

Board of Trustees
Special Session Agenda

August 3, 2021

3:30PM

Call to Order:

Present:

Pledge of Allegiance: Mayor Warren

There will not be a Public Comment Period on the Agenda for this Special Meeting.

Resolutions:

RESOLVED, the Board of Trustees approves the stipulation of settlement agreement between Stott Architecture, P.C. and Village of Southampton, with an effective date of August 3, 2021 and authorizes Mayor or designee to sign proposed settlement.

Motion to Adjourn: ____/____/____. ____ pm

VILLAGE OF SOUTHAMPTON
PUBLIC NOTICE
THE BOARD OF TRUSTEES WILL
HOLD A SPECIAL VILLAGE BOARD MEETING
ON TUESDAY, AUGUST 3, 2021
AT 3:30 PM

The Village of Southampton Board of Trustees Special Meeting is scheduled for Tuesday, August 3, 2021.

There will be no public comment during this special meeting.

Dated: August 2, 2021

Charlene Kagel-Betts, CPA, CGMA
Village Administrator

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF SUFFOLK

STOTT ARCHITECTURE, P.C.,

Plaintiff,

-against-

VILLAGE OF SOUTHAMPTON,

Defendant.

**STIPULATION OF
SETTLEMENT**

Index No. 623330/2017

WHEREAS, an action was commenced by Plaintiff, Stott Architecture, P.C. (hereinafter "Stott") against Defendant, Village of Southampton (hereinafter "Village") for breach of contract and unjust enrichment; and

WHEREAS, Stott and the Village desire to amicably resolve and settle all matters of controversy, disputes, causes of action, claims, contentions and differences between each other, and/or any of the Village's officers, agents, employees or Board members including those claims asserted in said pending action, without the admission of liability and to avoid the expense and inconvenience of further litigation; and

WHEREAS, (i) the parties consulted with legal counsel of their choice; (ii) have been given a reasonable period within which to consider this Stipulation of Settlement and General Release; and (iii) understand that in executing this general release they are giving up any and all rights and claims which they may have had in law or in equity, and/or the common law of the State of New York, and/or any and all other federal, state, county or local statutes, laws, rules, regulations and causes of action including claims under tort law,



which were or could have been alleged in connection with the facts alleged in the Complaint herein;

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the parties agree and covenant as follows;

1. The above recitations of facts and circumstances set forth in all of the preceding "Whereas" clauses are expressly incorporated herein and form a part of the terms of this Agreement.

2. Neither Stott nor the Village admit, and specifically deny any liability, wrongdoing or violation of any law, statute, regulation, agreement or policy, and/or breach of contract and are entering into this Agreement solely for the purpose of (a) amicably resolving any and all matters in controversy, disputes, causes of action, claims, contentions and differences of any kind whatsoever between the Village and Stott and (b) avoiding the attorneys' fees and other expenses that will result from further litigation.

3. In return for payment by the Village of \$75,000.00, Stott agrees to discontinue the above-referenced action with prejudice and without costs to any party and shall cause an authorized representative to execute a Stipulation of Discontinuance of the above captioned action with prejudice, contemporaneously with the within Stipulation of Settlement. Stott hereby agrees that it is solely responsible for any and all taxes due, to the extent any taxes may be owed on the monies paid pursuant to this Agreement. The Village shall remit payment to Stott within 30 days of the full execution of this Agreement. Said payment

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shall be made payable to "Kushnick Pallaci PLLC as attorneys for Stott Architecture, P.C."

4. Stott expressly understands and agrees that the payment to and benefits received by it pursuant to this Agreement shall be in lieu of any and all other amounts to which it, or its representatives, agents and/or consultants might be entitled from the Village either at law or in equity.

5. Stott further agrees that as part of the consideration it is providing for the settlement for the above captioned action, it shall indemnify, defend and hold harmless Village and each of its respective Boards, shareholders, directors, affiliates, employees, officers, heirs, executors, successors and/or assigns from and against any and all liabilities, obligations, damages, losses, claims, encumbrances, costs or expenses (including reasonable attorneys' fees) of any nature, whether absolute, contingent or otherwise, and whether arising at law or in equity (any or all of the foregoing herein referred to as a "Loss"), incurred by the Village as a result of any claim brought after the date of this Stipulation of Settlement and made by a subcontractor that performed work on this project and was not paid by Stott. This obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity that would otherwise exist as to any party or person described in this paragraph. The Village and Stott represent that neither of them is currently aware of any open claim that has been made against the Village by any Stott subcontractor.

6. Stott, for and in consideration of the payment made by the Village , as set forth

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herein and other good and valuable consideration, hereby releases and forever discharges the Village, its employees, officers, agents, consultants, or third parties or other entities/individuals acting on its behalf of and from all actions, causes of action, suits, charges, complaints, grievances, obligations, costs, losses, damages, injuries, attorneys' fees, debts, dues, controversies, agreements and promises of any form whatsoever (collectively referred to as "claims") including, but not limited to, any claims in law, equity, contract, tort, which were or could have been alleged by it in connection with its agreement with the Village, or any claims arising under any and all federal, state, county or local statutes, laws, rules and regulations, as well as any and all claims under state or federal contract or tort law against the Village, its employees, officers, agents, consultants, third parties or other entities or individuals acting on its behalf, whether known or unknown, unforeseen, unanticipated, unsuspected or latent which it, its successors and/or assigns ever had, now have or hereafter can, shall or may have for, upon or by reason of any matter, cause or thing whatsoever from the beginning of the world.

7. The Village, for and in consideration of the discontinuance of the above-referenced action, as set forth herein and other good and valuable consideration, hereby releases and forever discharges Stott, its employees, officers, agents, consultants, or third parties or other entities/individuals acting on its behalf of and from all actions, causes of action, suits, charges, complaints, grievances, obligations, costs, losses, damages, injuries, attorneys' fees, debts, dues, controversies, agreements and promises of any form

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whatsoever (collectively referred to as "claims") including, but not limited to, any claims in law, equity, contract, tort, which were or could have been alleged by it in connection with its agreement with Stott, or any claims arising under any and all federal, state, county or local statutes, laws, rules and regulations, as well as any and all claims under state or federal contract or tort law against Stott, its employees, officers, agents, consultants, third parties or other entities or individuals acting on its behalf, whether known or unknown, unforeseen, unanticipated, unsuspected or latent which it, its successors and/or assigns ever had, now have or hereafter can, shall or may have for, upon or by reason of any matter, cause or thing whatsoever from the beginning of the world.

8. Both parties represent and acknowledge that no representation, statement, promise, inducement, threat or suggestion has been made by the other party, or other individuals acting on its behalf, to influence it to sign this Agreement except such statements as are expressly set forth herein.

9. Stott acknowledges and agrees that it has been given this Agreement, that it has consulted with and fully discussed the terms of this Agreement with legal counsel of its own choosing and that it has fully reviewed with legal counsel the claims and rights which are being released and its obligations under this Agreement. Stott further acknowledges and agrees that, in deciding to execute this Agreement, it and its representatives have had the opportunity to ask any questions that it/they/he/she may have of, anyone, including legal counsel, and that its authorized representative has executed this Agreement freely and

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voluntarily, and with full and complete understanding of its terms and effects.

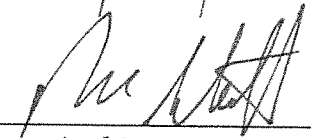
10. The parties acknowledge that this Agreement represents the full, final and complete resolution of this matter, so that this Agreement supersedes all prior agreements, written or oral, if any, between the parties.

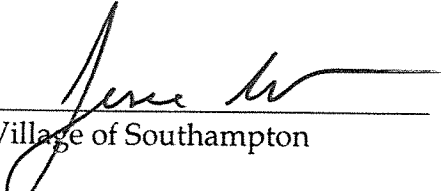
11. The signatories hereto represent that they have the authority of the party for whom they are signing to enter into this agreement.

12. This Agreement may not be changed except by an instrument in writing signed by the parties.

Dated: 7/26/21

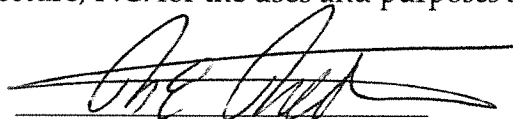
Dated: 8/3/21

By: 
Stott Architecture, P.C.

By: 
Village of Southampton

STATE OF NEW YORK)
COUNTY OF Suffolk) ss.

On this 26th day of July, 2021, before me personally appeared Richard Speltz who being by me duly sworn did depose and say that he is owner of Stott Architecture, P.C., the professional corporation named in the foregoing instrument, that he/she executed the foregoing instrument on behalf of the corporation with full authority from Stott Architecture, P.C., and that he/she executed the foregoing instrument on behalf of Stott Architecture, P.C. for the uses and purposes set forth herein.


Notary Public

RONALD E REATHERFORD
Notary Public-State of New York
NO. 01RE6207490
Qualified in Suffolk County
My Commission Expires Jun 15, 2025

STATE OF NEW YORK)
COUNTY OF SUFFOLK)

On this 3rd day of August, 2021, before me personally appeared Jesse Warren, who being by me duly sworn did depose and say that he is the Mayor for the Village of Southampton, that he executed the foregoing instrument on behalf of the Village of Southampton with full authority to do so, that he executed the foregoing instrument on behalf of the Village of Southampton for the uses and purposes set forth herein.

Victoria Beers
Notary Public

VICTORIA BEERS
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01BE6370402
Qualified in Suffolk County
Commission Expires January 29, 20 22

