STATE OF NEW YORK

6932

2017-2018 Regular Sessions

IN ASSEMBLY

March 24, 2017

Introduced by M. of A. BARNWELL -- read once and referred to the Committee on Social Services

AN ACT to amend the social services law, in relation to housing of homeless persons in New York city

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

Section 1. Section 43 of the social services law is amended by adding a new subdivision 12 to read as follows:

12. (a) In the city of New York, no hotel, motel, inn, lodging, resort, tavern, boarding house, rooming house, or hostel, shall be used in any manner, to house or rent rooms to any homeless person unless a contract is signed between the city or state agency that is responsible for providing shelter and/or housing or rental accommodations to the homeless person, and the owner, operator, individual, limited liability company (LLC), limited liability partnership (LLP), corporation, partnership, developer, and/or any other legal entity responsible for the hotel, motel, inn, lodging, resort, tavern, boarding house, rooming house, or hostel in which the proposed contract services will be provided. The contract shall not be approved by the comptroller of the city of New York unless the financial terms of the contract, including, but not limited to, the fixed price for the housing and/or renting of rooms for homeless persons, and/or the cost of services for the care of such homeless persons, adhere to the comptroller's financial judgment. At the time the contract is submitted to the comptroller, any individual, LLC, LLP, corporation, partnership, developer, and/or any other legal entity contracting to provide services for the housing or renting of rooms for homeless persons, the individual, LLC, LLP, corporation, partnership, developer, and/or any other legal entity shall reveal all the names and residence addresses of all members, managers, directors, partners, or any other authorized person of the LLC, LLP, corporation, partnership, developer, and/or any other legal entity to the comp-

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

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troller. If such information is not disclosed, the comptroller shall reject the contract.

(b) No homeless persons shall be housed or rented a room at the proposed hotel, motel, inn, lodging, resort, tavern, boarding house, rooming house, or hostel contract site until the comptroller approves the terms and signs the contract. Before the comptroller may sign the contract, the following must occur:

(i) Within ten days of receiving the signed contract between the city or state agency and the persons or legal entity responsible for the care and/or housing of homeless persons, the comptroller shall review the financial terms of the contract. If the financial terms of the contract conform to the comptroller's financial judgment, the comptroller shall prepare a letter of financial conformity to be sent to the community board in which the property is located, affirming that the financial terms of the contract conform to the comptroller's financial judgment. The contract, letter of financial conformity, and the proposed location site of such hotel, motel, inn, lodging, resort, tavern, boarding house, rooming house, or hostel that will house and/or accommodate homeless persons, shall be sent to the community board where the property is located via certified mail, return receipt requested, for the community board's determination of whether or not the proposed location site shall be approved or rejected.

(ii) Within thirty days of receiving from the comptroller the letter of financial conformity, and the proposed contract which states in detail the proposed location site for such hotel, motel, inn, lodging, resort, tavern, boarding house, rooming house, or hostel, which will house or room homeless persons, the community board shall accept or reject the proposed location site. The vote to accept such a proposed location site shall be approved by a majority of the voting members of such community board when a quorum is present. Before voting to accept or reject the proposed location site, the community board shall have a public hearing, in which all members of the public are invited to attend, ask questions, and/or speak. The commissioner of homeless services of the city of New York shall attend such community board public meeting to answer questions, under legal oath, from the community board, and the public. If the commissioner does not attend, the community board shall not approve the proposed location site. The community board shall vote only on the proposed site location and shall have no decision-making power or vote over the contract provisions. If the community board votes to approve such proposed location site, the site shall be approved and notice shall be sent to the comptroller via certified mail, return receipt requested, within seven days of such approval. The comptroller shall then either approve or reject the whole contract according to his or her judgment. If the community board votes against the proposed location site, the community board shall send notice of such rejection to the comptroller within seven days of such decision via certified mail, return receipt requested. If the community board rejects the proposed location site the comptroller shall reject the contract. If the community board fails to hold a public meeting and fails to vote on the proposed site location within thirty days of receiving the proposed letter of financial conformity and the proposed contract, the community board shall be deemed to have waived their right to vote and hold a public hearing on such proposed site, and the contract and proposed location site shall be fully submitted to the comptroller for acceptance or rejection by the comptroller.

(c) The fee for all mailings and proof of service shall be incorporated into the contract between the city or state agency and the owner, operator, LLC, LLP, corporation, partnership, developer, and/or any other legal entity responsible for the hotel, motel, inn, lodging, resort, tavern, boarding house, rooming house, or hostel in which the proposed contract services will be provided. The comptroller's office and the community board shall be reimbursed for such mailing fees and proof of service by the owner, operator, individual, LLC, LLP, corporation, partnership, developer, and/or any other legal entity responsible for the hotel, motel, inn, lodging, resort, tavern, boarding house, rooming house, or hostel in which the proposed contract services will be provided.

(d) The location of the proposed hotel, motel, inn, lodging, resort, tavern, boarding house, rooming house, or hostel to house or rent rooms to homeless individuals, shall not be within five hundred yards of a school.

(e) All incidents at the hotel, motel, inn, lodging, resort, tavern, boarding house, rooming house, or hostel that is housing or renting rooms to homeless persons, of 911 calls, police responses, disturbances, complaints, and/or incidents that are handled by the security group or agency that is in charge of security of such place shall provide detailed information in the following manner:

(i) All such incidents that take place on the property, or incidents involving any person under the care or supervision of the hotel, motel, inn, lodging, resort, tavern, boarding house, rooming house, or hostel, or their guests, shall be reported at least once a month to the local police precinct and the local community board where the property is located.

(ii) Emergencies, including, but not limited to, any physical altercations or violence, or any incidents involving drugs or weapons on such property or involving any person under the care or supervision of the hotel, motel, inn, lodging, resort, tavern, boarding house, rooming house, or hostel, or their guests shall be reported immediately to the police precinct and community board where the property is located.

(iii) Any police response by the New York city police department shall be reported to the local community board once a month, or if an emergency or incident occurs as described in subparagraph (ii) of this paragraph, such emergency shall be reported as soon as possible by the police precinct to the community board where the property is located.

(f) Any individual, LLC, LLP, corporation, partnership, developer, hotel owner, service provider, security provider, and/or any legal entity and its members, managers, directors, partners, or any other authorized person of such legal entity, as well as in their individual capacity, that is negotiating, or is under contract for such housing and/or renting of rooms, or providing security, or any other services for homeless persons shall not contribute to any political campaigns, political candidate, and/or ballot measure, during the tenure of the contract and for four years after such contract expires, or is completed.

(g) For any violation of this subdivision, the community board and elected officials, including, but not limited to, the city councilmember, state assembly member, state senator, congress member, and/or the federal senators that represent the location of the proposed hotel, motel, inn, lodging, resort, tavern, boarding house, rooming house, or hostel, shall have standing in a court of competent jurisdiction, to bring any and all actions against the city or state, city or state agency, an individual, LLC, LLP, corporation, partnership, developer, hotel

owner, service provider, security provider, any legal entity, and/or any other party to the contract. If the court determines that a violation of this subdivision has occurred, the court shall terminate the contract, and all attorneys' fees and costs incurred by the plaintiff shall be paid by the individual, LLC, LLP, corporation, partnership, developer, hotel owner, service provider, security provider, legal entity, and/or any other party to the contract.

(h) If any portion of this subdivision is adjudged invalid, such order or judgment shall be confined in its operation to the controversy in which it was rendered, and shall not affect or invalidate the remainder of any provision of this subdivision and to this end each of the provisions of this subdivision are hereby declared to be severable.

§ 2. This act shall take effect immediately and shall apply to all contracts issued, renewed, altered or amended on or after such effective date.