

# STATE OF NEW YORK

9483

## IN SENATE

May 16, 2024

Introduced by Sen. PALUMBO -- read twice and ordered printed, and when printed to be committed 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:

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

11 § 2. Notwithstanding any other law to the contrary, the trustees are  
12 authorized and empowered, without any public bidding, to lease and  
13 otherwise contract to make available to a ground lessee a portion of the  
14 lands of Stony Brook generally described in this act for the purpose of  
15 developing, constructing, maintaining and operating multi-purpose facil-  
16 ities to support housing needs and supporting amenities. Such lease or  
17 contract shall be for a period not exceeding ninety-nine years without  
18 any fee simple conveyance and otherwise upon terms and conditions deter-  
19 mined by such trustees, subject to the approval of the director of the  
20 division of the budget, the attorney general and the state comptroller.  
21 In the event that the real property that is the subject of such lease or  
22 contract shall cease to be used for the purpose described in this act,  
23 such lease or contract shall immediately terminate and the real property  
24 and any improvements thereon shall revert to the state university of New  
25 York. Any lease or contract entered into pursuant to this act shall  
26 provide that the real property that is the subject of such lease or  
27 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.

LBD15459-01-4

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

5 § 3. Any contract or lease entered into pursuant to this act shall be  
6 deemed to be a state contract for purposes of article 15-A of the execu-  
7 tive law, and any contractor, subcontractor, lessee or sublessee enter-  
8 ing into such contract or lease for the construction, demolition, recon-  
9 struction, excavation, rehabilitation, repair, renovation, alteration or  
10 improvement authorized pursuant to this act shall be deemed a state  
11 agency for the purposes of article 15-A of the executive law and subject  
12 to the provisions of such article.

13 § 4. Notwithstanding any general, special or local law or judicial  
14 decision to the contrary, all work performed on a project authorized by  
15 this act where all or any portion thereof involves a lease or agreement  
16 for construction, demolition, reconstruction, excavation, rehabili-  
17 tation, repair, renovation, alteration or improvement shall be subject  
18 to and performed in accordance with the provisions of article 8 of the  
19 labor law to the same extent and in the same manner as a contract of the  
20 state, and compliance with all the provisions of article 8 of the labor  
21 law shall be required of any lessee, sublessee, contractor or subcon-  
22 tractor on the project, including the enforcement of prevailing wage  
23 requirements by the fiscal officer as defined in paragraph e of subdivi-  
24 sion 5 of section 220 of the labor law to the same extent as a contract  
25 of the state.

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

46 § 6. For the purposes of this act:

47 (a) "project" shall mean work at the property authorized by this act  
48 to be leased as described in section twelve of this act that involves  
49 the design, construction, reconstruction, demolition, excavating, reha-  
50 bilitation, repair, renovation, alteration or improvement of such prop-  
51 erty.

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

1 negotiated agreement with the labor organization can perform project  
2 work.

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

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

20 § 8. Nothing in this act shall be deemed to waive or impair any rights  
21 or benefits of employees of the state university of New York that other-  
22 wise would be available to them pursuant to the terms of agreements  
23 between the certified representatives of such employees and the state of  
24 New York pursuant to article 14 of the civil service law; all work  
25 performed on such property that ordinarily would be performed by employ-  
26 ees subject to article 14 of the civil service law shall continue to be  
27 performed by such employees.

28 § 9. 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 § 10. 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 § 11. 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 § 12. The property authorized by this act to be leased to the ground  
52 lessee is generally described as approximately 11.4972 acres of land  
53 situated on the campus of the state university of New York at Stony  
54 Brook within the town of Brookhaven, county of Suffolk, state of New  
55 York more particularly described as follows:

1 Beginning at a point on the southerly sideline of section 211, block  
2 6, lot 9, now or formerly belonging to the MTA-LIRR, the said point  
3 being distant 1135.50 feet on a bearing of south 86 degrees 01 minutes  
4 07 seconds west from the intersection of the said LIRR sideline with the  
5 westerly sideline of Tuckahoe road (50 feet wide), and running from the  
6 said point of beginning; thence  
7 Running through section 211, block 1, lot 1 the following nine (9)  
8 courses:  
9 (1) south 00 degrees 15 minutes 03 seconds east for a distance of  
10 456.85 feet; thence  
11 (2) south 85 degrees 52 minutes 00 seconds west, a distance of 97.30  
12 feet to a point of curvature; thence  
13 (3) on a curve to the left having a radius of 100.00 feet, a central  
14 angle of 19 degrees 15 minutes 58 seconds and an arc length of 33.63  
15 feet to a point of reverse curvature; thence  
16 (4) on a curve to the right having a radius of 100.00 feet, a central  
17 angle of 17 degrees 48 minutes 58 seconds and an arc length of 31.09  
18 feet to a point of tangency; thence  
19 (5) south 84 degrees 25 minutes 00 seconds west, a distance of 105.00  
20 feet to a point of curvature; thence  
21 (6) on a curve to the left having a radius of 65.00 feet, a central  
22 angle of 73 degrees 17 minutes 00 seconds and an arc length of 83.14  
23 feet to a point of tangency; thence  
24 (7) south 11 degrees 08 minutes 00 seconds west, a distance of 54.50  
25 feet; thence  
26 (8) south 31 degrees 46 minutes 02 seconds west, being radial to the  
27 following course, a distance of 48.50 feet; thence  
28 (9) on a curve to the left having a radius of 125.00 feet, a central  
29 angle of 39 degrees 49 minutes 32 seconds, and an arc length of 86.89  
30 feet to a point of tangency; thence  
31 (10) continuing through said lot 1, passing through section 210, block  
32 2, lot 26 and then crossing into section 210, block 2, lot 25, south 81  
33 degrees 56 minutes 30 seconds west, a distance of 326.00 feet to a point  
34 of curvature; thence  
35 (11) continuing through said lot 25, on a curve to the left having a  
36 radius of 100.00 feet, a central angle of 43 degrees 59 minutes 00  
37 seconds, and an arc length of 76.77 feet to a point of tangency; thence  
38 (12) continuing through said lot 25 and crossing back into aforemen-  
39 tioned lot 26, south 37 degrees 57 minutes 30 seconds west, a distance  
40 of 250.00 feet; thence  
41 (13) continuing through said lot 26, south 59 degrees 26 minutes 00  
42 seconds west, a distance of 32.50 feet; thence  
43 (14) continuing through said lot 26 and crossing back into aforemen-  
44 tioned lot 25, north 30 degrees 34 minutes 00 seconds west, a distance  
45 of 126.00 feet to a point of curvature; thence  
46 (15) continuing through said lot 25, on a curve to the left having a  
47 radius of 65.00 feet, a central angle of 48 degrees 54 minutes 30  
48 seconds, and an arc length of 55.48 feet to a point of tangency; thence  
49 (16) continuing through the same, north 79 degrees 28 minutes 30  
50 seconds west, a distance of 92.22 feet; thence  
51 (17) along the dividing line of said lot 25 to the east with section  
52 210, block 2, lot 11.3 to the west, north 17 degrees 43 minutes 47  
53 seconds east, a distance of 160.35 feet; thence  
54 (18) along the dividing line of said lot 25 to the southeast with  
55 section 210, block 2, lots 11.3, 11.4 and 11.5 to the northwest, north  
56 55 degrees 50 minutes 47 seconds east, a distance of 438.30 feet; thence

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

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

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

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

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

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

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

23 § 15. This act shall take effect immediately.