

5312

2013-2014 Regular Sessions

I N S E N A T E

May 16, 2013

Introduced by Sen. MARCELLINO -- read twice and ordered printed, and  
when printed to be committed to the Committee on Local Government

AN ACT authorizing the lease of lands located at the State University of  
New York College at Old Westbury

THE PEOPLE OF THE STATE OF NEW YORK, REPRESENTED IN SENATE AND ASSEM-  
BLY, DO ENACT AS FOLLOWS:

1 Section 1. Legislative findings. The legislature finds that the devel-  
2 opment, construction and operation of a child-care center upon the  
3 grounds of the State University of New York College at Old Westbury is  
4 necessary and appropriate to further the objectives and purposes of the  
5 State University of New York in its support of Old Westbury and fulfills  
6 a necessary and desirable public purpose. The legislature further finds  
7 that granting the trustees of the State University of New York the  
8 authority and power to lease and otherwise contract to make available  
9 grounds and facilities of the campus of the State University of New York  
10 College at Old Westbury will facilitate the development, construction  
11 and operation of such child-care center and also promote the effective  
12 use of such grounds and facilities which support the educational activ-  
13 ities of Old Westbury.

14 S 2. Notwithstanding any other law to the contrary, the State Univer-  
15 sity trustees are hereby authorized and empowered, without any public  
16 bidding, to lease and otherwise contract to make available to the Old  
17 Westbury College Foundation, Inc., a not-for-profit corporation, a  
18 portion of the lands of the State University of New York College at Old  
19 Westbury generally described in this act for the purpose of developing,  
20 constructing and operating a child-care center, and for uses in support  
21 of campus activities; provided, however, that the development and opera-  
22 tion of a child-care center shall be of benefit to Old Westbury. Such  
23 lease or contract shall be for a period not exceeding thirty years with-  
24 out any fee simple conveyance and otherwise upon terms and conditions  
25 determined by such trustees, subject to the approval of the director of

EXPLANATION--Matter in ITALICS (underscored) is new; matter in brackets  
[ ] is old law to be omitted.

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1 the division of the budget, the attorney general and the state comp-  
2 troller. In the event that the real property that is the subject of  
3 such lease or contract shall cease to be used for the purpose described  
4 in this act, such lease or contract shall immediately terminate and the  
5 real property and any improvements thereon shall revert to the State  
6 University of New York. Any lease or contract entered into pursuant to  
7 this act shall provide that the real property that is the subject of  
8 such lease or contract and any improvements thereon shall revert to the  
9 State University of New York on the expiration of such contract or  
10 lease.

11 S 3. Any contract or lease entered into pursuant to this act shall be  
12 deemed to be a state contract for the purposes of article 15-A of the  
13 executive law, and any contractor, subcontractor, lessee or sublessee  
14 entering into such contract or lease for the construction, demolition,  
15 reconstruction, excavation, rehabilitation, repair, renovation, alter-  
16 ation or improvement authorized pursuant to this act shall be deemed a  
17 state agency for the purposes of article 15-A of the executive law and  
18 subject to the provisions of such article.

19 S 4. Notwithstanding any general, special or local law or judicial  
20 decision to the contrary, all work performed on a project authorized by  
21 this act where all or any portion thereof involves a lease or agreement  
22 for construction, demolition, reconstruction, excavation, rehabili-  
23 tation, repair, renovation, alteration or improvement shall be deemed  
24 public work and shall be subject to and performed in accordance with the  
25 provisions of article 8 of the labor law to the same extent and in the  
26 same manner as a contract of the state, and compliance with all the  
27 provisions of article 8 of the labor law shall be required of any  
28 lessee, sublessee, contractor and/or subcontractor performing on the  
29 project.

30 S 5. Notwithstanding any law to the contrary, all rights or benefits,  
31 including terms and conditions of employment, and protection of civil  
32 service and collective bargaining status of all employees of the State  
33 University of New York affected by the provisions of this act, shall be  
34 preserved and protected. Employees in any newly created positions within  
35 the State University of New York shall be considered public employees  
36 for all purposes of article 14 of the civil service law.

37 S 6. Any contract or lease awarded or entered into by the Old Westbury  
38 College Foundation, Inc., and parties contracting or entering into a  
39 lease with the Old Westbury College Foundation, Inc. for construction,  
40 reconstruction, renovation, rehabilitation, improvement or expansion  
41 authorized pursuant to this act, for any single construction project  
42 exceeding ten million dollars in the aggregate, for which more than  
43 twenty-five percent of such aggregate amount is to be paid from appro-  
44 priations furnished by the state of New York or the State University of  
45 New York, shall be undertaken pursuant to a project labor agreement, as  
46 defined in subdivision 1 of section 222 of the labor law, provided that  
47 a study done by or for the contracting entity determines that a project  
48 labor agreement will benefit such construction, reconstruction, reno-  
49 vation, rehabilitation, improvement or expansion through reduced risk of  
50 delay, potential cost savings or potential reduction in the risk of  
51 labor unrest in light of any pertinent local history thereof. For  
52 purposes of applying the dollar thresholds set forth in this section,  
53 the term "single construction project" shall mean any construction,  
54 reconstruction, renovation, rehabilitation, improvement or expansion  
55 activity associated with one or more buildings, structures or improve-

1 ments, including all directly related infrastructure and site work in  
2 contemplation thereof, that are functionally interdependent.

3 S 7. Without limiting the determination of the terms and conditions of  
4 such contracts or leases, such terms and conditions may provide for  
5 leasing, subleasing, construction, reconstruction, rehabilitation,  
6 improvement, operation and management of and provision of services and  
7 assistance and the granting of licenses, easements and other arrange-  
8 ments with regard to such grounds and facilities by the Old Westbury  
9 College Foundation, Inc., and parties contracting with the Old Westbury  
10 College Foundation, Inc., and, in connection with such activities, the  
11 obtaining of funding or financing, whether public or private, unsecured  
12 or secured (including, but not limited to, secured by leasehold mort-  
13 gages and assignments of rents and leases), by the Old Westbury College  
14 Foundation, Inc. and parties contracting with the Old Westbury College  
15 Foundation, Inc. for the purposes of completing the project described in  
16 this act.

17 S 8. Such lease shall include an indemnity provision whereby the  
18 lessee or sublessee promises to indemnify, hold harmless and defend the  
19 lessor against all claims, suits, actions, and liability to all persons  
20 on the leased premises, including tenant, tenant's agents, contractors,  
21 subcontractors, employees, customers, guests, licensees, invitees and  
22 members of the public, for damage to any such person's property, whether  
23 real or personal, or for personal injuries arising out of tenant's use  
24 or occupation of the demised premises.

25 S 9. Any contracts entered into pursuant to this act between the Old  
26 Westbury College Foundation, Inc. and parties contracting with the Old  
27 Westbury College Foundation, Inc. shall be awarded by a competitive  
28 process.

29 S 10. The property authorized by this act to be leased to the Old  
30 Westbury College Foundation, Inc. is generally described as that parcel  
31 of real property with improvements thereon, consisting of a total of  
32 approximately 11.2 acres, situated on the campus of the State University  
33 of New York College at Old Westbury. The description in this section of  
34 the parcel to be made available pursuant to this act is not meant to be  
35 a legal description, but is intended only to identify the parcel: BEGIN-  
36 NING at a point in the dividing line between lands now or formerly of  
37 the State of New York, Old Westbury College and The Hamlet Condominiums  
38 Number one, said point being distant 0.57 feet on a course of North 64  
39 degrees 45 minutes 53 seconds West from a granite monument found, all as  
40 shown on a certain map entitled "MAP OF SURVEY, OLD WESTBURY COLLEGE  
41 TOWN OF OYSTER BAY, TOWN OF NORTH HEMPSTEAD, COUNTY OF NASSAU, STATE OF  
42 NEW YORK, DATED AUGUST 13, 2003," Prepared by Boswell Engineering (CAD  
43 File Supplied by the NEW YORK STATE OFFICE OF GENERAL SERVICES), Said  
44 Beginning Point having New York State Grid Coordinates North 226,605.93,  
45 East 1,104,156.61 (NAD 1983, New York State, Long Island Zone per said  
46 map); running thence (Bearings shown are in above-referenced system) (1)  
47 thence South 11 degrees 20 minutes 54 seconds East 759.47 feet to a  
48 granite monument found; (2) thence South 10 degrees 27 minutes 24  
49 seconds East 142.27 feet to a proposed corner at an existing fence line;  
50 (3) thence following said fence line and it's extension South 76 degrees  
51 14 minutes 16 seconds West 645.39 feet to a point in a line established  
52 in the above referenced CAD file, located approximately 10 feet from the  
53 edge of the traveled way of an access road known as Greentree Circle;  
54 running along said line the following 6 courses; (4) thence North 13  
55 degrees 48 minutes 16 seconds West 330.29 feet to a point; (5) thence  
56 North 08 degrees 41 minutes 55 seconds West 72.76 feet to a point; (6)

1 thence along a non-tangent curve to the RIGHT having a radius of 400.38  
2 feet, an arc distance of 282.54 feet, a central angle of 40 degrees 25  
3 minutes 55 seconds, a chord bearing of North 18 degrees 26 minutes 01  
4 second East and a chord distance of 276.71 feet to a point; (7) thence  
5 along a non-tangent curve to the RIGHT having a radius of 1,319.33 feet,  
6 an arc distance of 203.46 feet, a central angle of 08 degrees 50 minutes  
7 09 seconds, a chord bearing of North 44 degrees 09 minutes 14 seconds  
8 East and a chord distance of 203.26 feet to a point; (8) thence North 47  
9 degrees 35 minutes 38 seconds East 274.70 feet to a point; (9) thence  
10 North 64 degrees 41 minutes 06 seconds East 121.12 feet to the point and  
11 place of BEGINNING. CONTAINING an area of 486,699 square feet or 11.173  
12 acres of land, more or less.

13 S 11. The State University of New York shall not lease lands described  
14 in this act unless any such lease shall be executed within three years  
15 of the effective date of this act.

16 S 12. Insofar as the provisions of this act are inconsistent with the  
17 provisions of any law, general, special or local, the provisions of this  
18 act shall be controlling.

19 S 13. This act shall take effect immediately.