STATE OF NEW YORK

10252

IN SENATE

May 8, 2026

Introduced by Sen. MARTINEZ -- read twice and ordered printed, and when printed to be committed to the Committee on Higher Education

AN ACT in relation to authorizing the trustees of the state university of New York to lease and contract to make available certain land on the state university of New York at Stony Brook's campus

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 ("the university") seeks to use approximately 11.5 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 state university trustees are authorized and empowered, without any public bidding, to lease and otherwise contract to make available to Stony Brook Southampton Housing Development Corp., a not-for-profit (ground lessee), a portion of the lands of the university 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

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

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subject of such lease or contract and any improvements thereon shall revert to the state university of New York on the expiration of such contract or lease.

§ 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 deemed public work and 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 to the ground lessee or any subsidiary 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 as provided under article 14 of the civil service law. All positions currently at the state university of New York in the unclassified service shall remain in the unclassified service. No services or work on the property described in this act currently performed by public employees at the time of the effective date of this act, or that is similar in scope and nature to the work being currently performed by public employees at the time of the effective date of this act, shall be contracted out or privatized by the state university of New York. The state university of New York acknowledges its obligations as an employer under the civil service law and agrees that it will not exercise its right to contract out for goods and services under any applicable collective bargaining agreement.

§ 6. 1. The provisions of this section shall only apply to employees in the unclassified service at the state university of New York.

2. Notwithstanding any law, rule or regulation to the contrary, the state university of New York or an affiliated or associated entity of the state university of New York shall not contract out to the ground lessee or any subsidiary of the ground lessee or the research foundation for the state university of New York for any services or privatize any services currently being performed by employees in the unclassified service at the state university of New York at Stony brook. All such

functions and services currently performed by employees in unclassified service shall be performed by employees in the unclassified service.

3. Nothing in this act relating to the lease of property to private entities for the development, construction, or operation of facilities 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 or provisions of article 14 of the civil service law. The state university of New York and the state of New York acknowledge their obligations as an employer and agree that they will not exercise their right to contract out for services under any applicable collective bargaining agreement.

§ 7. For the purposes of this act:

(a) "project" shall mean work at the property authorized by this act to be leased to the ground lessee as described in section thirteen 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.

§ 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, and 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. Notwithstanding the provisions of any general, special, or local law or judicial decision to the contrary, the ground lessee shall require the use of a project labor agreement, as defined in subdivision 1 of section 222 of the labor law, for all contractors and subcontractors on the project, consistent with paragraph (a) of subdivision 2 of section 222 of the labor law.

§ 10. 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.

§ 11. 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.

§ 12. 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.

§ 13. The property authorized by this act to be leased to the ground lessee is generally described as that parcel of real property with improvements thereon consisting of a total of approximately 11.5 acres of land situated on the Southampton 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:

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 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. Subject to all existing easements and restrictions of record.

§ 14. 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.

§ 15. 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.

§ 16. This act shall take effect immediately.