

MINUTES

York Township Board of Trustees SPECIAL JOINT MEETING – MEDINA COUNTY TOWNSHIPS Thursday, July 29, 2021

The York Township Board of Trustees met in special session at 6:00 p.m. on Thursday, July 29, 2021. Notice of this meeting was given consistent with Ohio Revised Code section 121.22 and the Township's public body rule.

The meeting was called to order at 6:05 p.m.

Members present: Trustee Monroe and Trustee Pavlick

Trustee Monroe, made a motion to recess into executive session for the purpose of a conference with legal counsel, Medina County Prosecutor, Forrest Thompson, and other Medina County Township Trustees regarding pending litigation. Second to the motion was made by Trustee Pavlick. The Roll Call vote was as follows: Trustee Monroe, yes; Trustee Pavlick, yes.

Executive Session was had from 6:17 p.m. until 7:34 p.m. when the special meeting was resumed.

Trustee Monroe made a motion to approve York Township's participation in the July 21, 2021 Opioid Distributor Settlement under the terms of the July 28, 2021 OneOhio MOU, in a form approved by the Medina County Prosecutor's Office. Second to the motion was made by Trustee Pavlick, with all voting in favor, motion passed.

Special meeting Adjourned at 7:44 p.m.

Approved: Margaret Russell
Margaret Russell, Fiscal Officer

Rick Monroe
Rick Monroe, Trustee

Date Approved: 8/26/21

William Pavlick
William Pavlick, Trustee

Absent / Abstain
Todd Zieja, Trustee

The Board of Trustees of York Township, Ohio, met in regular session on August 26, 2021, commencing at 6:30 pm, at the York Township Town Hall, 6609 Norwalk Road, Medina, Ohio 44256 with the following members present:

Richard Monroe William Pavlick Todd A. Zieja

The Fiscal Officer advised the Board that the notice requirements of Section 121.22 of the Revised Code and the implementing rules adopted by the Board pursuant thereto were complied with for the meeting.

Pavlick moved the adoption of the following Resolution:

RESOLUTION NO. #21-08-02

A RESOLUTION TO ACCEPT THE MATERIAL TERMS OF THE ONE OHIO SUBDIVISION SETTLEMENT PURSUANT TO THE ONE OHIO MEMORANDUM OF UNDERSTANDING AND CONSISTENT WITH THE TERMS OF THE JULY 21, 2021 NATIONAL OPIOID SETTLEMENT AGREEMENT

WHEREAS, York Township is a political subdivision of the State of Ohio formed and organized pursuant to the Constitution and laws of the State of Ohio; and

WHEREAS, the people of the State of Ohio and its communities have been harmed by misfeasance, nonfeasance and malfeasance committed by certain entities within the Opioid Pharmaceutical Supply Chain; and

WHEREAS, the State of Ohio, through its Attorney General, and certain Local Governments, through their elected representatives and counsel, are separately engaged in litigation seeking to hold Opioid Pharmaceutical Supply Chain Participants accountable for the damage caused by their misfeasance, nonfeasance and malfeasance; and

WHEREAS, the State of Ohio, through its Governor and Attorney General, and its Local Governments share a common desire to abate and alleviate the impacts of that misfeasance, nonfeasance and malfeasance throughout the State of Ohio; and

WHEREAS, York Township approves of the One Ohio Memorandum of Understanding (“MOU”) relating to the allocation and the use of the proceeds of any potential settlements described; and

WHEREAS a settlement proposal is being presented to the State of Ohio and Local Governments by distributors AmerisourceBergen, Cardinal, and McKesson (collectively the “Settling Distributors) to resolve governmental entity claims in the State of Ohio using the structure of the One Ohio MOU and consistent with the material terms of the July 21, 2021 National Opioid Distributor Settlement Agreement; and

WHEREAS, the York Township Board of Trustee (“[Board]”), at a special meeting held on July 29, 2021, adopted a motion to approve participation in the July 21, 2021 Opioid Distributor Settlement under the terms of the July 28, 2021 One Ohio MOU, in a form approved by the Medina County Prosecutor’s Office; and

NOW, THEREFORE, BE IT RESOLVED by the Board of Trustees of York Township, Medina County, Ohio, that:

Section 1. York Township hereby reaffirms its participation in the July 21, 2021 Opioid Distributor Settlement under the terms of the July 28, 2021 One Ohio MOU, and ratifies the attached One Ohio Subdivision Participation Form.

Section 2. The Township Fiscal Officer is further authorized and directed to deliver a certified copy of this resolution to the Medina County Prosecuting Attorney.

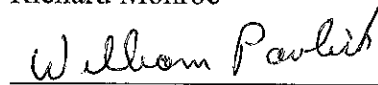
Section 3. It is hereby found and determined that all formal actions of this Board and of any of its committees concerning and relating to the adoption of this Resolution were adopted in an open meeting of this Board or committees, and that all deliberations of this Board and of any of its committees that resulted in such formal actions were in meetings open to the public, in compliance with the law.


Section 4. This Resolution shall be in full force and effect from and immediately after its adoption.

Zieja seconded the motion.

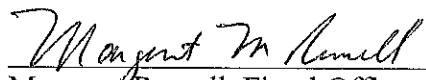
Upon roll call on the adoption of the Resolution, the vote was as follows:


Richard Monroe


William Pavlick


Todd A. Zieja

Adopted the 26 day of August, 2021

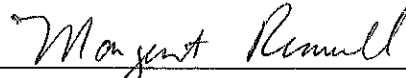

Margaret Russell, Fiscal Officer
York Township
Medina County, Ohio

FISCAL OFFICER'S CERTIFICATION

The State of Ohio, Medina County, ss.

I, Margaret Russell, Fiscal Officer of York Township do hereby certify that the foregoing is taken and copied from the Record of the Proceedings of said meeting; that the same has been compared by me with the Resolution on said Record and that it is a true and correct copy thereof.

Witness my signature this 26 day of August, 2021.



Margaret Russell, Fiscal Officer, York Township
Medina County, Ohio

OneOhio Subdivision Participation Form

Governmental Entity: <i>York Township</i>	State: <i>Ohio</i>
Authorized Official: <i>Richard Monroe, Trustee and/or William Pavlick, Trustee and/or Todd A. Zieja, Trustee</i>	
Address 1: <i>6609 Norwalk Road</i>	
Address 2:	
City, State, Zip: <i>Medina, Ohio 44256</i>	
Phone: <i>(330) 722-0185</i>	
Email: <i>rmonroe@yorktwp.org; bpavlick@yorktwp.org; tzieja@yorktwp.org</i>	

The governmental entity identified above ("*Governmental Entity*"), in order to obtain and in consideration for the benefits provided to the Governmental Entity consistent with the material terms of the National Settlement Agreement dated July 21, 2021 ("*National Distributor Settlement*"), and acting through the undersigned authorized official, hereby elects to participate in the material terms of the National Settlement Agreement Distributor Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the National Distributor Settlement, understands that all terms in this Participation Form have the meanings defined therein, and agrees that by signing this Participation Form, the Governmental Entity elects to participate consistent with the material terms of the National Distributor Settlement and become a Participating Subdivision as provided therein pursuant to the terms of the final OneOhio Memorandum of Understanding dated July 28, 2021.
2. The Governmental Entity's election to participate is specifically conditioned on participation by 95% or more of the Litigating Subdivisions in Ohio. Should less than 95% of the Litigating Subdivisions in Ohio participate, this election shall be deemed void and no claims shall be released.
3. The Governmental Entity shall, prior to the filing of the Consent Judgment, secure the dismissal with prejudice of any Released Claims that it has filed.
4. The Governmental Entity agrees to the material terms of the National Distributor Settlement pertaining to Subdivisions as defined therein.
5. By agreeing to the material terms of the National Distributor Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
6. The Governmental Entity agrees to use any monies it receives through the material terms of the National Distributor Settlement solely for the purposes provided therein.

7. The Governmental Entity submits to the jurisdiction of the Madison County Court of Common Pleas where the Consent Judgment is filed for purposes limited to the court's role as provided in, and for resolving disputes to the extent provided in, the material terms of the National Distributor Settlement Agreement. If the National Distributor Settlement is finalized, the Governmental Entity likewise agrees to arbitrate before the National Arbitration Panel as provided in, and for resolving disputes to the extent otherwise provided in the National Distributor Settlement.
8. The Governmental Entity has the right to enforce the material terms of the National Distributor Settlement as provided therein.
9. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the material terms of the National Distributor Settlement, including, but not limited to, all provisions of Part XI, and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the material terms of the National Distributor Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The material terms of National Distributor Settlement shall be a complete bar to any Released Claim.
10. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision consistent with the material terms of the National Distributor Settlement.
11. In connection with the releases provided for in the material terms of the National Distributor Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

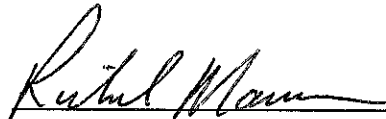
General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release, and that if known by

him or her would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the material terms of the National Distributor Settlement.

12. Nothing herein is intended to modify in any way the terms of the material terms of the National Distributor Settlement to which Governmental Entity hereby agrees, with the exception of the requisite Litigating Government participation level. If the National Settlement becomes effective by July 1, 2022 its terms will supersede the terms of the Ohio Settlement Agreement and will control with regard to all provisions except for Dismissal of Claims as set forth in the Ohio Settlement Agreement. If it is not effective by July 1, 2022, the Ohio Specific Distributor Settlement will control. To the extent this Participation Form is interpreted differently from the Ohio Specific Distributor Settlement in any respect, the Ohio Specific Distributor Settlement controls.

I have all necessary power and authorization to execute this Participation Form on behalf of the Governmental Entity and have been afforded the opportunity to review this matter with counsel.



Richard Monroe, Trustee



William Pavlick, Trustee



Todd Zieja, Trustee

Date: 8/10/2021