STATE OF NEW YORK

10326

IN ASSEMBLY

May 17, 2024

Introduced by COMMITTEE ON RULES -- (at request of M. of A. Thiele) -- read once and referred to the Committee on Higher Education

AN ACT relating to authorizing the state university of New York at Stony Brook to lease certain lands to construct multi-purpose facilities to support housing needs and supporting amenities

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

Section 1. Legislative findings. The legislature finds that the state university of New York at Stony Brook ("Stony Brook") seeks to use approximately 10 acres of underutilized land on Stony Brook's Southampton campus to build multi-purpose facilities to support housing needs and supporting amenities, fulfilling a necessary and vital public purpose. The legislature further finds that granting the trustees of the State University of New York ("Trustees") the authority and power to lease and otherwise contract to make available grounds and facilities of Stony Brook's campus will ensure such land is utilized for the benefit of Stony Brook, the surrounding community, and the general public.

§ 2. Notwithstanding any other law to the contrary, the trustees are authorized and empowered, without any public bidding, to lease and otherwise contract to make available to a ground lessee a portion of the lands of Stony Brook generally described in this act for the purpose of developing, constructing, maintaining and operating multi-purpose facilities to support housing needs and supporting amenities. Such lease or contract shall be for a period not exceeding ninety-nine years without any fee simple conveyance and otherwise upon terms and conditions determined by such trustees, subject to the approval of the director of the division of the budget, the attorney general and the state comptroller. In the event that the real property that is the subject of such lease or contract shall cease to be used for the purpose described in this act, such lease or contract shall immediately terminate and the real property and any improvements thereon shall revert to the state university of New York. Any lease or contract entered into pursuant to this act shall provide that the real property that is the subject of such lease or contract and any improvements thereon shall revert to the state univer-

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

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sity of New York on the expiration of such contract or lease. Any and all proceeds related to the leases authorized by this act shall be used for the benefit of the Stony Brook campus and the allocation of such proceeds shall be subject to approval by the Trustees.

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

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

§ 5. Notwithstanding any law, rule or regulation to the contrary, the state university of New York shall not contract out for the instruction or any pedagogical functions or services, or any administrative services, and similar professional services currently being performed by state employees. All such functions and services shall be performed by state employees pursuant to the civil service law. Nothing in this act shall result in the displacement of any currently employed state worker or the loss of position (including partial displacement such as reduction in the hours of non-overtime, wages or employment benefits), or result in the impairment of existing contracts for services or collective bargaining rights pursuant to existing agreements. All positions currently at the state university of New York in the unclassified service of the civil service law shall remain in the unclassified service. No services or work on the property described in this act currently performed by public employees or future work that is similar in scope and nature to the work being currently performed by public employees shall be contracted out or privatized by the state university of New York or by an affiliated entity or associated entity of the state university of New York. All such future work shall be performed by public employees.

§ 6. For the purposes of this act:

(a) "project" shall mean work at the property authorized by this act to be leased as described in section twelve of this act that involves the design, construction, reconstruction, demolition, excavating, rehabilitation, repair, renovation, alteration or improvement of such property.

(b) "project labor agreement" shall mean a pre-hire collective bargaining agreement between a contractor and a labor organization, establishing the labor organization as the collective bargaining representative for all persons who will perform work on the project, and which provides that only contractors and subcontractors who sign a pre-

negotiated agreement with the labor organization can perform project work.

§ 7. Notwithstanding the provisions of any general, special, or local law or judicial decision to the contrary: (a) A contractor awarded a contract, subcontract, lease, grant, bond, covenant or other agreement for a project to enter into a project labor agreement during and for the work involved with such project when such requirement is part of the ground lessee's request for proposals for the project and when the state university of New York at Stony Brook determines that the record supporting the decision to enter into such an agreement establishes that the interests underlying the competitive bidding laws are best met by requiring a project labor agreement including obtaining the best work at the lowest possible price; preventing favoritism, fraud and corruption; the impact of delay; the possibility of cost savings; and any local history of labor unrest.

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

§ 8. Nothing in this act shall be deemed to waive or impair any rights or benefits of employees of the state university of New York that otherwise would be available to them pursuant to the terms of agreements between the certified representatives of such employees and the state of New York pursuant to article 14 of the civil service law; all work performed on such property that ordinarily would be performed by employees subject to article 14 of the civil service law shall continue to be performed by such employees.

§ 9. Without limiting the determination of the terms and conditions of such contracts or leases, such terms and conditions may provide for leasing, subleasing, construction, reconstruction, rehabilitation, improvement, operation and management of and provision of services and assistance and the granting of licenses, easements and other arrangements with regard to such grounds and facilities by the ground lessee, and parties contracting with the ground lessee, and in connection with such activities, the obtaining of funding or financing, whether public or private, unsecured or secured, including, but not limited to, secured by leasehold mortgages and assignments of rents and leases, by the ground lessee and parties contracting with the ground lessee for the purposes of completing the project described in this act.

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

§ 11. Any contracts entered into pursuant to this act between the ground lessee and parties contracting with the ground lessee shall be awarded by a competitive process.

§ 12. The property authorized by this act to be leased to the ground lessee is generally described as approximately 11.4972 acres of land situated on the campus of the state university of New York at Stony Brook within the town of Brookhaven, county of Suffolk, state of New York more particularly described as follows:

Beginning at a point on the southerly sideline of section 211, block 6, lot 9, now or formerly belonging to the MTA-LIRR, the said point being distant 1135.50 feet on a bearing of south 86 degrees 01 minutes 07 seconds west from the intersection of the said LIRR sideline with the westerly sideline of Tuckahoe road (50 feet wide), and running from the said point of beginning; thence

Running through section 211, block 1, lot 1 the following nine (9) courses:

(1) south 00 degrees 15 minutes 03 seconds east for a distance of 456.85 feet; thence

(2) south 85 degrees 52 minutes 00 seconds west, a distance of 97.30 feet to a point of curvature; thence

(3) on a curve to the left having a radius of 100.00 feet, a central angle of 19 degrees 15 minutes 58 seconds and an arc length of 33.63 feet to a point of reverse curvature; thence

(4) on a curve to the right having a radius of 100.00 feet, a central angle of 17 degrees 48 minutes 58 seconds and an arc length of 31.09 feet to a point of tangency; thence

(5) south 84 degrees 25 minutes 00 seconds west, a distance of 105.00 feet to a point of curvature; thence

(6) on a curve to the left having a radius of 65.00 feet, a central angle of 73 degrees 17 minutes 00 seconds and an arc length of 83.14 feet to a point of tangency; thence

(7) south 11 degrees 08 minutes 00 seconds west, a distance of 54.50 feet; thence

(8) south 31 degrees 46 minutes 02 seconds west, being radial to the following course, a distance of 48.50 feet; thence

(9) on a curve to the left having a radius of 125.00 feet, a central angle of 39 degrees 49 minutes 32 seconds, and an arc length of 86.89 feet to a point of tangency; thence

(10) continuing through said lot 1, passing through section 210, block 2, lot 26 and then crossing into section 210, block 2, lot 25, south 81 degrees 56 minutes 30 seconds west, a distance of 326.00 feet to a point of curvature; thence

(11) continuing through said lot 25, on a curve to the left having a radius of 100.00 feet, a central angle of 43 degrees 59 minutes 00 seconds, and an arc length of 76.77 feet to a point of tangency; thence

(12) continuing through said lot 25 and crossing back into aforementioned lot 26, south 37 degrees 57 minutes 30 seconds west, a distance of 250.00 feet; thence

(13) continuing through said lot 26, south 59 degrees 26 minutes 00 seconds west, a distance of 32.50 feet; thence

(14) continuing through said lot 26 and crossing back into aforementioned lot 25, north 30 degrees 34 minutes 00 seconds west, a distance of 126.00 feet to a point of curvature; thence

(15) continuing through said lot 25, on a curve to the left having a radius of 65.00 feet, a central angle of 48 degrees 54 minutes 30 seconds, and an arc length of 55.48 feet to a point of tangency; thence

(16) continuing through the same, north 79 degrees 28 minutes 30 seconds west, a distance of 92.22 feet; thence

(17) along the dividing line of said lot 25 to the east with section 210, block 2, lot 11.3 to the west, north 17 degrees 43 minutes 47 seconds east, a distance of 160.35 feet; thence

(18) along the dividing line of said lot 25 to the southeast with section 210, block 2, lots 11.3, 11.4 and 11.5 to the northwest, north 55 degrees 50 minutes 47 seconds east, a distance of 438.30 feet; thence

(19) along the dividing line of aforementioned lot 1 to the southeast with said lot 11.5 to the northwest, north 55 degrees 51 minutes 07 seconds east, a distance of 315.93 feet; thence

(20) along same, north 24 degrees 08 minutes 33 seconds west, a distance of 155.67 feet; thence

(21) along the dividing line of said lot 1 to the south with aforementioned lot 9 to the north, north 86 degrees 01 minutes 07 seconds east, a distance of 593.70 feet to the point and place of Beginning.

The above-described lease area contains 500,818 square feet or 11.4972 acres of land.

The above-described development area was written in accordance with a map entitled, "Property Sketch, Proposed Southampton Development Area, Stony Brook University, part of section 210, block 2, lots 25 & 26, and part of section 211, block 1, lot 1, town of Southampton, county of Suffolk, state of New York" prepared by Gallas Surveying Group, dated March 12, 2024, revised March 18, 2024.

§ 13. The state university of New York shall not lease lands described in this act unless any such lease shall be executed within 5 years of the effective date of this act.

§ 14. 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.

§ 15. This act shall take effect immediately.