


**Scioto Township
Agenda – April 5, 2023
7:00 p.m.**

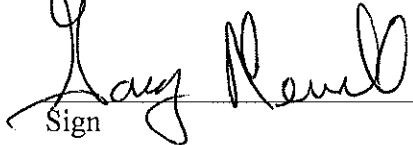
1. Call to Order
2. Pledge of Allegiance
3. Roll Call
4. Approval of the Minutes
 - a. March 15, 2023
5. Public Comment
 - a. Commissioner Gary Merrell
6. Delaware County Engineer – Doug Riedel
7. Maintenance Report – Gary Beckley
8. Zoning Inspector Report – Herb Ligocki
9. Fire Chief Report – Chief McIntire
10. Fiscal Officers Report – Kathy Melvin
11. Trustee Reports
 - Ralph Moseley
 - a. Radnor Salt Barn
 - Sandra Stults
 - a. OTARMA Insurance Claim – Millcreek Cemetery
 - b. BWC hearing April 6
 - c. OTA Leadership Academy
 - d. OTA Webinar regarding Township Policies
 - e. Delaware County Board of Health
 - f. Cemetery documenting
 - g. EMA Executive Meeting – New EMA Director
 - h. FEMA Property on 257
 - Doug Loudenslager
 - a. Ball Diamond Update
 - b. Highland Development (Sayers)
 - c. Henry Property Demolition Update
 - I. Approve publishing bid 4/5
 - II. Publish first bid notice in Gazette and to contractors 4/15
 - III. Publish second bid notice. Mandatory pre-bid meeting 3pm 4/19
 - IV. Bids due by 5pm and opening at 5:30pm on 5/3
 - d. Expenditure Spreadsheet
12. Old Business
13. New Business
 - a. Approve publishing of bid specifications for Henry property demolition
14. Pay Bills
15. Adjourn

SCIOTO TOWNSHIP BOARD OF TRUSTEES

SIGN IN

April 5, 2023


Sign
Brian Dilly
Print
3737 OSKOW R.
Address


Sign
Gary Rowell
Print
91 N. Sandusky
Address
Dolansville

Jane E. Graebner
Sign
JANE GRAEBNER
Print
4351 FRU RD
Address
D STRANDER

Vince Villo
Sign
"
Print
145 N. Union Street
Address

Sign Print Address

Sign Print Address

Sign Print Address

Sign Print Address

Sign Print Address

Sign Print Address

**SCIOTO TOWNSHIP TRUSTEES
RECORDING OF PROCEEDINGS
April 5, 2023**

REGULAR MEETING PROCEEDINGS SUMMARY:

The trustees of Scioto Township met in regular session, Wednesday, April 5, 2023 at 7:00pm at the Township Hall, 3737 Ostrander Rd., Ostrander, OH 43061. Board members present were Ralph Moseley, Sandra Stults and Doug Loudenslager. Also present was Fiscal Officer, Kathy Melvin and Zoning Inspector Herb Ligocki. Fire Chief McIntire was absent. Others in attendance are included on the sign in sheet.

APPROVAL OF MINUTES:

Trustee Loudenslager moved to accept the minutes of the March 15, 2023, as presented by the Fiscal Officer. The motion was seconded by Trustee Moseley. The roll call vote: Ms. Stults-yes, Mr. Moseley-yes, and Mr. Loudenslager-yes. The motion passed with 3-yes and 0-no votes.

PUBLIC COMMENT:

Commissioner Gary Merrell

- Provided a highlight of what is happening in the county
 - Broadband for the area (water/sewer) in the township and northwest part of county. Working with consultant and using ARPA funds.
 - Facilities: what offices will be moving to the Bixby Campus
 - Interchange 36/37 is being worked as quickly as possible
 - Berlin Park – the commercial park is making progress and will be bringing jobs to the county
 - Intel will help this process
 - Working to fill Kris Jordan's position
 - Sheriff Martin retires April 17 and during Commissioners meeting they will appoint interim Sheriff.

Trustee Loudenslager thanked the landbank for help with the properties needing assistance with demolishing a property after 3 years of working together and receiving state funds.

Trustee Loudenslager also asked about property owners and wind/solar power on properties. Commissioner Merrell trustees will play a large role in the decisions. These can be done countywide or project by project basis.

Resident of Fry Road, Jane Grabener

- Inquired about Fry Road and what is the plan for repairs

Trustee Moseley stated we know the horrible state the road is in and there will be work done between Morey Road to 257. We have had trouble with property owners and owning both sides

of road not allowing the township to provide some proper upkeep. The drainage between the two curves needs corrected as it is flowing the wrong way.

- Ms. Grabener asked what she could do to help get a resolution for Fry Road repairs. Trustee Moseley stated the trustees are looking to obtain a tax levy or grant from the state to help with road repairs throughout the township.

Delaware County Engineer – Doug Riedel – Not Present

- Updated provided by Trustee Moseley
 - Culvert at Carr Road is complete
 - Bids for Russell Road are still being received by County
 - Mitchell Lane will be submitted by the Village

Maintenance Department, Scioto Township – Gary Beckley

- Had 2 funerals and had help from CDK due to mud and smaller trackhoe and operator
- Removed dead flowers off graves
 - Need to post about cleaning off graves for spring.
- Had 2 different high-water events
- Put up pickle ball nets
- Met with Donna Myers from Historical Society about headstones in the barn
- Emptied trash and called Rumpke to empty dumpster at park
- Had 2 road salting evening – cleaned up trucks
- Went to chainsaw safety course
- Changed mower blades on road mower
- Had 1 wind event – cleaned up trees and debris
- Started patching potholes
- Started list for berming
- Picked up track off a ski steer on Fontanelle and 2 tires off Russell Road
- S-4 truck is needed to be looked over because of air pressure issues.

ZONING REPORT: Not Present

Please See Attached Document

- The month of March there were 11 permits totaling \$1,635.00
 - 4 Accessory buildings, 2 Ag Exemptions, 1 single family residence, 1 driveway, 1 variance, and 2 additions.
- Attended Delaware County Regional Planning Commission meeting
- Working with Prosecuting Attorney regarding property at R37 and Houseman Rd.
- Received and answered several zoning questions

FIRE CHIEF'S REPORT: See attached report

Purchase Orders –

- Purchase Orders – Atlantic Emergency Solutions – PO 04-05-2023-1 - 3 – Sets of Turn-Out Gear, 3 – Pair of Boots and 3 – Fire Helmets - \$15,000.00.

- Apparatus, Equipment or Station Repairs – Engine 371 – Atlantic Emergency Solutions completed repairs to the AC Compressor. Kubota 371 – Service has been completed on the unit. Community Center AED – Software update is completed.
- New Equipment – New Gear Racks have arrived and have been assembled. Rescue Randy Training Manikin arrived and has been outfitted.
- 2023 Daytime Fire Coverage Update – 15 Applicants have completed Background Checks and or Physicals if needed. See list on page 2 for hiring at this Board Meeting. Berlin Township Fire Department – Loaned 6 – Sets of Turnout Gear to Scioto Township. Orange Township Fire Department also has loaner Turnout gear if needed. Applications on line were opened back up for future hiring.
- Firefighter I Class – Class is complete and all 6 – Firefighter’s passed the State Firefighter I Exam at the Delaware Area Career Center on March 23rd. Congratulations to Mike Long, Brad Reese, Greg Casanova, Tom Costello, Casey Swendrick and Adam DeMarco.
- Good to The Order:
- Annual Fire Association Golf Outing is a go for May 6th.
- PA System Update – Mike Downerd – Will update the Board on the current plan for the PA System in the Community Center. Equipment cost will be \$4,000.00, split between the Board and Fire Association. Fire Association will cover the cost for Labor.

Hire List for Volunteer and Daytime Coverage:

Craig Armstrong	Andrew Hieronimus
Michael Johnson	Zach Vernon

Brian Goodall – Scheduled for the August 36-Hour Training Course at the Ohio Fire Academy.

Hire List for Daytime Coverage:

Courtney Good	Ben Moder
Keith Ernsberger	Corbin Peltier
Jesse Rice	Dave Hausfeld
Josh Guy	Brad Belville
Chris Reaves	Clint Archangel

Firefighter 2 class is tentatively scheduled for 4th quarter. LT McIntire is obtaining more training certificates.

Trustee Loudenslager made a motion to accept Fire Chief McIntire’s fire report including Purchase order for Atlantic Emergency Solutions, for 3 sets of turn-out gear, 3 pair of boots and 3 fire helmets. The motion was seconded by Trustee Moseley. Roll call vote: Mr. Loudenslager-yes, Mr. Moseley-yes, and Ms. Stults-yes. The motion passed with 3-yes and 0-no votes.

FISCAL OFFICERS REPORT:

- Receivables: \$472,442.52
- Payables: \$47,052.33
- SAMS.gov number needs finalized

TRUSTEE REPORTS:

Trustee Moseley

- Radnor Salt Barn
 - Still need to contact Radnor
 - Not sure if there is a savings, wish there was something closer
- All building A/C Units were serviced
 - Unit 1 fan wouldn't kick on / Motor needs replaced
 - Houston Street Furnace – one not replaced and needed repaired
 - New ignitor
 - Asked for price to replace – will replace this summer
- Drainage at Fairview Cemetery

Trustee Stults

- OTARMA Claim
 - Mill Creek Cemetery
 - Tree damaged headstones and fence
 - Park
 - Shelter house and barn had damage
- BWC Hearing
 - April 6
- OTA Leadership Academy
 - Taking a year-long class that end in July
 - Assignment to provide a communication policy for the township.
- OTA Webinar regarding Township Policies
 - Policy for Social Media needs adopted
- Delaware County Board of Health
 - Appointed new member to board
- Cemetery documenting
 - Still working on this
 - Answered several questions lately regarding graves
 - Hoping to use new Maintenance IPAD to layout cemeteries
- EMA Executive Meeting
 - New EMA Director started end of March
 - Working on Solar Eclipse plan for April 8, 2024
 - Next meeting for this is April 10 at 9am.
- Opioid Resolution
 - Need to adopt this resolution

Trustee Loudenslager:

- Ball Diamond Update
 - Start end of June or early July
- Highland Development (Sayers) – Spoke to Scott Sanders to be a part of the discussions
- Henry Property Demolition
 - Approve publishing bid on 4/5
 - Publish first bid notice in Gazette and to contractors 4/15
 - Mandatory pre-bid meeting at 3pm on 4/19
 - Buds due by 5pm and opening at 5:30pm on 5/3.
 - No one to answer questions – they must be in writing
- Will help mow park until Tom returns to work
- Provided expenditure spreadsheet to other trustees.
 - No questions

OLD BUSINESS: NONE

NEW BUSINESS:

Trustee Loudenslager made a motion to approve publishing of bid specifications for the Henry property demolition. The motion was seconded by Trustee Moseley. Roll call vote: Mr. Loudenslager-yes, Mr. Moseley-yes, and Ms. Stults-yes. The motion passed with 3-yes and 0-no votes.

Trustee Loudenslager made a motion to adopt the Opioid Resolution and approve Trustee Stults to be the signatory. The motion was seconded by Trustee Moseley. Roll call vote: Mr. Loudenslager-yes, Mr. Moseley-yes, and Ms. Stults-yes. The motion passed with 3-yes and 0-no votes.

Trustee Loudenslager made a motion to pay bills. The motion was seconded by Trustee Moseley. Roll call vote: Mr. Loudenslager-yes, Mr. Moseley-yes, and Ms. Stults-yes. The motion passed with 3-yes and 0-no votes.

Trustee Moseley made a motion to adjourn. The motion was seconded by Trustee Loudenslager. Roll call vote: Mr. Loudenslager-yes, Mr. Moseley-yes, and Ms. Stults-yes. Motion passed with 3-yes and 0-no vote.

Meeting adjourned at 7:55pm.

Rachel Moseley

Walter W. W.

Sandra Stults

Certified by: Kathy Melvin
Fiscal Officer

MARCH 2023 MONTHLY REPORT

HELLO ALL

ANOTHER GOOD MONTH HAS WENT BY STARTING TO GET BUSY

WE HAD 2 FUNERAL'S THIS MONTH. WE HAD TO HAVE CHAS HELP
OUT AGAIN WITH A TRACK HOE, FILLED IN GRAVES. REMOVED DEAD
FLOWERS OFF GRAVES, NEED TO POST TO CLEAN OFF GRAVES. FOR SPRING

WE HAD 2 DIFFERENT HIGH WATER EVENTS

I PUT UP ONE PICKLE BALL NET AND MET WITH DONNA ABOUT HEADSTONS
IN THE BARN. EMPTY TRASH HAD TO CALL TRASH CO. TO EMPTY DUMPSTER

WE HAD 2 SALTING EVENTS THIS MONTH CLEANED UP
TRUCK AFTER EACH TIME. WENT TO A CHAINSAW CLASS

IN DELAWARE, BROUGHT ROAD MOWER FROM PARK AND CHANGED
ALL THE BLADES. HAD A WIND EVENT CLEANED UP TREES IN ROAD

STARTED PATCHING POT HOLES AND STARTED LOOKING FOR BERM

PICK UP A TRACK OFF A SKID STEER.

THANKS FOR ALL YOU DO

Ray

Zoning Report March, 2023

1. Working with Delaware County Prosecutor to address property at R37 and Houseman Road.
2. Attended the Delaware County Regional Planning Commission meeting.
3. I received several questions regarding zoning.
4. Permits:
 - 4 Accessory Buildings
 - 2 Ag Exemption
 - 1 Single Family Residence
 - 1 Driveway
 - 1 Variance
 - 2 Addition

Action Number	Date	Address	Type of Action	Name of Applicant	BZA Action Y/N	Fee	Notes
23-009	3/6/2023	7575 Calhoun Road	Addition	Marshall McCormick	N/A	\$ 150.00	Approved, Check #2117
23-010	3/6/2023	1526 River Road	Accessory Building	Ryan Keller	N/A	\$ 150.00	Approved, Check #1849 Void
23-011	3/6/2023	8794 Deegood Road	Accessory Building	Thomas Oneill	N/A	\$ 150.00	Approved, Check #304
23-012	3/6/2023	1083 Tyler Road	Driveway	Scott Aliff	N/A	\$ 60.00	Approved, Check # 4257
23-013	3/6/2023	1048 Ostrander Road	Single Family Res.	Francis Neutzling	N/A	\$ 325.00	Approved
23-014	3/11/2023	1423 Brindle Road	Accessory Building	Lisa Gardner	N/A	\$ 150.00	Approved Check # 922
23-015	3/17/2023	10011 Larcomb Road	Ag Exemption	Eric Wilkerson	N/A	N/A	Approved
23-016	3/17/2023	7342 Marysville Road	Accessory Building	Michael Nelson	N/A	\$ 150.00	Check #1565
23-017	3/20/2023	6724 Houseman Road	Ag Exemption	Ben Colvin	N/A	N/A	Approved
23-018	3/23/2023	5725 Houseman Road	Variance	Gary E. Porteus	Yes	\$ 500.00	
Total						\$ 1,635.00	



SCIOTO TOWNSHIP FIRE DEPARTMENT

3737 OSTRANDER ROAD
OSTRANDER, OHIO 43061

MARV MCINTIRE, FIRE CHIEF
740-666-2121, EXT. 106

April 5, 2023 Board Meeting

Purchase Orders – Atlantic Emergency Solutions – 3 – Sets of Turn-Out Gear, 3 – Pair of Boots and 3 – Fire Helmets - \$15,000.00.

Apparatus, Equipment or Station Repairs – Engine 371 – Atlantic Emergency Solutions completed repairs to the AC Compressor. Kubota 371 – Service has been completed on the unit. Community Center AED – Software update is completed.

New Equipment – New Gear Racks have arrived and have been assembled. Rescue Randy Training Manikin arrived and has been outfitted.

2023 Daytime Fire Coverage Update – 15 Applicants have completed Background Checks and or Physicals if needed. See list on page 2 for hiring at this Board Meeting. Berlin Township Fire Department – Loaned 6 – Sets of Turnout Gear to Scioto Township. Orange Township Fire Department also has loaner Turnout gear if needed. Applications on line were opened back up for future hiring.

Firefighter I Class – Class is complete and all 6 – Firefighter's passed the State Firefighter I Exam at the Delaware Area Career Center on March 23rd. Congratulations to Mike Long, Brad Reese, Greg Casanova, Tom Costello, Casey Swendrick and Adam DeMarco.

Good to The Order:

Annual Fire Association Golf Outing is a go for May 6th. PA System Update – Mike Downerd – Will update the Board on the current plan for the PA System in the Community Center. Equipment cost will be \$4,000.00, split between the Board and Fire Association. Fire Association will cover the cost for Labor.



SCIOTO TOWNSHIP FIRE DEPARTMENT

3737 OSTRANDER ROAD
OSTRANDER, OHIO 43061

MARV MCINTIRE, FIRE CHIEF
740-666-2121, EXT. 106

Hire List for Volunteer and Daytime Coverage:

Craig Armstrong

Andrew Hieronimus

Michael Johnson

Zach Vernon

Brian Goodall – Scheduled for the August 36-Hour Training Course at the Ohio Fire Academy.

Hire List for Daytime Coverage:

Courtney Good

Ben Moder

Keith Ernsberger

Corbin Peltier

Jesse Rice


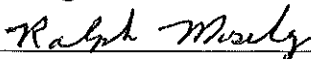

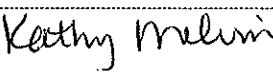
Dave Hausfeld

Josh Guy

Brad Belville

Chris Reaves

Clint Archangel

Item	Reviewed By	
Payment Listing		Doug Loudenslager
		Ralph Moseley
		Sandra Stults
		Kathy Melvin

Payment Listing

April 2023

Payment Advice #	Post Date	Transaction Date	Type	Vendor / Payee	Amount	Status
99-2023	04/01/2023	04/02/2023	CH	ANTHEM BC BS	\$1,534.89	O
100-2023	04/01/2023	04/02/2023	CH	Ohio Bureau of Workers Compensation	\$1,113.40	O
102-2023	04/01/2023	04/02/2023	CH	First Commonwealth Bank	\$30.00	O
104-2023	04/05/2023	04/02/2023	CH	Shell Fleet	\$473.92	O
106-2023	04/01/2023	04/02/2023	CH	Charter Communications	\$319.94	O
107-2023	04/02/2023	04/02/2023	CH	Treasurer of State of Ohio	\$762.00	O
108-2023	04/06/2023	04/04/2023	EP	Gary G Beckley	\$3,566.27	O
109-2023	04/06/2023	04/04/2023	EP	Andrew T Blevins	\$49.23	O
110-2023	04/06/2023	04/04/2023	EP	Gregory Casonova	\$32.89	O
111-2023	04/06/2023	04/04/2023	EP	Kathan T Costello	\$32.89	O
112-2023	04/06/2023	04/04/2023	EP	Adam M DeMarco	\$97.03	O
113-2023	04/06/2023	04/04/2023	EP	Brian Dilley	\$478.93	O
114-2023	04/06/2023	04/04/2023	EP	Michael T. Downerd	\$162.54	O
115-2023	04/06/2023	04/04/2023	EP	Herbert Ligocki	\$426.12	O
116-2023	04/06/2023	04/04/2023	EP	Michael D Long	\$129.38	O
117-2023	04/06/2023	04/04/2023	EP	Douglas D. Loudenslager	\$762.29	O
118-2023	04/06/2023	04/04/2023	EP	Kyle A McIntire	\$256.57	O
119-2023	04/06/2023	04/04/2023	EP	Marvin E McIntire	\$1,068.71	O
120-2023	04/06/2023	04/04/2023	EP	Jonathan S Melvin	\$268.53	O
121-2023	04/06/2023	04/04/2023	EP	Kathy Melvin	\$1,346.14	O
122-2023	04/06/2023	04/04/2023	EP	Ralph K Moseley	\$980.10	O
123-2023	04/06/2023	04/04/2023	EP	Sig Pugerud	\$32.82	O
124-2023	04/06/2023	04/04/2023	EP	Steven Roush Jr.	\$16.17	O
125-2023	04/06/2023	04/04/2023	EP	John Saniei-Banrey	\$1,404.30	O
126-2023	04/06/2023	04/04/2023	EP	Sandra Stults	\$969.20	O
127-2023	04/06/2023	04/04/2023	EP	Casey J Swendrick	\$40.64	O
129-2023	04/05/2023	04/04/2023	EW	RITA	\$486.58	O
18955	04/05/2023	04/02/2023	AW	Ryan Keller	\$150.00	O
18956	04/05/2023	04/02/2023	AW	James Hall	\$35.00	O
18957	04/05/2023	04/02/2023	AW	Gary Beckley	\$35.00	O
18958	04/05/2023	04/02/2023	AW	Thomas Justice	\$35.00	O
18959	04/05/2023	04/02/2023	AW	Herbert Ligocki	\$35.00	O
18960	04/05/2023	04/02/2023	AW	Marvin McIntire	\$35.00	O
18961	04/05/2023	04/02/2023	AW	Kyle McIntire	\$35.00	O
18962	04/05/2023	04/02/2023	AW	John Saniei Banrey	\$50.00	O
18963	04/05/2023	04/02/2023	AW	Sandra Stults	\$489.09	O
18964	04/05/2023	04/02/2023	AW	Douglas D Loudenslager	\$593.15	O
18965	04/05/2023	04/02/2023	AW	Tayla Ewing	\$145.00	O
18966	04/05/2023	04/02/2023	AW	Accent	\$261.66	O
18967	04/05/2023	04/02/2023	AW	AES Ohio	\$806.69	O
18968	04/05/2023	04/02/2023	AW	AIM Media Midwest	\$56.80	O
18969	04/05/2023	04/02/2023	AW	Asphalt Materials, Inc.	\$259.90	O
18970	04/05/2023	04/02/2023	AW	CDK Structures Inc.	\$250.00	O
18971	04/05/2023	04/02/2023	AW	Atlantic Emergency Solutions	\$7,177.68	O
18972	04/05/2023	04/02/2023	AW	Del-Co Water Co, Inc.	\$109.54	O
18973	04/05/2023	04/02/2023	AW	Delaware Area Career Center	\$150.00	O

Payment Listing

April 2023

Payment Advice #	Post Date	Transaction Date	Type	Vendor / Payee	Amount	Status
18974	04/05/2023	04/02/2023	AW	Delaware County Office of Homeland	\$1,547.66	O
18975	04/05/2023	04/02/2023	AW	Delta Dental	\$316.46	O
18976	04/05/2023	04/02/2023	AW	First Commonwealth Bank	\$747.81	O
18977	04/05/2023	04/02/2023	AW	Grainger	\$354.76	O
18978	04/05/2023	04/02/2023	AW	Heritage Cooperative	\$3,332.94	O
18979	04/05/2023	04/02/2023	AW	Mail Pro 1 LLC	\$676.50	O
18980	04/05/2023	04/02/2023	AW	Miati Embroidery	\$579.00	O
18981	04/05/2023	04/02/2023	AW	Montage Enterprises, Inc.	\$395.85	O
18982	04/05/2023	04/02/2023	AW	Rumpke	\$224.48	O
18983	04/05/2023	04/02/2023	AW	Sedgwick	\$670.00	O
18984	04/05/2023	04/02/2023	AW	Selectus Consulting	\$325.44	O
18985	04/05/2023	04/02/2023	AW	Silco Fire & Security	\$189.50	O
18986	04/05/2023	04/02/2023	AW	Wells Septic & Drain LLC	\$115.00	V
18986	04/05/2023	04/02/2023	AW	Wells Septic & Drain LLC	-\$115.00	V
18987	04/05/2023	04/02/2023	SW	Skipped Warrants 18987 to 18987 Series 1	\$0.00	V
18988	04/05/2023	04/02/2023	AW	Wells Septic & Drain LLC	\$115.00	O
18989	04/05/2023	04/02/2023	AW	Johnson Controls Fire Protection LP	\$438.58	O
18990	04/05/2023	04/03/2023	AW	Adam DeMarco	\$1,500.00	O
18991	04/05/2023	04/03/2023	AW	Casey Swendrick	\$1,500.00	O
18992	04/05/2023	04/03/2023	AW	Greg Casanova	\$1,500.00	O
18993	04/05/2023	04/03/2023	AW	Tom Costello	\$1,500.00	O
18994	04/05/2023	04/03/2023	AW	Mike Long	\$1,500.00	O
18995	04/05/2023	04/03/2023	AW	Brad Reese	\$1,500.00	O
18996	04/05/2023	04/03/2023	AW	Kathy Melvin	\$128.95	O
18997	04/05/2023	04/03/2023	AW	Verizon Wireless	\$240.66	O
18998	04/05/2023	04/03/2023	AW	Ohio Forestry Association	\$190.00	O
18999	04/05/2023	04/04/2023	WH	Delaware City Income Tax	\$27.75	O
Total Payments:					\$47,052.33	
Total Conversion Vouchers:					\$0.00	
Total Less Conversion Vouchers:					\$47,052.33	

Type: AM - Accounting Manual Warrant, AW - Accounting Warrant, IM - Investment Manual Warrant, IW - Investment Warrant, PM - Payroll Manual Warrant, PR - Payroll Warrant, RW - Reduction of Receipt Warrant, SW - Skipped Warrant, WH - Withholding Warrant, WM - Withholding Manual, WS - Special Warrant, CH - Electronic Payment Advice, IL - Investment Loss, EP - Payroll EFT Voucher, CV - Payroll Conversion Voucher, SV - Payroll Special Voucher, EW - Withholding Voucher, POS ADJ - Positive Adjustment, NEG ADJ - Negative Adjustment, POS REAL - Positive Reallocation, NEG REAL - Negative Reallocation

Status: O - Outstanding, C - Cleared, V - Voided, B - Batch

* Asterisked amounts are not included in report totals. These transactions occurred outside the reported date range but are listed for reference.

SCIOTO TOWNSHIP BOARD OF TRUSTEES
DELAWARE COUNTY, OHIO

DATE: 4-5-2023

RESOLUTION NO. 04-05-2023-1

APPROVING PROPOSED NATIONAL OPIOID LITIGATION SETTLEMENTS:

CVS
WALGREENS
WALMART
TEVA
ALLERGAN

The Board of Trustees of Scioto Township, Delaware County, Ohio ("Board") met in regular session on April 5, 2023 with the following members present:

Loudenstager
Moseley
Stults

Loudenstager Moved the adoption of the following Resolution:

PREAMBLE

WHEREAS, the Board is a party to national opioid litigation involving each of the following entities: CVS, Walgreens, Walmart, Teva, and Allergan; and,

WHEREAS, national opioid legal counsel, who represents the Township in the national opioid litigation ("Counsel"), has informed the Board that proposed settlements of the litigation with each of the above entities has been reached; and,

WHEREAS, on recommendation from Counsel, the Board now desires to adopt a resolution approving, as proposed, these proposed settlements.

RESOLUTION

NOW THEREFORE, BE IT RESOLVED:

- A. The Board, as recommended by Counsel, hereby approves the proposed settlements, as proposed, of the national opioid litigation involving each of the following entities: CVS, Walgreens, Walmart, Teva, and Allergan.

- B. Trustee Stults is hereby appointed and given full authority by the Board to approve and sign any documents required to approve these proposed settlements, as proposed, with the above named entities. Trustee Stults signature on any such documents shall be binding upon the Board as if the documents had been signed by at least a majority of the Board's entire membership.
- C. All formal actions of this Board concerning and relating to the passage of this Resolution were adopted in an open meeting of the Board, and all deliberations of this Board and of any of its committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements, including R.C. § 121.22.
- D. This Resolution shall be in full force and effect immediately upon adoption.

Moseley seconded the motion.

Voted on and signed this April 5, 2023 in Scioto Township, Delaware County, Ohio.

**BOARD OF TRUSTEES OF
SCIOTO TOWNSHIP,
DELAWARE COUNTY, OHIO**

Sandra Stults
Sandra Stults

Doug Loudenslager
Doug Loudenslager

Trustee

Ralph Moseley
Ralph Moseley

Trustee

Attest:

Kathy Melvin
Kathy Melvin
Scioto Township Fiscal Officer

CERTIFICATE

State of Ohio, Delaware County

I, the undersigned Township Fiscal Officer of Scioto Township, Delaware County, Ohio, certify that the foregoing Resolution No. 04-05-2023-1 is taken and copied from the record of proceedings of the Board, and that it has been compared by me with the Resolution on the record and is a true and accurate copy. Further, I certify that the adoption of such Resolution occurred in an open meeting held in compliance with R.C. § 121.22.

Date: 4-5-23

Kathy Melvin
Kathy Melvin
Scioto Township Fiscal Officer

New National Opioids Settlements: Teva, Allergan, CVS, Walgreens, and Walmart
Opioids Implementation Administrator
opioidsparticipation@rubris.com

SCIOTO TOWNSHIP, OH
Reference Number: CL-388814

TO LOCAL POLITICAL SUBDIVISIONS AND SPECIAL DISTRICTS:

THIS PACKAGE CONTAINS DOCUMENTATION TO PARTICIPATE IN THE NEW NATIONAL OPIOID SETTLEMENTS. YOU MUST TAKE ACTION IN ORDER TO PARTICIPATE.

Deadline: April 18, 2023

Five new proposed national opioid settlements ("*New National Opioid Settlements*") have been reached with **Teva, Allergan, CVS, Walgreens, and Walmart** ("*Settling Defendants*"). This *Participation Package* is a follow-up communication to the *Notice of National Opioid Settlements* recently received electronically by your subdivision or special district ("*subdivision*").

You are receiving this *Participation Package* because Ohio is participating in the following settlements:

- **Teva**
- **Allergan**
- **CVS**
- **Walgreens**
- **Walmart**

If a state does not participate in a particular Settlement, the subdivisions in that state are not eligible to participate in that Settlement.

This electronic envelope contains:

- *Participation Forms* for Teva, Allergan, CVS, Walgreens, and Walmart, including a release of any claims.

The *Participation Form* for each settlement must be executed, without alteration, and submitted on or before April 18, 2023, in order for your subdivision to be considered for initial participation calculations and payment eligibility.

Based upon subdivision participation forms received on or before April 18th, the subdivision participation rate will be used to determine whether participation for each deal is sufficient for the settlement to move forward and whether a state earns its maximum potential payment under the settlement. If the settlement moves forward, your release will become effective. If a settlement does not move forward, that release will not become effective.

Any subdivision that does not participate cannot directly share in the settlement funds, even if the subdivision's state is settling and other participating subdivisions are sharing in settlement funds. Any subdivision that does not participate may also reduce the amount of money for programs to remediate the opioid crisis in its state. Please note, a subdivision will not necessarily directly receive settlement funds by participating; decisions on how settlement funds will be allocated within a state are subject to intrastate agreements or state statutes.

Consistent with the previously entered settlements involving Cardinal Health, AmerisourceBergen, the McKesson Corporation, and Johnson & Johnson/Janssen, proceeds from any settlement entered into with any of the five companies identified in this letter will be allocated and distributed in accordance with the OneOhio Memorandum of Understanding, a copy of which can be found at <https://nationalopioidsettlement.com/wp-content/uploads/2021/11/Exhibit-8-2021.07.28-One-Ohio-Memorandum-of-Understanding.pdf>.

You are encouraged to discuss the terms and benefits of the *New National Opioid Settlements* with your counsel, your Attorney General's Office, and other contacts within your state.

Information and documents regarding the *New National Opioid Settlements* and how they are being implemented in your state and how funds will be allocated within your state allocation can be found on the national settlement website at <https://nationalopioidsettlement.com/>. This website will be supplemented as additional documents are created.

How to return signed forms:

There are three methods for returning the executed *Participation Forms* and any supporting documentation to the Implementation Administrator:

- (1) *Electronic Signature via DocuSign*: Executing the *Participation Forms* electronically through DocuSign will return the signed forms to the Implementation Administrator and associate your forms with your subdivision's records. Electronic signature is the most efficient method for returning *Participation Forms*, allowing for more timely participation and the potential to meet higher settlement payment thresholds, and is therefore strongly encouraged.
- (2) *Manual Signature returned via DocuSign*: DocuSign allows forms to be downloaded, signed manually, then uploaded to DocuSign and returned automatically to the Implementation Administrator. Please be sure to complete all fields. As with electronic signature, returning manually signed *Participation Forms* via DocuSign will associate your signed forms with your subdivision's records.
- (3) *Manual Signature returned via electronic mail*: If your subdivision is unable to return executed *Participation Forms* using DocuSign, signed *Participation Forms* may be returned via electronic mail to opioidsparticipation@rubris.com. Please include the name, state, and

reference ID of your subdivision in the body of the email and use the subject line Settlement Participation Forms - [Subdivision Name, Subdivision State] - [Reference ID].

Detailed instructions on how to sign and return the *Participation Forms*, including changing the authorized signer, can be found at <https://nationalopioidsettlement.com>. You may also contact opioidsparticipation@rubris.com.

The sign-on period for subdivisions ends on April 18, 2023.

If you have any questions about executing these forms, please contact your counsel, the Implementation Administrator at opioidsparticipation@rubris.com, or the Ohio Attorney General's Help Center at 800.555.2350.

Thank you,

National Opioids Settlements Implementation Administrator

The Implementation Administrator is retained to provide the settlement notice required by the respective settlement agreements referenced above and to manage the collection of settlement participation forms for each settlement.

EXHIBIT K
Subdivision and Special District Settlement Participation Form

Will your subdivision or special district be signing the settlement participation forms for the Allergan and Teva Settlements at this time?

Yes No

Governmental Entity: SCIOTO TOWNSHIP		State: OH
Authorized Signatory: Kathy Melvin		
Address 1: 3737 Ostrander Road		
Address 2:		
City, State, Zip: ostrander	ohio	43061
Phone: 740-666-3014		
Email: kmelvin@sciototownshipohio.com		

The governmental entity identified above (“*Governmental Entity*”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Agreement dated November 22, 2022 (“*Allergan Settlement*”), and acting through the undersigned authorized official, hereby elects to participate in the Allergan Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Allergan Settlement, understands that all terms in this Election and Release have the meanings defined therein, and agrees that by this Election, the Governmental Entity elects to participate in the Allergan Settlement as provided therein.
2. Following the execution of this Settlement Participation Form, the Governmental Entity shall comply with Section III.B of the Allergan Settlement regarding Cessation of Litigation Activities.
3. The Governmental Entity shall, within fourteen (14) days of the Reference Date and prior to the filing of the Consent Judgment, file a request to dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the MDL Plaintiffs’ Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal With Prejudice substantially in the form found at <https://nationalopioidsettlement.com>.
4. The Governmental Entity agrees to the terms of the Allergan Settlement pertaining to Subdivisions and Special Districts as defined therein.
5. By agreeing to the terms of the Allergan 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 Allergan Settlement solely for the purposes provided therein.



7. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Allergan Settlement.
8. The Governmental Entity has the right to enforce the Allergan Settlement as provided therein.
9. The Governmental Entity, as a Participating Subdivision or Participating Special District, hereby becomes a Releasor for all purposes in the Allergan Settlement, including, but not limited to, all provisions of **Section V (Release)**, and along with all departments, agencies, divisions, boards, commissions, Subdivisions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity whether 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 in bringing, 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 Allergan Settlement are intended 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 Allergan 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 or Participating Special District as set forth in the Allergan Settlement.
11. In connection with the releases provided for in the Allergan 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 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 Allergan Settlement.

12. Nothing herein is intended to modify in any way the terms of the Allergan Settlement, to which the Governmental Entity hereby agrees. To the extent this Settlement Participation Form is interpreted differently from the Allergan Settlement in any respect, the Allergan Settlement controls.



I have all necessary power and authorization to execute this Settlement Participation Form on behalf of the Governmental Entity.

Signature: DocuSigned by:
Kathy Melvin
776D866403D6430...

Name: Kathy Melvin

Title: Fiscal Officer

Date: 4/4/2023



Exhibit K
Subdivision and Special District Settlement Participation Form

Governmental Entity: SCIOTO TOWNSHIP	State: OH
Authorized Signatory: Kathy Melvin	
Address 1: 3737 Ostrander Road	
Address 2:	
City, State, Zip: ostrander	Ohio 43061
Phone: 740-666-3014	
Email: kmelvin@sciototownshipohio.com	

The governmental entity identified above (“*Governmental Entity*”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Agreement dated November 22, 2022 (“*Teva Settlement*”), and acting through the undersigned authorized official, hereby elects to participate in the Teva Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Teva Settlement, understands that all terms in this Election and Release have the meanings defined therein, and agrees that by this Election, the Governmental Entity elects to participate in the Teva Settlement as provided therein.
2. Following the execution of this Settlement Participation Form, the Governmental Entity shall comply with Section III.B of the Teva Settlement regarding Cessation of Litigation Activities.
3. The Governmental Entity shall, within 14 days of the Reference Date and prior to the filing of the Consent Judgment, file a request to dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in In re National Prescription Opiate Litigation, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs’ Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal With Prejudice substantially in the form found at <https://nationalopioidsettlement.com>.
4. The Governmental Entity agrees to the terms of the Teva Settlement pertaining to Subdivisions as defined therein.
5. By agreeing to the terms of the Teva 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 Teva Settlement solely for the purposes provided therein.
7. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity’s state where the Consent Judgment is filed for purposes limited to that court’s role as provided in, and for resolving disputes to the extent provided in, the Teva Settlement.



8. The Governmental Entity has the right to enforce the Teva Settlement as provided therein.
9. The Governmental Entity, as a Participating Subdivision or Participating Special District, hereby becomes a Releasor for all purposes in the Teva Settlement, including but not limited to all provisions of Section V (Release), 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 Teva Settlement are intended by Released Entities and the Governmental Entity 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 Teva 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 or Participating Special District as set forth in the Teva Settlement.
11. In connection with the releases provided for in the Teva 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 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 Teva Settlement.

12. Nothing herein is intended to modify in any way the terms of the Teva Settlement, to which Governmental Entity hereby agrees. To the extent this Election and Release is interpreted differently from the Teva Settlement in any respect, the Teva Settlement controls.



I have all necessary power and authorization to execute this Election and Release on behalf of the Governmental Entity.

Signature: DocuSigned by:
Kathy Melvin
770B80E40386430...

Name: Kathy Melvin

Title: Fiscal Officer

Date: 4/4/2023



EXHIBIT K

Subdivision Participation and Release Form

Will your subdivision or special district be signing the settlement participation form for the CVS Settlement at this time?

Yes No

Governmental Entity: SCIOTO TOWNSHIP	State: OH
Authorized Signatory: Kathy Melvin	
Address 1: 3737 Ostrander Road	
Address 2:	
City, State, Zip: ostrander	ohio 43061
Phone: 740-666-3014	
Email: kmelvin@sciototownshipohio.com	

The governmental entity identified above (“*Governmental Entity*”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated December 9, 2022 (“*CVS Settlement*”), and acting through the undersigned authorized official, hereby elects to participate in the CVS Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the CVS Settlement, understands that all terms in this Participation and Release Form have the meanings defined therein, and agrees that by executing this Participation and Release Form, the Governmental Entity elects to participate in the CVS Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall promptly, and in any event no later than 14 days after the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs’ Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice substantially in the form found at <https://nationalopioidsettlement.com>.
3. The Governmental Entity agrees to the terms of the CVS Settlement pertaining to Participating Subdivisions as defined therein.
4. By agreeing to the terms of the CVS 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.
5. The Governmental Entity agrees to use any monies it receives through the CVS Settlement solely for the purposes provided therein.



6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the CVS Settlement. 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 CVS Settlement.
7. The Governmental Entity has the right to enforce the CVS Settlement as provided therein.
8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the CVS Settlement, including without limitation all provisions of Section XI (Release), 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 CVS 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 CVS Settlement shall be a complete bar to any Released Claim.
9. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the CVS Settlement.
10. In connection with the releases provided for in the CVS 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 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 CVS Settlement.



11. Nothing herein is intended to modify in any way the terms of the CVS Settlement, to which Governmental Entity hereby agrees. To the extent this Participation and Release Form is interpreted differently from the CVS Settlement in any respect, the CVS Settlement controls.

I have all necessary power and authorization to execute this Participation and Release Form on behalf of the Governmental Entity.

Signature:

DocuSigned by:
Kathy Melvin
7700006403B6430...

Name:

Kathy Melvin

Title:

Fiscal Officer

Date:

4/4/2023



EXHIBIT K

Subdivision Participation and Release Form

Will your subdivision or special district be signing the settlement participation form for the Walgreens Settlement at this time?

Yes No

Governmental Entity: SCIOTO TOWNSHIP		State: OH
Authorized Signatory: Kathy Melvin		
Address 1: 3737 Ostrander Road		
Address 2:		
City, State, Zip: ostrander	ohio	43061
Phone: 740-666-3014		
Email: kmelvin@sciototownshipohio.com		

The governmental entity identified above (“*Governmental Entity*”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated December 9, 2022 (“*Walgreens Settlement*”), and acting through the undersigned authorized official, hereby elects to participate in the Walgreens Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Walgreens Settlement, understands that all terms in this Participation and Release Form have the meanings defined therein, and agrees that by executing this Participation and Release Form, the Governmental Entity elects to participate in the Walgreens Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall promptly, and in any event no later than 14 days after the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs’ Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice substantially in the form found at <https://nationalopioidsettlement.com>.
3. The Governmental Entity agrees to the terms of the Walgreens Settlement pertaining to Participating Subdivisions as defined therein.
4. By agreeing to the terms of the Walgreens 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.
5. The Governmental Entity agrees to use any monies it receives through the Walgreens Settlement solely for the purposes provided therein.



6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Walgreens Settlement. 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 Walgreens Settlement.
7. The Governmental Entity has the right to enforce the Walgreens Settlement as provided therein.
8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Walgreens Settlement, including without limitation all provisions of Section XI (Release), 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 Walgreens 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 Walgreens Settlement shall be a complete bar to any Released Claim.
9. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the Walgreens Settlement.
10. In connection with the releases provided for in the Walgreens 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 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 Walgreens Settlement.



11. Nothing herein is intended to modify in any way the terms of the Walgreens Settlement, to which Governmental Entity hereby agrees. To the extent this Participation and Release Form is interpreted differently from the Walgreens Settlement in any respect, the Walgreens Settlement controls.

I have all necessary power and authorization to execute this Participation and Release Form on behalf of the Governmental Entity.

Signature: DocuSigned by:
Kathy Melvin
77CB8CC403B049C...

Name: Kathy Melvin

Title: Fiscal officer

Date: 4/4/2023



EXHIBIT K

Subdivision Participation Form

Will your subdivision or special district be signing the settlement participation form for the Walmart Settlement at this time?

Yes No

Governmental Entity: SCIOTO TOWNSHIP	State: OH
Authorized Official: Kathy Melvin	
Address 1: 3737 Ostrander Road	
Address 2:	
City, State, Zip: Ostrander Ohio 43061	
Phone: 740-666-3014	
Email: kmelvin@sciototownshipohio.com	

The governmental entity identified above ("Governmental Entity"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated November 14, 2022 ("Walmart Settlement"), and acting through the undersigned authorized official, hereby elects to participate in the Walmart Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Walmart Settlement, understands that all terms in this Election and Release have the meanings defined therein, and agrees that by this Election, the Governmental Entity elects to participate in the Walmart Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall promptly, and in any event within 14 days of the Effective Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in In re National Prescription Opiate Litigation, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs' Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal With Prejudice substantially in the form found at <https://nationalopiodsettlement.com/>.
3. The Governmental Entity agrees to the terms of the Walmart Settlement pertaining to Subdivisions as defined therein.
4. By agreeing to the terms of the Walmart 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.
5. The Governmental Entity agrees to use any monies it receives through the Walmart Settlement solely for the purposes provided therein.



6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Walmart Settlement.
7. The Governmental Entity has the right to enforce the Walmart Settlement as provided therein.
8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Walmart Settlement, including but not limited to all provisions of Section X (Release), 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 Walmart 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 Walmart Settlement shall be a complete bar to any Released Claim.
9. In connection with the releases provided for in the Walmart 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 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 Walmart Settlement.

10. Nothing herein is intended to modify in any way the terms of the Walmart Settlement, to which Governmental Entity hereby agrees. To the extent this Election and Release is interpreted differently from the Walmart Settlement in any respect, the Walmart Settlement controls.



I have all necessary power and authorization to execute this Election and Release on behalf of the Governmental Entity.

Signature: DocuSigned by:
Kathy Melvin
77CDBCC403B643C...

Name: Kathy Melvin

Title: Fiscal Officer

Date: 4/4/2023

