film drop kiosk or merchandise displays to provide 30" x 48" accessible clear floor space in front of film drop kiosk that has a slope less than or equal to 1:20.
	h. The ATM is inoperable without vision.	Write a letter to inform ATM vendor of their responsibility to provide accessible equipment.
221 773 Lexington Avenue	a. The cross slope of the sidewalk is too steep.	Write a letter to the city and landlord to address the severe cracks and the 5.8% cross slope near the entrance of the store.
	b. The amount of pressure required to open the door exceeds the maximum.	Adjust the existing closer to the required minimum or the least amount of pressure possible (whichever is greater) and annually check and readjust the closer if necessary. Switch the incorrectly positioned pull.

Store	Description	Actions Agreed to by Duane Reade (DR)*
	c. Aisles in this store are either less than 36" wide for longer than 24" or less than 32".	<p>Move gondola between aisle 11 &amp; 12 into aisle 11 by 2" to allow 36" clear width.</p> <p>Relocate <i>Apt 5</i> brand endcap between aisles 7 &amp; 8 to provide clearance on both sides.</p> <p>Angle gondola between aisle 7 &amp; 8 4" south at the east end of the aisle away from the column where the aisle is too narrow. At the west end, it should remain where it is. The Apartment 5 end cap should be relocated to someplace else in the store to eliminate the restriction. Modification will provide 32" min clear path of travel between hosiery &amp; skin care and provide 36" at columns.</p>
	d. Objects in the retail area are protruding more than 4" into aisles at heights above 27".	DR will train management staff to maintain 80"h head room in all aisles throughout the store.
	e. Overhead clearances fall below the minimum allowable height.	DR will train management staff to maintain 80"h head room in all aisles throughout the store.
	f. The counter height exceeds the maximum allowable height.	Duane Reade agrees to have at least one check out station at customer service counters that is no more than thirty-six (36) inches high, with a one (1) inch tolerance and that it will be the first to open and the last to close. Credit and debit card swipe machines will have cables to enable such swipe machines to be moved at least two feet out from the outside edge of the consumer side of the customer service counter and at least one foot down from such edge, or otherwise in a manner to permit customers who use wheelchairs to be able to use the credit and debit card swipe machines from their lap or for those that are mounted at the outside edge of the counter, within an accessible reach range according to Sections 4.2.5 or 4.2.6 of ADASAD. Duane Reade agrees to remove any obstructions in front of its Accessible Counter, including candy and gum racks, that protrude more than ten (10) inches beyond the edge of such Accessible Counter, except that where the top shelf is used as an Accessible Counter, racks below, including candy and gum racks, shall not protrude beyond the edge of such Accessible Counter.
	g. The ATM is inoperable without vision.	Write a letter to inform ATM vendor of their responsibility to provide accessible equipment.
	h. The placement of the exit sign exceeds maximum.	Provide high contrast tactile (raised characters and Braille) exit signage centered at 5'h on the wall at the strike side of the door.
	i. The width of the push side strike maneuvering area is below the minimum.	Relocate shelving to provide 12"w x 48"d at push side strike Or remove closer.
247 4 West 4 <sup>th</sup> Street	a. There is no route without steps to an entry.	At the time of the next alteration to the facility, build a ramp running parallel with the face of the building with handrails, edge protection and landing with a step at the east end of the landing.
	b. The cross slope of the sidewalk is too steep.	Write a letter to the city and landlord to address the 4.7% cross slope in the sidewalk in front of the entrance of the store.

Store	Description	Actions Agreed to by Duane Reade (DR)*
	c. The amount of pressure required to open the door exceeds the maximum.	Adjust the existing closer to the required minimum or the least amount of pressure possible (whichever is greater) and annually check and readjust the closer if necessary.
	d. The width of the pull side maneuvering area is below the minimum.	At the time of the next alteration to the facility, install a ramp running parallel with the face of the building with handrails, edge protection and landing with a step at the east end of the landing, change the swing of the door from a left hand outswinging to a right hand outswinging door.
	e. The depth of the pull side maneuvering area does not meet the standards.	Relocate shopping baskets.
	f. Movable objects in the store restrict access to goods or services.	DR will train management staff to maintain aisles that are 36"w (32" @ a point obstruction that is no longer than 24") throughout the store.
	g. The counter height exceeds the maximum allowable height and the depth of obstructions exceed the maximum.	Duane Reade agrees to have at least one check out station at customer service counters that is no more than thirty-six (36) inches high, with a one (1) inch tolerance and that it will be the first to open and the last to close. Credit and debit card swipe machines will have cables to enable such swipe machines to be moved at least two feet out from the outside edge of the consumer side of the customer service counter and at least one foot down from such edge, or otherwise in a manner to permit customers who use wheelchairs to be able to use the credit and debit card swipe machines from their lap or for those that are mounted at the outside edge of the counter, within an accessible reach range according to Sections 4.2.5 or 4.2.6 of ADASAD. Duane Reade agrees to remove any obstructions in front of its Accessible Counter, including candy and gum racks, that protrude more than ten (10) inches beyond the edge of such Accessible Counter, except that where the top shelf is used as an Accessible Counter, racks below, including candy and gum racks, shall not protrude beyond the edge of such Accessible Counter.
	h. The clear floor area is below the minimum.	Relocate baskets near the entrance/exit of store.
	i. The narrowest clear width of the doorway opening is not wide enough.	Remove boxes to provide 32"w minimum clearance through doorway. Ensure that exit passage remains clear of storage to provide 36"w clear path of travel.
	j. The centerline of the sign is not between 54" and 60".	Relocate or provide high contrast tactile (raised characters and Braille) exit signage at 5'h on the wall at the strike side of the door.
	k. The width of the push side strike maneuvering area is below the minimum.	Confirm that second means of accessible egress is required. If so relocate merchandise and equipment to provide necessary maneuvering space or removing closer.
251 230-01 Merrick Blvd., Queens	a. Slope of entry exceeds maximum.	Write a letter to the city and landlord.
	b. The amount of pressure required to open the door exceeds the maximum.	Adjust the existing closer to the required minimum or the least amount of pressure possible (whichever is greater) and annually check and readjust the closer if necessary.

Store	Description	Actions Agreed to by Duane Reade (DR)*
	c. The narrowest clear width of the doorway when a single leaf is below the minimum.	Relocate boxes behind the door to allow door to swing open a minimum of 90 degrees.
	d. The location of the exit sign exceeds maximum.	Provide high contrast tactile (raised characters and Braille) exit signage centered at 5'h on the wall at the strike side of the door.
	e. The door opening hardware is not operable with a closed fist.	Replace door hardware to be operable with a closed fist (i.e. lever handle or push/pull type).
	f. Parking spaces do not have the symbol of Accessibility on a sign post.	Provide upright signage for 3 newly painted accessible parking spaces abutting the east wall of the store. One of the parking spaces should be van accessible.
	g. Aisles in this store are either less than 36" wide for longer than 24" or less than 32".	Relocate <i>Wet "N" Wild</i> end cap over 3" into aisle B. Modify shelving at the bottom of gondola to increase width of aisle 2" to provide 36" w minimum accessible paths of travel.
	h. Movable objects in the store restrict access to goods or services.	Duane Reade will train management staff to maintain 80"h head room in all aisles throughout the store.
	i. The counter height exceeds the maximum allowable height and the depth of obstructions exceed the maximum.	Duane Reade agrees to have at least one check out station at customer service counters that is no more than thirty-six (36) inches high, with a one (1) inch tolerance and that it will be the first to open and the last to close. Credit and debit card swipe machines will have cables to enable such swipe machines to be moved at least two feet out from the outside edge of the consumer side of the customer service counter and at least one foot down from such edge, or otherwise in a manner to permit customers who use wheelchairs to be able to use the credit and debit card swipe machines from their lap or for those that are mounted at the outside edge of the counter, within an accessible reach range according to Sections 4.2.5 or 4.2.6 of ADASAD. Duane Reade agrees to remove any obstructions in front of its Accessible Counter, including candy and gum racks, that protrude more than ten (10) inches beyond the edge of such Accessible Counter, except that where the top shelf is used as an Accessible Counter, racks below, including candy and gum racks, shall not protrude beyond the edge of such Accessible Counter.
	j. The clear floor area is below the minimum.	Relocate display
	k. The handrail height is not within the allowable specifications.	Replace the handrail on the wall so it is between 34" & 38" above nosing.
	l. The length of the handrail extension beyond the front edge of the top riser is below the minimum.	Ensure the newly replaced handrail has an extension at lower end of wall mounted handrail.
	m. One handrail is provided on the ramp.	Provide free standing handrail next to wall (avoiding security shutters).

Store	Description	Actions Agreed to by Duane Reade (DR)*
	n. There is no edge protection along the side of the ramp.	Install 2"h minimum edge protection.
	o. The shortest length of any handrail extension is below the minimum.	Provide free standing handrail next to wall (avoiding security shutters).
262 936 3rd Avenue	a. The closing time of the door from 70 degrees open to 3 inches from closed is below the minimum.	Adjust the existing closer to exceed the required minimum speed or the slowest speed possible (whichever is less) and annually check and readjust the closer if necessary.
	b. Aisles in this store are either less than 36" wide for longer than 24" or less than 32".	At the first floor cosmetic aisle, modify/replace shelving to provide 36"w minimum accessible paths of travel (32"w minimum permitted if less than 24"d).
	c. Movable objects in the store restrict access to goods or services.	DR will train management staff to maintain aisles that are 36"w (32" @ a point obstruction that is no longer than 24") throughout the store.
	d. Objects in the retail area are protruding more than 4" into aisles at heights above 27".	DR will train management staff to maintain 80"h head room in all aisles throughout the store.
	e. The counter height exceeds the maximum allowable height.	Duane Reade agrees to have at least one check out station at customer service counters that is no more than thirty-six (36) inches high, with a one (1) inch tolerance and that it will be the first to open and the last to close. Credit and debit card swipe machines will have cables to enable such swipe machines to be moved at least two feet out from the outside edge of the consumer side of the customer service counter and at least one foot down from such edge, or otherwise in a manner to permit customers who use wheelchairs to be able to use the credit and debit card swipe machines from their lap or for those that are mounted at the outside edge of the counter, within an accessible reach range according to Sections 4.2.5 or 4.2.6 of ADASAD. Duane Reade agrees to remove any obstructions in front of its Accessible Counter, including candy and gum racks, that protrude more than ten (10) inches beyond the edge of such Accessible Counter, except that where the top shelf is used as an Accessible Counter, racks below, including candy and gum racks, shall not protrude beyond the edge of such Accessible Counter.
	f. The clear floor area at the drop box is below the minimum.	Relocate film drop kiosk or merchandise displays to provide 30" X 48" accessible clear floor space in front of film drop kiosk.
	g. The ATM is inoperable without vision.	Write a letter to inform ATM vendor of their responsibility to provide accessible equipment.

#### 4. NON-EXEMPLAR STORES

4.1 Duane Reade agrees to retain John P.S. Salmen, AIA, as its Disability Consultant for purposes of this Consent Decree and Settlement Agreement. If Duane Reade terminates its relationship with Mr. Salmen during the term of this Consent Decree and Settlement Agreement,

Duane Reade shall provide prompt written notice of such termination to the Plaintiffs and retain another Disability Consultant for the remaining term of this Consent Decree and Settlement Agreement.

4.2 Within forty-five (45) days after the Effective Date of this Consent Decree and Settlement Agreement, Duane Reade will submit to the Plaintiffs a copy of the survey Duane Reade will use to survey Non-Exemplar Stores (“Duane Reade Survey”). The Duane Reade Survey will set forth in detail the scope and extent of the surveys to be conducted by Duane Reade in all of its Non-Exemplar Stores and will include all the categories surveyed by Duane Reade in the Exemplar Stores.

4.3 Upon receipt of the draft Duane Reade Survey, the Plaintiffs in consultation with their Expert, shall have thirty (30) days to review the draft and to propose to Duane Reade any changes to the draft; provided, however, that Duane Reade shall not be obligated to accept or implement such changes. Plaintiffs may request the involvement of the Neutral (as described in Section 9 hereof) only to determine whether the survey complies with Section 4.2.

4.4 Duane Reade agrees to survey all of its Non-Exemplar Stores within twelve (12) months of the finalization of the Duane Reade Survey format.

4.5 Duane Reade will submit to Plaintiffs within thirty (30) days after Duane Reade completes its survey of the Non-Exemplar Stores a written report detailing the results of the survey, including the underlying data.

4.6 Based upon the results of the survey, Duane Reade will make the appropriate modifications and/or alterations to the Non-Exemplar Stores pursuant to the terms of this Consent Decree and Settlement Agreement and the ADASAD within twelve (12) months after Duane Reade provides the survey results to the Plaintiffs.

4.7 After Duane Reade completes the modifications and/or alterations to the Duane Reade Stores identified in the survey, Duane Reade agrees to provide a report to Plaintiffs setting forth the modifications and/or alterations to the Duane Reade Stores. To the extent that Duane Reade provided signage and/or assistance in lieu of modifications and/or alterations, Duane Reade will provide a brief explanation for providing signage and/or assistance, such as “significant loss of selling space,” or “structural impediment,” as used in the survey of the Exemplar Stores. Duane Reade shall have the option of providing Plaintiffs with a written proposed modification or alteration prior to its implementation for the purpose of receiving Plaintiffs’ comments. Plaintiffs will have thirty (30) days to review the report or any proposed modification and/or alteration and provide any objections to Duane Reade in writing. If Plaintiffs do not provide any objections to the report or a proposed modification or alteration to Duane Reade within thirty (30) days after receiving Duane Reade’s report and/or proposal, any such objection will be waived.

4.8 Duane Reade agrees to retain the originals of the Duane Reade Surveys for each Non-Exemplar Store for three (3) years after the expiration date of the Settlement Agreement.

## **5. NEW STORES**

5.1 Duane Reade agrees that in selecting and operating New Stores, Duane Reade will comply with the Accessibility Laws.

## **6. DUANE READE STORE POLICIES**

6.1 Within six months (6) after the Effective Date of this Consent Decree and Settlement Agreement, Duane Reade agrees to develop written policies for ensuring that all Duane Reade stores are in compliance with the Accessibility Laws and with this Consent Decree and Settlement Agreement and to provide copies of such policies to the Plaintiffs. The written policies will cover the Core Concepts for Training listed at 6.3.

6.2 Duane Reade agrees to provide training to all of its employees on the substance and application of the Accessibility Laws, including the Core Concepts for Training listed at 6.3, on an annual basis, as well as to train all new employees on an ongoing basis on the substance and application of the Accessibility Laws, including the Core Concepts for Training listed at 6.3.

6.3 Core Concepts for Training: Training materials will inform all Duane Reade employees of Duane Reade's obligations to provide access to its stores to people with disabilities under the Accessibility Laws and of the role that each specific type of employee plays in helping Duane Reade meet those obligations. At a minimum, Duane Reade's training materials will cover the following Core Concepts, without regard to the specific wording set out below:

- a. The purposes of the Accessibility Laws. Generally, these are to recognize that people with disabilities are entitled to access to stores, as are everyone else.
- b. What the Accessibility Laws are and whom they protect. This should include examples of common disabling conditions including, without limitation, people who use wheelchairs or scooters.
- c. That the Accessibility Laws regulate customer service and public access issues in stores in a variety of ways. These include methods that effectuate independent shopping, to the extent that doing so is reasonably possible, for all persons with disabilities including those who use scooters, wheelchairs, and other assistive devices, those with sensorial or communication-related disabilities, and those who use service animals. Note that these groups are not mutually exclusive.
- d. That the Accessibility Laws prohibit discrimination against individuals on the basis of disability in stores. Discrimination in this context includes the failure to provide the same access to goods and services as is provided to persons who do not have disabilities. Examples of unacceptable conduct towards customers with disabilities under the Accessibility Laws, include: 1) providing inferior service, and 2) refusing to provide service.

- e. That it makes good business sense to properly serve customers with disabilities.
- f. That employees must maintain a clear accessible route (36 inches of clear passage in aisles; no more than 24 inches of aisle length where the aisle width is between 32 and 36 inches; 36 inches of clearance at doors, etc.) to the pharmacies, to an ATM, if any, and to and through emergency exit doors. Stairways must also be free of stock and display, except to the extent that stairway landings may contain displays when they can do so and still provide a clear accessible route.
- g. That employees are instructed to treat all people courteously, including people with disabilities.
- h. How employees are to assist customers taking into account their disabilities, including the protocol for helping customers obtain items and shop aisles that they cannot access.
- i. The process for handling customer complaints for persons with disabilities, including the process for handling complaints related to the placement of stock, as specified in the Court Order of October 28, 2005.
- j. The manner of assisting customers at checkout counters with new, longer-length, card swipe machines.
- k. The procedures involved in answering doorbells at accessible entrances where the main or primary entrance is not accessible. This should include that the manager or the manager's designee has the primary responsibility to answer the door, and that other store personnel should offer to relieve or assist the manager in whatever task he or she may be engaged in that might prohibit her or him from being able to answer the door. This should also include guidelines on prioritizing responding to the ring of the Big Bell at any locked accessible entrance.
- l. Procedures for ensuring that accessible counters and, if applicable, accessible portions of counters are "first opened, last closed" and remain available for service at all times that each store is open.
- m. The procedures for answering the internal communications system and following up with customers in bi-level stores in which the pharmacy is not accessible to people with mobility impairments. This includes specification of who has responsibility for answering the phone in this system and who has responsibility for following up with the customer, and measurable times in which this communication is to take place. This should also include guidelines on prioritizing responding to the internal phone.
- n. Frequently Asked Questions addressing issues that come up with some degree of frequency during trainings.

- o. Real-life scenarios illustrating these key concepts and how employee responsibilities arise in the examples provided.
- p. Policies and procedures related to the proper placement of displays and stock in stores, as delineated in this Consent Decree and Settlement Agreement, and in the October 28, 2005 Court Order, and appropriate methods for ensuring compliance with these provisions.
- q. A required employee acknowledgement form to verify completion of the training.
- r. An indication that violation by employees of accessibility policy, like any other policy of Duane Reade, is potentially subject to discipline.
- s. For all management, including store and district managers, developing and posting of a Disability Law poster at the front of each store that includes information about the means of filing a customer complaint, and the government number for information about disability access (currently 1-800-949-4232).
- t. For all management, including store and district managers, the responsibilities of district managers, store managers, and individual store employees as they relate to persons with disabilities, their accountability for ensuring store accessibility, and the consequences of allowing or failing to report significant breaches of store accessibility and non-compliance with Duane Reade accessibility policy.

## **7. ATTORNEYS' FEES AND COSTS**

7.1 Upon execution of this Consent Decree and Settlement Agreement, Duane Reade agrees to pay Plaintiffs a sum of \$175,000 in costs and expense, to be made payable to Ropes & Gray, LLP. Duane Reade shall satisfy the Consent Decree and Settlement Agreement by delivering to Ropes & Gray, LLP a certified check in the amount stated above within ten (10) days of the Effective Date of this Consent Decree and Settlement Agreement.

## **8. REPORTING REQUIREMENTS**

8.1 For the duration of this Consent Decree and Settlement Agreement, Duane Reade agrees to provide the Plaintiffs with reports of the progress toward compliance with the Consent Decree and Settlement Agreement (the "Interim Reports"). The first of such Interim Reports shall be due within six (6) months after the Effective Date of this Consent Decree and Settlement Agreement. The second Interim Report shall be due nine (9) months after the Effective Date of this Consent Decree and Settlement Agreement. The third Interim Report shall be due twelve (12) months after the Effective Date of this Consent Decree and Settlement Agreement. Thereafter, Interim Reports shall be due in six (6) month intervals for the duration of the Consent Decree and Settlement Agreement.

8.2 Duane Reade agrees to retain the data collected for the Interim Reports in their original form for three years after the expiration date of the Settlement Agreement. If the Plaintiffs request access to such data, Duane Reade agrees to provide complete copies of the requested data within twenty-one (21) days.

## **9. TERM OF THIS DECREE AND ENFORCEMENT**

9.1 This Court shall retain jurisdiction over this action, and the parties agree thereto, for the purpose of ensuring compliance and enforcing the provisions of this Consent Decree and Settlement Agreement for fifteen (15) months from the “Effective Date” thereof (the “Decree Period”). Upon the conclusion of the Decree Period:

- a. the Consent Decree shall lapse and be of no further force and effect, except those obligations related to stock described in the Court Order of October 28, 2005, which shall lapse as of the status conference described in Section 2(p) of the Order or at such other time as the Court directs;
- b. subject to paragraph “d.” of this provision, the above-captioned action shall be dismissed, with prejudice, without any further action of the Court;
- c. any party may effect the dismissal of this action by presenting this order to the Clerk of the Court, who hereby is directed to dismiss the above-captioned action with prejudice, if it has not already done so; and
- d. the terms of this Consent Decree and Settlement Agreement shall remain in force as a Settlement Agreement, and the enforcement thereof shall be accomplished in accordance with Section 9 hereof, until its termination as provided for in Section 10.8 hereof.

9.2 It is the intent of the parties that all matters be resolved at the earliest stage possible in the process set forth in this Section 9 Enforcement. The Parties further agree that throughout the process set forth in this Section 9 Enforcement, they will attempt to resolve matters in good faith.

### **9.3 SELECTION OF THE NEUTRAL**

9.3.1 Within thirty (30) days of the Effective Date of this Consent Decree and Settlement Agreement, each party shall identify to the other party three (3) candidates to serve as a “Neutral.” Within ten (10) days after receiving the other party’s list of candidates, each party will select one (1) candidate from the other party’s list of candidates to serve as a Neutral. The two candidates selected by the Parties shall within thirty (30) days jointly select a third individual to serve as a Neutral. The candidates for Neutral selected by the Parties and jointly by the two selected Neutrals shall have experience in the application of disability-related accessibility guidelines, including familiarity with the Accessibility Laws.

9.3.2 The three (3) candidates will each serve in the role of Neutral individually, not as a panel, as is further defined below, with the following repeated sequence: the Plaintiffs' candidate serving first, Duane Reade's candidate serving next, and the jointly selected candidate serving next.

#### 9.4 ROLE OF THE NEUTRAL

9.4.1 The role of the Neutral is to issue a binding decision to the Parties regarding the legal and factual issues related to the matter. Duane Reade agrees to pay only the costs and the expenses of the Neutral, regardless of which party requests the Neutral's assistance. Each party shall bear its own costs and attorneys' fees in presenting a matter to the Neutral and/or to The Court under Section 9 Enforcement.

9.4.2 In the event that a claim arises as to whether a Party is in compliance with the terms of the Consent Decree and Settlement Agreement, the Parties shall make a good faith effort to resolve the claim. The party asserting that the other party is in violation of the Consent Decree and Settlement Agreement shall define the claim(s) to be discussed and notify the other party in writing of the claim including an explanation of why the party is allegedly not in compliance with the Consent Decree and Settlement Agreement. Unless the claim(s) is (are) otherwise resolved, the Parties (and such experts or other individuals as the Parties deem appropriate) will then meet within ten (10) business days of the receipt of the notice to attempt to resolve the claim(s). If the claim(s) is (are) resolved among the Parties before such meeting, the Parties shall commit such resolution to writing, and such resolution shall be completed as agreed.

9.4.3 If after such meeting, the claim(s) or any portion of the claim(s) have not been resolved, either party may, upon thirty (30) days written notice, refer the claim(s) to the Neutral who is to decide the next matter for resolution as described below. If after such meeting, the claim(s) has (have) been resolved, the resolution shall be committed to writing and shall be implemented and completed as agreed.

9.4.4 Upon thirty (30) days written notice, a party may request the involvement of the Neutral who is to decide the next matter by submitting a letter to the Neutral, with a copy to the other party, explaining the party's position that the other party has violated the Consent Decree and Settlement Agreement. The other party will have ten (10) days to provide a written response to the requesting party's letter to the Neutral, with a copy to the other party. The Neutral and either party may request a conference with the Parties and the Neutral during which the Neutral may consider any materials that may assist the Neutral in reaching a decision about the matter(s).

9.4.5 Within thirty (30) days after receiving the party's written response to the requesting party's letter, or after the meeting among the Neutral and the parties, whichever is later, the Neutral shall serve on both parties a written opinion that decides the matter(s) and provides an explanation for that decision (the "Neutral's Decision"). The Neutral may request from the parties an extension of time for completion of the written report. If an extension of time is so requested, an agreement by the parties to the extension will not be unreasonably withheld.

9.4.6 If the Neutral determines that there has been a violation or violations of the Consent Decree and Settlement Agreement, the Neutral's Decision shall include a remedy and a timeframe within which such remedy must be implemented and completed. Such timeframe shall be reasonable, based on the nature of the remedy. Following the passage of the time specified by the Neutral for the remedy to be implemented and completed, either party may apply to the Court to convert the Award into a judgment.

9.4.7 A party may appeal a Neutral's Decision to the Court if the party believes in good faith that the matter is substantial. The Court may modify or reverse the Neutral's Decision only if the Court determines that the Decision is clearly erroneous. The Parties consent to the jurisdiction of the Court for these purposes.

9.4.8 The parties acknowledge that once a claim is resolved at any level of the process, the Parties are precluded from raising the same claim at any subsequent time.

9.4.9 The parties agree that a Decision of the Neutral is admissible but not controlling in any subsequent proceeding.

9.4.10 Failure by either party to enforce the Consent Decree and Settlement Agreement or any provision hereof with regard to any deadline or any other provision herein shall not be construed as a waiver of its right to do so. Similarly, any failure by either party to enforce any provision hereof shall not waive its rights with regard to any other deadlines and provisions of this Agreement.

## **10. MISCELLANEOUS MATTERS**

10.1 Integration Clause. This Consent Decree and Settlement Agreement, including the Exhibits hereto, which are made a part hereof, constitutes the entire agreement between the Parties on the matters set forth herein, and the Parties expressly agree that it supersedes and controls any and all prior communications, correspondence, memoranda of understanding, memorialization of agreement, or prior agreement between the Parties or their representatives relative to the matters contained herein. Except as explicitly set forth in this Consent Decree and Settlement Agreement, there are no representations, warranties, or inducements, whether oral, written, expressed, or implied, that in any way affect or condition the validity of this Consent Decree and Settlement Agreement or alter its terms. This Consent Decree and Settlement Agreement is a compromise and settlement of disputed issues and is a product of arms-length negotiation and the drafting of both parties. Ambiguities in this Consent Decree and Settlement Agreement are not to be construed by operation of law against any party.

10.2 Modification. This Consent Decree and Settlement Agreement may be modified only by a writing signed by the Parties. Where any party requires a modification due to unforeseen circumstances (including changes in the law or regulations), the other party agrees that consent will not be unreasonably withheld. If the Parties are unable to resolve any such issue, the dispute mechanism specified in Section 9 Enforcement of this Consent Decree and Settlement Agreement shall govern.

10.3 Severability. The failure or invalidation of any particular provision or portion of a provision shall not in any way affect the validity of this Consent Decree and Settlement Agreement or any remaining provision or portion of a provision, which shall continue to have full force and effect, unless their enforcement would substantially impair the purpose of this Consent Decree and Settlement Agreement. Either party may seek guidance from The Court as to whether any such failure or invalidation would substantially impair the purpose of this Consent Decree and Settlement Agreement.

10.4 Successors. All terms of this Consent Decree and Settlement Agreement shall be binding on, and inure to the benefit of the successors of any party.

10.5 Counterparts. This Consent Decree and Settlement Agreement may be executed by the Parties hereto in any number of separate counterparts and all of said counterparts taken together shall be deemed to constitute one and the same instrument, and any of the parties hereto may execute the Consent Decree and Settlement Agreement by signing any such counterpart.

10.6 Section Titles and Other Headings. Section titles, numbers, and other headings contained in this Consent Decree and Settlement Agreement are included only for ease of reference and shall have no substantive effect upon the terms of this Consent Decree and Settlement Agreement.

10.7 Power and Authority. The Parties represent that they have the power and authority to execute this Consent Decree and Settlement Agreement and to perform the obligations hereunder, and that each person executing this Consent Decree and Settlement Agreement on each Party's behalf has been authorized to sign on behalf of the respective Party and to bind each to the terms of this Consent Decree and Settlement Agreement.

10.8 Upon Duane Reade's completion of its obligations under this Consent Decree and Settlement Agreement, Duane Reade may provide to Plaintiffs a written report specifying the completion of its obligations under this Consent Decree and Settlement Agreement. Plaintiffs will have thirty (30) days to make any objections. If there are no objections, the Parties agree that the Settlement Agreement will terminate and Plaintiffs will execute a General Release, releasing Duane Reade from any actions, charges, causes of actions, suits and other obligations upon any claims Plaintiffs may have or have had against Duane Reade arising out of the occurrences that are the subject matter of the Action and arising on or before the date of Plaintiffs' execution of the General Release, including all claims asserted in the Action. Should Plaintiffs raise objections, these shall be resolved in accordance with the process described in Section 9 herein.

## **11. COMMUNICATION AMONG THE PARTIES**

11.1 All notices, demands, or other communications to be provided pursuant to this Consent Decree and Settlement Agreement shall be in writing and sent by regular mail, postage prepaid (or by any other delivery service of equal or more expeditious means) to the following persons and addresses (or such other persons and addresses as any party may designate in writing from time to time after the execution of this Consent Decree and Settlement Agreement):

11.2 For Disabled in Action, Inc. and Marty Sesmer, Susan Parker, Jean Ryan, David Dopico, Sandra Cobb, Marilyn Saviola, Antoinette Williams, Mark Shaw-Lawrence, Daniel Robert and Nadina LaSpina:

Gavin Kearney, Esq.  
Marianne Engelman Lado, Esq.  
Dennis R. Boyd, Esq.  
New York Lawyers For The Public Interest, Inc.  
151 West 30<sup>th</sup> Street, 11<sup>th</sup> Floor  
New York, NY 10001

William J. McCabe, Esq.  
Ropes & Gray, LLP  
1251 Avenue of the Americas  
49<sup>th</sup> Floor  
New York, NY 10020

Paul B. Keller, Esq.  
Wilmer Cutler Pickering Hale and Dorr LLP  
36th Floor  
399 Park Avenue  
New York, New York 10022

Disabled in Action of Metropolitan New York, Inc.  
Post Office Box 30954  
Port Authority Station  
New York, NY 10011-0109

11.3 For Duane Reade, Inc.:

Michelle D. Bergman, Esq.  
General Counsel  
Duane Reade, Inc.  
440 Ninth Avenue  
New York, NY 10001

Daniel P. Goldberg, Esq.  
White & Case LLP  
1155 Avenue of the Americas  
New York, New York 10036  
(212) 819-8200

SO AGREED:

FOR PLAINTIFFS

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\_\_\_\_\_

Date

\_\_\_\_\_

\_\_\_\_\_

Date

FOR DUANE READE, INC.

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\_\_\_\_\_

Date

So Ordered:

\_\_\_\_\_

\_\_\_\_\_

Date