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I N A S S E M B L Y

March 3, 2016

Introduced by M. of A. LAVINE -- read once and referred to the Committee
on Higher Education

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
26 the division of the budget, the attorney general and the state comp-
27 troller. In the event that the real property that is the subject of
28 such lease or contract shall cease to be used for the purpose described

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

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1 in this act, such lease or contract shall immediately terminate and the
2 real property and any improvements thereon shall revert to the State
3 University of New York. Any lease or contract entered into pursuant to
4 this act shall provide that the real property that is the subject of
5 such lease or contract and any improvements thereon shall revert to the
6 State University of New York on the expiration of such contract or
7 lease.

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

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

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

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

55 S 7. Without limiting the determination of the terms and conditions of
56 such contracts or leases, such terms and conditions may provide for

1 leasing, subleasing, construction, reconstruction, rehabilitation,
2 improvement, operation and management of and provision of services and
3 assistance and the granting of licenses, easements and other arrange-
4 ments with regard to such grounds and facilities by the Old Westbury
5 College Foundation, Inc., and parties contracting with the Old Westbury
6 College Foundation, Inc., and, in connection with such activities, the
7 obtaining of funding or financing, whether public or private, unsecured
8 or secured (including, but not limited to, secured by leasehold mort-
9 gages and assignments of rents and leases), by the Old Westbury College
10 Foundation, Inc. and parties contracting with the Old Westbury College
11 Foundation, Inc. for the purposes of completing the project described in
12 this act.

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

21 S 9. Any contracts entered into pursuant to this act between the Old
22 Westbury College Foundation, Inc. and parties contracting with the Old
23 Westbury College Foundation, Inc. shall be awarded by a competitive
24 process.

25 S 10. The property authorized by this act to be leased to the Old
26 Westbury College Foundation, Inc. is generally described as that parcel
27 of real property with improvements thereon, consisting of a total of
28 approximately 11.2 acres, situated on the campus of the State University
29 of New York College at Old Westbury. The description in this section of
30 the parcel to be made available pursuant to this act is not meant to be
31 a legal description, but is intended only to identify the parcel:

32 BEGINNING at a point in the dividing line between lands now or formerly
33 of the State of New York, Old Westbury College and The Hamlet Condomin-
34 iums Number one, said point being distant 0.57 feet on a course of North
35 64 degrees 45 minutes 53 seconds West from a granite monument found, all
36 as shown on a certain map entitled "MAP OF SURVEY, OLD WESTBURY COLLEGE
37 TOWN OF OYSTER BAY, TOWN OF NORTH HEMPSTEAD, COUNTY OF NASSAU, STATE OF
38 NEW YORK, DATED AUGUST 13, 2003, Prepared by Boswell Engineering (CAD
39 File Supplied by the NEW YORK STATE OFFICE OF GENERAL SERVICES), Said
40 Beginning Point having New York State Grid Coordinates North 226,605.93,
41 East 1,104,156.61 (NAD 1983, New York State, Long Island Zone per said
42 map); running thence (Bearings shown are in above-referenced system)

43 1) thence South 11 degrees 20 minutes 54 seconds East 524.04 feet to a
44 point in said dividing line, marked by a Re-Bar set November 16, 2015;

45 2) thence along a new line, South 76 degrees 14 minutes 16 seconds West
46 659.59 feet to a point in a line established in the above reference CAD
47 file, located approximately 10 feet from the edge of the traveled way of
48 an access road known as Greentree Circle, said point also marked by a
49 Re-Bar set November 16, 2015; running along said line the following 5
50 courses

51 3) thence North 08 degrees 41 minutes 55 seconds West 25.61 feet to a
52 point;

1 4) thence along a non-tangent curve to the RIGHT having a radius of
2 400.38 feet, an arc distance of 282.54 feet, a central angle of 40
3 degrees 25 minutes 55 seconds, a chord bearing of North 18 degrees 26
4 minutes 01 second East and a chord distance of 276.71 feet to a point;

5 5) thence along a non-tangent curve to the RIGHT having a radius of
6 1,319.33 feet, an arc distance of 203.46 feet, a central angle of 08
7 degrees 50 minutes 09 seconds, a chord bearing of North 44 degrees 09
8 minutes 14 seconds East and a chord distance of 203.26 feet to a point;

9 6) thence North 47 degrees 35 minutes 38 seconds East 274.70 feet to a
10 point, marked by a Re-Bar set February 4, 2013;

11 7) thence North 64 degrees 41 minutes 06 seconds East 121.12 feet to the
12 point and place of BEGINNING.

13 CONTAINING an area of 239,595 square feet or 5.500 acres of land, more
14 or less. SUBJECT TO all existing easements and restrictions of record.

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

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

21 S 13. This act shall take effect immediately.