

# STATE OF NEW YORK

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8187--A

Cal. No. 1425

## IN SENATE

April 16, 2018

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Introduced by Sen. FLANAGAN -- read twice and ordered printed, and when printed to be committed to the Committee on Higher Education -- reported favorably from said committee, ordered to first and second report, ordered to a third reading, amended and ordered reprinted, retaining its place in the order of third reading

AN ACT in relation to granting the state university of New York the authority and power to enter into a lease with the Ronald McDonald House of Long Island, Inc.

The People of the State of New York, represented in Senate and Assembly, do enact as follows:

1 Section 1. Legislative findings. The legislature finds that the State  
2 University of New York at Stony Brook ("University") is in need of addi-  
3 tional facilities to fulfill its legislatively mandated mission of  
4 research, education, and provision of health care services. Specif-  
5 ically, Ronald McDonald House of Long Island, Inc. has offered to  
6 construct, maintain and operate a "Ronald McDonald House" to support the  
7 operations of Stony Brook University Hospital's Children's Hospital.  
8 Furthermore, such activity will promote the provision of quality pedia-  
9 tric health care services to the surrounding community.

10 The legislature further finds that granting the trustees of the State  
11 University of New York the authority and power to lease and otherwise  
12 contract to make available grounds and facilities of the campus of the  
13 State University of New York at Stony Brook will ensure such activity  
14 will promote the provision of quality pediatric health care services to  
15 the surrounding community.

16 § 2. Notwithstanding any other law to the contrary, the state univer-  
17 sity trustees are hereby authorized and empowered, without any public  
18 bidding, to lease and otherwise contract to make available to Ronald  
19 McDonald House of Long Island, Inc., a not-for-profit corporation (the  
20 "Ground Lessee"), a portion of the lands of the University generally  
21 described in this act for the purpose of constructing, maintaining and  
22 operating a Ronald McDonald House to support the provision of quality  
23 pediatric health care to the surrounding communities and the missions of  
24 the State University of New York. Such lease or contract shall be for a

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

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1 period not exceeding 50 years without any fee simple conveyance and  
2 otherwise upon terms and conditions determined by such trustees, subject  
3 to the approval of the director of the division of the budget, the  
4 attorney general and the state comptroller. In the event that the real  
5 property that is the subject of such lease or contract shall cease to be  
6 used for the purpose described in this act, such lease or contract shall  
7 immediately terminate and the real property and any improvements thereon  
8 shall revert to the State University of New York. Any lease or contract  
9 entered into pursuant to this act shall provide that the real property  
10 that is the subject of such lease or contract and any improvements there-  
11 on shall revert to the State University of New York on the expiration  
12 of such contract or lease.

13 § 3. Any contract or lease entered into pursuant to this act shall be  
14 deemed to be a state contract for purposes of article 15-A of the execu-  
15 tive law, and any contractor, subcontractor, lessee or sublessee enter-  
16 ing into such contract or lease for the construction, demolition, recon-  
17 struction, excavation, rehabilitation, repair, renovation, alteration or  
18 improvement authorized pursuant to this act shall be deemed a state  
19 agency for the purposes of article 15-A of the executive law and subject  
20 to the provisions of such article.

21 § 4. Notwithstanding any general, special or local law or judicial  
22 decision to the contrary, all work performed on a project authorized by  
23 this act where all or any portion thereof involves a lease or agreement  
24 for construction, demolition, reconstruction, excavation, rehabili-  
25 tation, repair, renovation, alteration or improvement shall be deemed  
26 public work and shall be subject to and performed in accordance with the  
27 provisions of article 8 of the labor law to the same extent and in the  
28 same manner as a contract of the state, and compliance with all the  
29 provisions of article 8 of the labor law shall be required of any  
30 lessee, sublessee, contractor or subcontractor on the project, including  
31 the enforcement of prevailing wage requirements by the fiscal officer as  
32 defined in paragraph e of subdivision 5 of section 220 of the labor law  
33 to the same extent as a contract of the state.

34 § 5. Notwithstanding any law, rule or regulation to the contrary, the  
35 State University of New York shall not contract out to Ronald McDonald  
36 House of Long Island, Inc. or any subsidiary for the instruction or any  
37 pedagogical functions or services, or any administrative services, and  
38 similar professional services currently being performed by state employ-  
39 ees. All such functions and services shall be performed by state employ-  
40 ees pursuant to the civil service law. Nothing in this act shall result  
41 in the displacement of any currently employed state worker or the loss  
42 of position (including partial displacement such as reduction in the  
43 hours of non-overtime, wages or employment benefits), or result in the  
44 impairment of existing contracts for services or collective bargaining  
45 rights pursuant to existing agreements. All positions currently at the  
46 State University of New York in the unclassified service of the civil  
47 service law shall remain in the unclassified service. No services or  
48 work on the property described in this act currently performed by public  
49 employees or future work that is similar in scope and nature to the work  
50 being currently performed by public employees shall be contracted out or  
51 privatized by the State University of New York or by an affiliated enti-  
52 ty or associated entity of the State University of New York. All such  
53 future work shall be performed by public employees.

54 § 6. For the purposes of this act: (a) "project" shall mean work at  
55 the property authorized by this act to be leased to Ronald McDonald  
56 House of Long Island, Inc. as described in section 11 of this act that

1 involves the design, construction, reconstruction, demolition, excavat-  
2 ing, rehabilitation, repair, renovation, alteration or improvement of a  
3 Ronald McDonald House.

4 (b) "project labor agreement" shall mean a pre-hire collective  
5 bargaining agreement between a contractor and a labor organization,  
6 establishing the labor organization as the collective bargaining repre-  
7 sentative for all persons who will perform work on the project, and  
8 which provides that only contractors and subcontractors who sign a pre-  
9 negotiated agreement with the labor organization can perform project  
10 work.

11 Notwithstanding the provisions of any general, special, or local law  
12 or judicial decision to the contrary: (a) Ronald McDonald House of Long  
13 Island, Inc. may require a contractor awarded a contract, subcontract,  
14 lease, grant, bond, covenant or other agreement for a project to enter  
15 into a project labor agreement during and for the work involved with  
16 such project when such requirement is part of Ground Lessee's request  
17 for proposals for the project and when the State University of New York  
18 at Stony Brook determines that the record supporting the decision to  
19 enter into such an agreement establishes that the interests underlying  
20 the competitive bidding laws are best met by requiring a project labor  
21 agreement including obtaining the best work at the lowest possible  
22 price; preventing favoritism, fraud and corruption; the impact of delay;  
23 the possibility of cost savings; and any local history of labor unrest.

24 (b) If the State University of New York at Stony Brook does not  
25 require a project labor agreement, then any contractor, subcontractor,  
26 lease, grant, bond, covenant or other agreements for a project shall be  
27 awarded pursuant to section 135 of the state finance law.

28 § 7. Without limiting the determination of the terms and conditions of  
29 such contracts or leases, such terms and conditions may provide for  
30 leasing, subleasing, construction, reconstruction, rehabilitation,  
31 improvement, operation and management of and provision of services and  
32 assistance and the granting of licenses, easements and other arrange-  
33 ments with regard to such grounds and facilities by the Ground Lessee,  
34 and parties contracting with the Ground Lessee, and, in connection with  
35 such activities, the obtaining of funding or financing, whether public  
36 or private, unsecured or secured (including, but not limited to, secured  
37 by leasehold mortgages and assignments of rents and leases), by the  
38 Ground Lessee and parties contracting with the Ground Lessee for the  
39 purposes of completing the project described in this act.

40 § 8. Such lease shall include an indemnity provision whereby the  
41 lessee or sublessee promises to indemnify, hold harmless and defend the  
42 lessor against all claims, suits, actions, and liability to all persons  
43 on the leased premises, including tenant, tenant's agents, contractors,  
44 subcontractors, employees, customers, guests, licensees, invitees and  
45 members of the public, for damage to any such person's property, whether  
46 real or personal, or for personal injuries arising out of tenant's use  
47 or occupation of the demised premises.

48 § 9. Any contracts entered into pursuant to this act between the  
49 Ground Lessee and parties contracting with the Ground Lessee shall be  
50 awarded by a competitive process.

51 § 10. The State University of New York shall not lease lands described  
52 in this act unless any such lease shall be executed within five years of  
53 the effective date of this act.

54 § 11. The property authorized by this act to be leased to Ronald McDo-  
55 nald House of Long Island, Inc. is generally described as that parcel of  
56 real property with improvements thereon consisting of a total of approx-

imately 2.55 acres situated on the campus of the State University of New York at Stony Brook. The description in this section of the parcel to be made available pursuant to this act is not meant to be a legal description, but is intended only to identify the parcel:

ALL that certain plot, piece or parcel of land situate, lying, and being at Stony Brook, in the Town of Brookhaven, County of Suffolk and State of New York, being bounded and described as follows:

BEGINNING at a point on the campus of Stony Brook University, on the easterly side of Health Sciences Drive and the northerly side of the entrance to Chapin Apartments, said point having a State Plane Coordinate (SPC 3104 NY L) location of N 271360.8745, E 1229873.8528;

RUNNING THENCE along the easterly side of Health Sciences Drive North 27 degrees 7 minutes 11 seconds West, 84.17 feet;

THENCE along the arc of a non-tangent curve bearing to the left, having a radius of 73.00 feet and a length of 84.87 feet, the chord of which bears North 27 degrees 8 minutes 28 seconds West, 80.17 feet;

THENCE North 27 degrees 4 minutes 45 seconds West, 98.71 feet;

THENCE North 51 degrees 5 minutes 34 seconds East, 70.55 feet;

THENCE South 84 degrees 1 minute 34 seconds East, 245.01 feet;

THENCE South 72 degrees 45 minutes 33 seconds East 311.86 feet;

THENCE South 13 degrees 50 minutes 29 seconds West, 118.38 feet;

THENCE Due West, 270.13 feet;

THENCE South 52 degrees 30 minutes 19 seconds West, 97.10 feet;

THENCE South 2 degrees 57 minutes 44 seconds East, 23.18 feet;

THENCE South 89 degrees 18 minutes 30 seconds West, 43.12 feet;

THENCE North 2 degrees 57 minutes 44 seconds West, 29.20 feet;

THENCE South 83 degrees 20 minutes 7 seconds West 34.43 feet;

THENCE along a curve bearing to the right, having a radius of 22.00 feet and a length of 26.70 feet, to THE POINT OR PLACE OF BEGINNING.

Containing: 111,263 square feet or 2.55 acres, more or less. Subject to all existing easements and restrictions of record.

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

§ 13. This act shall take effect immediately.