



BELLBROOK CITY COUNCIL AGENDA
August 9, 2021

City of Bellbrook
15 E. Franklin Street
Bellbrook, Ohio 45305

T (937) 848-4666
F (937) 848-5190

www.cityofbellbrook.org

7:00 pm-Regular Meeting

1. Call to Order
2. Pledge of Allegiance
3. Roll Call
4. Approval of the minutes of the July 26 meeting
5. Mayor's Announcements and Special Guest
 - Beautification Awards – Presented by Rob and Michelle Johnson
6. Public Hearing of Ordinances - none
7. Introduction of Ordinances - none
8. Resolutions
 - **Resolution 2021-AA** An Emergency Resolution by Bellbrook City Council to Accept the Material Terms of The OneOhio Subdivision Settlement Pursuant to The OneOhio Memorandum of Understanding and Consistent with the Terms of the July 21, 2021, National Opioid Settlement Agreement (**Havens**)
9. Old Business
10. New Business
11. City Manager Report
12. Committee Reports
 - A. Service
 - B. Safety
 - C. Finance/Audit
 - D. Community Affairs – opening on the Records Commission
13. Clerk's Update
14. Open Discussion
15. Public Comment
16. Adjournment

Future Agenda Items (dates are subject to change)

- October 11 – 6pm Budget Work Session– Administration & Service Departments
- October 25 - 6pm Budget Work Session– Police & Fire Departments
- November 8 – 6pm Budget Work Session– Capital Improvement Plan

- November 22 – Introduction of 2022 Budget Ordinance
- December 13 - Public Hearing of 2022 Budget Ordinance

RECORD OF PROCEEDINGS

Minutes of Bellbrook City Council Work Session and Regular Meeting
July 26, 2021

PRESENT: TJ Hoke
Ernie Havens
Dr. Van Veldhuizen
Forrest Greenwood
Elaine Middlestetter (arrived at 6:20)
Mayor Mike Schweller

ALSO PRESENT: City Manager Melissa Dodd, Russ Gatermann from Terracon Consultants

WORK SESSION

Mayor Schweller called the work session to order at 6:00 pm.

ROLL CALL

Mr. Hoke, yes; Mr. Havens, yes; Dr. Van Veldhuizen; Mr. Greenwood, yes; Mrs. Middlestetter, yes; Mayor Schweller, yes.

Mr. Greenwood made a motion to excuse Mrs. Middlestetter from the work session. Mr. Havens seconded the motion. The Clerk called the roll. Mr. Greenwood, yes; Mr. Havens, yes; Mr. Hoke, yes; Dr. Van Veldhuizen, yes; Mayor Schweller, yes. The motion passed 5-0.

Mrs. Dodd gave a short history of this project on Little Sugarcreek Road. In March the City contracted these borings to determine the condition of the road. Terracon was contracted to do the work. Tonight's work session is the result of their research.

Mr. Gatermann introduced himself as a Geotechnical Engineer with Terracon Consultants. He presented Council with the findings from the Geotechnical Engineering Report. The report presented the findings of the subsurface exploration and provides a conceptual discussion regarding options for slope stabilization and a pedestrian walkway as well as preliminary designs for drilled shaft retaining walls. The field work consisted of 10 test borings along the northbound land spaced 250 to 350 feet apart. The test borings went 17 to 30 feet deep all terminating in bedrock. The depth of the bedrock is important for purewall design.

Mr. Gatermann presented options including:

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- Do nothing – not recommended
- Short retaining structures – not recommended as these would not address deeper slides
- Earthwork – not recommended as they can be very expensive especially considering the geometry of the area
- Soil Nail Stabilization – large nails are drilled into the slope to hold it back. These likely would not work with a sidewalk along the road.
- Drilled Pier Retaining Wall – recommended due to effectiveness and ability to include a sidewalk.

Mr. Hoke asked if Mr. Gatermann had noticed any localized drainage issues from the neighborhood to the west of the road. Mr. Gatermann said he did not notice anything like that. He believed he could be able to see the water flow if it continually flowed over the road.

Mr. Gatermann explained the Soil Nail solution. This is best when working with an existing road but would not be good if the City wants to add a sidewalk.

The Mayor asked if the road has moved since the 2019 slip. Mr. Gatermann answered that it did not look like it had slipped further. Mrs. Dodd added that there is a device in place to measure slippage, but it is very costly to have a reading done.

Mr. Havens suggested taking a reading twice a year to determine changes. Mr. Gatermann said there is usually evidence by cracking and patching.

Mr. Hoke asked if there was a factor for determining the difference in cost between soil nails and the retaining wall. Mr. Gatermann estimated a cost between \$100,000 to \$200,000 per 100 feet of road.

Mrs. Dodd reminded everyone that the original recommendation from LJB was for the drilled pier wall solution. That report is available on the City website. Mr. Gatermann added that the LJB estimate was made based on an area where the bedrock is the shallowest so it is probably low.

Mr. Gatermann explained that Terracon's solutions were prioritized including that the project will be undertaken in segments targeting the areas most prone to landslide movement first.

Mayor Schweller asked what the next steps are. Mr. Gatermann said the City now has good information to make informed choices. To save money the City could wait and see what happens. But there is a risk that something drastic could happen and there would be an emergency situation.

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Mr. Havens asked if heavy traffic could impact the road. Mr. Gatermann responded that it would have to be very heavy vehicles such as ones used in construction to damage the road.

Council thanked Mr. Gatermann and Terracon for the report.

Dr. Van Veldhuizen made a motion to adjourn the work session. Mr. Hoke seconded the motion. All were in favor. The work session adjourned at 6:50 p.m.

REGULAR MEETING

Mayor Schweller called the regular meeting to order at 7:00 pm.

ROLL CALL

Mr. Hoke, yes; Mr. Havens, yes; Dr. Van Veldhuizen; Mr. Greenwood, yes; Mrs. Middlestetter, yes; Mayor Schweller, yes.

APPROVAL OF MINUTES

Mayor Schweller asked if anyone had any comments or corrections to the minutes of July 12. Hearing none he declared the minutes approved.

MAYOR'S ANNOUNCEMENTS

Mayor Schweller began by explaining that this would be Melissa Dodd's last meeting as the City Manager. Her last day of employment with the City will be Friday July 30.

The search for a new City Manager is well under way and Council hoped to report back soon with the next City Manager. He explained that Melissa was the third City Manager for Bellbrook.

He thanked Melissa for the work she has done over the past three plus years that benefit Bellbrook and the greater Bellbrook-Sugarcreek community. Melissa started with Bellbrook in April 2018, and one of the initial goals she was given was to focus on the revitalization of the downtown area. This was a real strength of Melissa and she took the ball and ran with it.

To name a few of her accomplishments:

- She started off with bike rack and park benches,

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- She applied for and received in excess of \$350,000 in grant funding for pedestrian improvements in downtown Bellbrook,
- She directed the creation of four little free libraries,
- She worked with our Service Department to stripe the downtown streets to improve parking,
- She was instrumental in closing off the drive in front of the dairy shed,
- She led the charge and completed the update to the comprehensive plan and most recently,
- She received Greene county funding for 75% of our Streetscape Plan project.

He also said he would be remiss if we didn't mention one of the biggest successes for both the City and Melissa came after the tremendous rains on March 20, 2020 that washed out the North Belleview bridge. The rains were classified as a 200-year storm. Initially it looked like the repairs would cost approximately \$400,000. Through Melissa's hard work, the city applied for and obtained \$325,000, or 80% of the total project costs, from the Ohio Public Works Commission Emergency Program. The application window was limited, and the requests were numerous. This was in fact a big win for Bellbrook.

Mayor Schweller also said that although she was only here a short time, she left a big footprint. He and all of Council thanked her for all she has done to benefit the City of Bellbrook.

Mr. Hoke mentioned the many challenges the Mrs. Dodd faced including COVID, landslides, Fire and Police Contracts and many more. He wished her all the best.

Mr. Havens also thanked her and commented that she has a very big heart.

Dr. Van Veldhuizen echoed all of those comments and wishes.

Mr. Greenwood expressed thanks and stated that her passion and drive would be missed.

Mrs. Middlestetter also expressed her thanks for how Mrs. Dodd faced her job and all challenges that arose.

PUBLIC HEARING OF ORDINANCES - none

INTRODUCTION OF ORDINANCES - none

RESOLUTIONS - none

OLD BUSINESS

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The City Manager provided an updated table showing the current status of the 2021 Council Goals. She reported that each of the Council Committees had met and been updated.

NEW BUSINESS - none

CITY MANAGER REPORT

Mrs. Dodd reported the following:

- Contract Employee for Zoning – Mrs. Dodd reported that she reached out to Greene County Regional Planning about the possibility of contracting a Zoning Assistant through the end of 2021. The lack of a Zoning Administrator has created a large increase in work for the remaining staff who now have to pick up this workload. This has to be the priority when a resident comes to the office or calls. Greene County Regional Planning Executive Committee met regarding contracting with them for assistance. They are also short staffed at this time which does not afford them the capacity to assist us.
- 2021 Paving Program – Milling began the week of July 12 and paving the week after. Knob Hill ended up being omitted from the paving list this year due to some of the other streets measuring slightly more.
- Cable Channel Update – The line move for the cable access channel is awaiting installation from Spectrum. The equipment has been ordered. This will require a supplemental appropriation in a future ordinance for approximately \$20,000 to cover all costs. This is necessary to keep us on the air and eligible to receive our annual cable franchise fees which equate to about \$105,000 per year.
- Quarterly Finance Update – Due to the finance software conversion some bugs are still being worked out. Due to this the quarterly finance update for this meeting is not ready.
- City Manager Transition –a detailed list of ongoing projects has been compiled which includes contact names and pertinent information. This will be left for the next City Manager.

COMMITTEE REPORTS

Service – Mr. Greenwood reported that the paving has been completed. He also explained that while the new gas pipeline is being installed the Service Department has been able to make repairs including a water main that was broken.

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Safety – Mr. Hoke reported that Council will be taking a tour of the Dispatch Center on August 18 at 12:30 PM.

Finance – Dr. Van Veldhuizen reported that the Committee met with the auditor. The audit was clean with no write-ups. They did recommend that the City delete the Capital Improvement Fund. Mayor Schweller explained that the money would become part of the General Fund. This would streamline processes for the City.

Community Affairs – Mrs. Middlestetter stated that the Committee will try to meet soon to interview the candidates for the openings on the Village Review Board and BZA-PRC.

CLERK'S REPORT

Future Agenda Items (dates are subject to change)

- August 9 - A Resolution Authorizing the City Manager to Enter into a Lease with Frygib, Inc. for Use of Wellfield Land Located on State Route 725
- August 9 - Beautification Awards
- October 11 – 6pm Budget Work Session– Administration & Service Departments
- October 25 - 6pm Budget Work Session– Police & Fire Departments
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COMMENTS

Mr. Greenwood again thanked Mrs. Dodd.

Mr. Havens echoed that and added that he is looking forward to the High School Football season.

Mr. Hoke also thanked the City Manager. He also gave a shout-out to all the parents of student athletes who work so hard.

Mrs. Middlestetter wished Mrs. Dodd all the best in her new job.

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Dr. Van Veldhuizen also thanked Mrs. Dodd for all her work as City Manager.

Mayor Schweller repeated the well wishes.

PUBLIC COMMENT

Louie Schatzberg, 4293 Alex Trail, wished Mrs. Dodd well and thanked her for all the hard work that mostly happens behind the scenes.

ADJOURNMENT TO EXECUTIVE SESSION

Mrs. Middlestetter made a motion to enter executive session at 7:28 PM. The motion was seconded by Dr. Van Veldhuizen. The Clerk called the roll. Mrs. Middlestetter, yes; Dr. Van Veldhuizen, yes; Mr. Havens, yes; Mr. Hoke, yes; Mr. Greenwood, yes; Mayor Schweller, yes. The motion passed 6-0.

ADJOURNMENT

Council exited executive session and the Mayor announced that there was no further business and adjourned the meeting at 8:30 PM.

Michael W. Schweller, Mayor

Pamela Timmons, Clerk of Council

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Resolution No. 2021-AA

August 9, 2021

CITY OF BELLBROOK, OHIO

RESOLUTION NO. 2021-AA

An Emergency Resolution by Bellbrook City Council to Accept the Material Terms of The OneOhio Subdivision Settlement Pursuant to The OneOhio Memorandum of Understanding and Consistent with the Terms of the July 21, 2021, National Opioid Settlement Agreement

WHEREAS, the City of Bellbrook, Ohio is a municipality 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, the State and its Local Governments, subject to completing formal documents effectuating the Parties Agreements, have drafted and the City of Bellbrook, Ohio has adopted, and hereby reaffirms its adoption of, a OneOhio Memorandum of Understanding (“MOU”) relating to the allocation and the use of the proceeds of any potential settlements described; and

WHEREAS, the MOU has been collaboratively drafted to maintain all individual claims while allowing the State and Local Governments to cooperate in exploring all possible means of resolution; and

WHEREAS, City Council understands that an additional purpose of the MOU is to create an effective means of distributing any potential settlement funds obtained under the MOU between the State of Ohio and Local Governments in a manner and means that would promote an effective and meaningful use of the funds in abating the opioid epidemic throughout Ohio, as well as to permit collaboration and

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explore earlier resolution of the Opioid Litigation against Opioid Pharmaceutical Supply Chain Participants; and

WHEREAS, nothing in the MOU binds any party to a specific outcome, but rather, any resolution under the MOU requires acceptance by the State of Ohio and the Local Governments; 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 OneOhio MOU and consistent with the material terms of the July 21, 2021 proposed National Opioid Distributor Settlement Agreement; and

WHEREAS, City Council wishes to agree to the material terms of the proposed National Opioid Distributor Settlement Agreement with the Settling Distributors (the “Proposed Settlement”):

NOW, THEREFORE, THE CITY OF BELLBROOK, HEREBY RESOLVES:

Section 1. That City Council hereby accepts the Proposed Settlement on behalf of the City of Bellbrook, pursuant to the terms of the OneOhio MOU.

Section 2. That it is found and determined that all formal actions of the City Council relating to the adoption of this Resolution were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements, including §121.22 of the Revised Code of the State of Ohio.

Section 3. This Resolution is hereby declared to be an emergency measure, necessary for the preservation of the public peace, health, welfare and safety of the City of Bellbrook. The reason for the emergency is to ensure prompt pursuit of funds to assist in abating the opioid epidemic throughout Ohio.

Section 4. This Resolution shall be in full force and effect immediately upon adoption.

PASSED this ____ day of _____, 2021.

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Resolution No. 2021-AA


August 9, 2021

Michael W. Schweller, Mayor

Pamela Timmons, Clerk of Council

MEMORANDUM

TO: Robert B. Schommer, City Manager

FROM: Stephen M. McHugh, Law Director 

DATE: August 4, 2021

RE: Proposed Ohio Specific Opioid Settlement with Opioid Distributors McKesson, Cardinal Health and AmerisourceBergen (the Big Three Distributors)

The purpose of this Memorandum is to provide you with information concerning the proposed opioid settlement agreement (the “OneOhio Agreement”) between the State of Ohio, Ohio political subdivisions, and the Big Three Distributors of opioids nationally.

Each Ohio political subdivision must determine whether to sign the OneOhio Participation Form (the “Participation Form”), attached, by Friday, August 13, 2021, in order to be included in the settlement. The Participation Form must be executed by the proper authority, signed, dated and returned to Coolidge Wall Co., L.P.A. by no later than the August 13, 2021 deadline. Coolidge Wall Co., L.P.A. will submit the Participation Form on your behalf.

I. Summary of Proposed OneOhio Settlement

Under the OneOhio Agreement, McKesson, Cardinal Health and AmerisourceBergen (“the Distributors”) will pay up to \$804,865,429 to the State of Ohio and its subdivisions over an 18-year period. Settlement proceeds under the OneOhio Agreement will be distributed according to the following allocation: 15% directly to the State of Ohio; 30% directly to subdivisions; and 55% to the OneOhio Foundation (to be utilized for the benefit of the subdivisions across the State of Ohio).

Most of the OhioOhio Agreement settlement proceeds will be restricted in use and specifically earmarked for abatement of the opioid epidemic. The OneOhio Agreement was developed in consultation with the nation’s leading public health experts. The list of pre-approved uses of the settlement proceeds includes a wide range of intervention, treatment, education, and recovery services so that the State of Ohio and its subdivisions can decide what will serve their communities.

Participation levels (the percentage of Ohio cities and counties who agree to the deal) will affect how much money the State of Ohio and its subdivisions will receive. About 45% of the OneOhio Agreement settlement proceeds are in the form of “incentive payments” which provide incentives for higher levels of participation. If 95% participation in the OneOhio Agreement is achieved, abatement funds will begin flowing to the State of Ohio and its subdivisions as early as this year.

Because 45% of the funds are paid in the form of incentive payments, in order for the State of Ohio and its subdivisions to maximize recovery under the proposed settlement, it is critical that

participation meets or exceeds 95%. The following is a summary of the base payment and incentive structure established for the distribution of the settlement proceeds:

- Once the State of Ohio agrees to participate in the OneOhio Agreement, it is eligible to receive 55% of the settlement proceeds as a “base payment.”
- The remaining 45% can be obtained through a combination of “incentive payments.”
- “Incentive A” is up to 40% of the remaining funds. Incentive A is paid if the State of Ohio enacts legislation to release all pending claims and prohibit subdivisions who have not brought claims from bringing them in the future. To allow time for the State to enact legislation, Incentive A will be paid in the first two payments, regardless of whether the legislation has been passed. Any over payment in year one and two will offset future payment. If Incentive A is not achieved, the State of Ohio can obtain the same amount of funds through Incentives B and C. Incentives B and C are alternatives to Incentive A.
- “Incentive B” is up to 25% of the remaining funds. Incentive B is paid on a sliding scale depending on the population of Litigating Subdivisions that participate (“Participating Litigating Subdivisions) in the OneOhio Agreement compared to total population of all Litigating Subdivisions in the State of Ohio. Litigating Subdivisions are subdivisions with active and pending litigation against the Distributors. At least 85% of Litigating Subdivisions must participate in the OneOhio Agreement in order to get any share of Incentive B.
- “Incentive C” is up to 15% of the remaining funds. Incentive C is paid on a sliding scale depending on the population of Litigating Subdivisions and of Non Litigating Subdivisions that have a population over 30,000 that are Participating Subdivisions compared to the total population of all Litigating Subdivisions and of all Non Litigating Subdivisions with a population over 30,000 in the State of Ohio.
- “Incentive D” is 5% of the remaining funds. Incentive D is paid at the end of 5 years if the State of Ohio has had no new Litigating Subdivisions bring suit and proceed past preliminary motions in the prior 5 years.

To reach an agreement with the Distributors, the short-term goal is to have 95% of Litigating Subdivisions participate. If the 95% threshold is achieved, the floor for Ohio recovery is 70% of the estimated \$804,865,429.

During the two-year period following adoption of the OneOhio Agreement, the collective goal for the State of Ohio and subdivisions is to either achieve Incentive A or Incentives B & C for a combined 95% payout.

The OneOhio Agreement is only available to governmental entities. Private individuals and businesses are not eligible to participate.

II. Estimated Total Direct Payment to City of Bellbrook

The Ohio Attorney General has released projected settlement amounts that will be received directly by each participating political subdivision, if the subdivision decides to participate in the OneOhio Agreement.

The estimated total direct payment to City of Bellbrook is \$33,552.41 if the short-term threshold of 95% of Litigating Subdivisions participating is reached. The estimated total direct payment to City of Bellbrook if Incentive A or 100% participation level is achieved is \$47,932.01.

The amount received is based upon a formula that takes into account the population size of the local government, number of opioid overdose deaths in that subdivision, number of opioids prescribed in that subdivision over a defined period of time and documented opioid addiction disorders in the subdivision.

III. Law Director Recommendation

I recommend that you participate in the OneOhio Agreement and complete the Participation Form attached. By agreeing to participate in the OneOhio Agreement, your political subdivision will release the Distributors from any potential claims you have or may have related to and arising out of the Distributors' role in the opioid epidemic.

The benefits of participating in the OneOhio Agreement outweigh any potential gain from pursuing costly and time-consuming litigation against the Distributors on your own. Additionally, Incentive A set forth in the OneOhio Agreement will result in efforts to convince the Ohio legislature to pass legislation barring any new lawsuits brought by local governments against the Distributors. If the legislative bar passes, local governments who decide not to participate in the OneOhio Agreement may be left without any recourse against the Distributors.

If you decide to participate in the OneOhio Agreement, please provide me your signed and completed Participation Form by no later than close of business August 13, 2021, which is the deadline for submission.

OneOhio Subdivision Participation Form

Governmental Entity:	State:
Authorized Official:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

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.

Signature: _____

Name: _____

Title: _____

Date: _____