

# STATE OF NEW YORK

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8731

## IN SENATE

March 5, 2024

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

AN ACT authorizing the lease of certain lands located at the State University of New York at Stony Brook

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 a historic  
2 windmill is located on the Southampton campus of the state university of  
3 New York at Stony Brook ("Stony Brook").

4 The Windmill was constructed in 1714 and has been at its current  
5 location in Shinnecock Hills since 1888, when it was saved from  
6 destruction from its location in the Village of Southampton by Janet  
7 Hoyt, the wife of William Hoyt, the builder of the Shinnecock Inn. Janet  
8 Hoyt, together with Samuel Parrish, founded the Summer School of Art. It  
9 is the only windmill of three in Southampton Village that survived. It  
10 has been in its current location for 136 years.

11 In the summer of 1957, Tennessee Williams resided there when he wrote  
12 the play "The Day on Which a Man Dies" about the death of his friend  
13 Jackson Pollock. The Library Association of America officially design-  
14 nated the Windmill, at its current location, as a literary landmark in  
15 2013.

16 In 1963, when Long Island University established Southampton College,  
17 the Windmill became the symbol of the new campus. The Windmill is  
18 beloved by thousands of former students, faculty, and administrators who  
19 rightly associate it with the very identity of the school. The College  
20 newspaper was aptly named "The Windmill". The Windmill has been on  
21 everything related to the college including sports uniforms, yearbooks,  
22 apparel, and assorted memorabilia.

23 In 2006, Stony Brook University acquired the campus and has continued  
24 the legacy of providing quality education to the residents of eastern  
25 Long Island. In 2009, Stony Brook led the effort to rehabilitate the  
26 Windmill. The Windmill and the adjacent water view quad have been in  
27 continuous use hosting innumerable events, readings, receptions, orien-  
28 tations, celebrations, workshops, and fundraising dinners. The annual

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

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1 Windmill Lighting during the holiday season continues to be an East End  
2 tradition.

3 The current president of Stony Brook University recently stated that  
4 "the Stony Brook University campus community is proud to be the caretak-  
5 er of the Windmill, a cherished historical icon that has existed in its  
6 current location for over a century".

7 However, in recent years, the Windmill has fallen into disrepair due  
8 to lack of maintenance and was condemned by the New York State fire  
9 marshal in 2023. It is imperative that this historic structure be reha-  
10 bilitated and restored so that it can continue to be the "cherished  
11 historical icon" and symbol of the Southampton campus.

12 The legislature further finds that the best alternative to secure the  
13 future of the Windmill is through a partnership with the town of South-  
14 ampton by providing funds for the rehabilitation and restoration of the  
15 Windmill through the town community preservation fund. To accomplish  
16 this partnership the legislature further finds that granting the trus-  
17 tees of the State University of New York ("trustees") the authority and  
18 power to lease and otherwise contract with the Town of Southampton to  
19 make available certain grounds and facilities of Stony Brook's campus  
20 will best affect this partnership for the benefit of Stony Brook, the  
21 surrounding community, and the general public.

22 § 2. Notwithstanding any other law to the contrary, the state univer-  
23 sity trustees are hereby authorized and empowered, without any public  
24 bidding, to lease and otherwise contract to make available to the town  
25 of Southampton, a municipal corporation (the "ground lessee"), a portion  
26 of the lands of the university on its Southampton campus, generally  
27 described in this act for the purpose of rehabilitating and restoring  
28 the historic Windmill located on such campus. Such lease or contract  
29 shall be for a period not exceeding 100 years without any fee simple  
30 conveyance and otherwise upon terms and conditions determined by such  
31 trustees, subject to the approval of the director of the division of the  
32 budget, the attorney general and the state comptroller. If the real  
33 property that is the subject of such lease or contract shall cease to be  
34 used for the purpose described in this act, such lease or contract shall  
35 immediately terminate, and the real property and any improvements there-  
36 on shall revert to the state university of New York. Any lease or  
37 contract entered into pursuant to this act shall provide that the real  
38 property that is the subject of such lease or contract and any improve-  
39 ments thereon shall revert to the state university of New York on the  
40 expiration of such contract or lease.

41 § 3. Any contract or lease entered into pursuant to this act shall be  
42 deemed to be a state contract for purposes of article 15-A of the execu-  
43 tive law, and any contractor, subcontractor, lessee or sublessee enter-  
44 ing into such contract or lease for the construction, demolition, recon-  
45 struction, excavation, rehabilitation, repair, renovation, alteration or  
46 improvement authorized pursuant to this act shall be deemed a state  
47 agency for the purposes of article 15-A of the executive law and subject  
48 to the provisions of such article.

49 § 4. Notwithstanding any general, special or local law or judicial  
50 decision to the contrary, all work performed on a project authorized by  
51 this act where all or any portion thereof involves a lease or agreement  
52 for construction, demolition, reconstruction, excavation, rehabili-  
53 tation, repair, renovation, alteration or improvement shall be subject  
54 to and performed in accordance with the provisions of article 8 of the  
55 labor law to the same extent and in the same manner as a contract of the  
56 state.

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

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

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

24     § 8. The property authorized by this act to be leased to the ground  
25 lessee is generally described as not more than 5 acres of land situated  
26 on the Southampton campus of the state university of New York at Stony  
27 Brook, which shall include the lands on which the Windmill is located  
28 subject to all existing easements and restrictions of record.

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

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

35     § 11. This act shall take effect immediately.