



Board of County Commissioners

Resolution No. 2021 – 072

Administrative Committee

RESOLUTION AUTHORIZING RELEASE AND SETTLEMENT OF LITIGATION CAPTIONED CHANCE & McCANN v SALEM COUNTY, DOCKET NO.: SLM-L-58-20

WHEREAS, the County of Salem was named as a Defendant in a suit brought by Plaintiff Chance & McCann in the Superior Court of New Jersey, Salem County-Law Division under Docket Number SLM-L-58-20; and

WHEREAS, on January 21, 2021 the parties attended a mediation as per Rules of the Court at which time the parties reached a tentative settlement of said claim for the sum of \$26,500.00, pending approval by the Salem County Board of Commissioners.

NOW THEREFORE, BE IT RESOLVED, that the Salem County Board of County Commissioners of the County of Salem hereby approves and authorizes the formal settlement under Docket Number SLM-L-58-20 for the sum of \$26,500.00 and further authorizes County Counsel to sign any documents as necessary to effectuate said settlement.

[Signature of R. Scott Griscom]
R. Scott Griscom, Deputy Director of the Board of County Commissioners

I hereby certify the foregoing to be a true resolution adopted by the Salem County Board of County Commissioners at its annual reorganization meeting held on February 3, 2021.

[Signature of Stacy L. Pennington]
STACY L. PENNINGTON
Clerk of the Board

RECORD OF VOTE

Table with 7 columns: COMMISSIONER, RESOLUTION MOVED, RESOLUTION SECOND, AYE, NAY, ABSTAIN, ABSENT. Rows include G. Ostrum, Jr., E. Ramsay, L. Ware, R.S. Griscom, and B. Laury.

✓ Indicates Vote

Department Initials \_

## RELEASE

This Release, dated 08.22.2021, is given BY the Releasor(s), Chance & McCann, LLC, referred to as "I", to the Releasee(s), County of Salem for the sum of \$26,500.00 DOLLARS; referred to as "You". If more than one person signs this Release, "I" shall mean each person who signs this Release.

**1. Release.** I release and give up any and all claims and rights which I may have against You. This releases all claims, including those of which I am not aware and those not mentioned in this Release. This Release applies to claims resulting from anything which has happened up to now. I specifically release the following claims: attorney fees and costs which gave rise to a lawsuit commenced in the Superior Court of New Jersey Law Division, Salem County, under Docket No. SLM-L-000058-20. This Release is given to You for any and all claims set forth in the action pending in the Superior Court of New Jersey, Law Division, Salem County, under Docket No. SLM-L-000058-20, which shall simultaneously be dismissed, with prejudice, as part of the consideration of this Release.

It is expressly understood and agreed that the acceptance of \$ 26,500.00 for any and all claims for attorney fees and costs.

I agree as a further consideration and inducement for this settlement that it shall apply to all unknown and unanticipated damages resulting from the accident, casualty or event, including any claim for wrongful death, as well as to those now disclosed.

I further agree to indemnify and hold You harmless from any and all attorney's fees and costs incurred as a result of any litigation arising out of this injury.

**2. Payment.** I have been paid a total of \$26,500.00 in full payment for making this Release. I agree that I will not seek anything further including any other payment.

**3. Who Is Bound.** I am bound by this Release. Anyone who succeeds to my rights and responsibilities, such as my heirs or the executor of my estate, is also bound. This Release is made for your benefit and all who succeed to your rights and responsibilities, such as your heirs or the executor of your estate.

4. **Signatures.** I understand and agree to the terms of this Release. If this Release is made by a corporation, its proper corporate officers sign and its corporate seal is affixed.

WITNESSED OR ATTESTED BY:

Barbara McGowan  
Witness

[Signature]

I certify that on 11/22, 2021, Kevin McCann personally came before me and acknowledged under oath, to my satisfaction, that this person (or if more than one, each person):

- (a) is named in and personally signed this documents; and
- (b) signed, sealed and delivered this document as his or her act and deed.

[Signature]  
Notary Public  
Gwendaly Dones  
A Notary Public of New Jersey  
My Commission Expires March 7, 2022