

August 2, 2021 Minutes – Regular Meeting of the Board of Commissioners

WORK SESSION

1. 4:30 PM Campgrounds Text Amendment

The Board of Commissioners met at 4:30 PM in the Board Meeting Room of the Historic Courthouse, 153 Courthouse Road, Currituck, North Carolina, for a work session to discuss a text amendment that will allow campgrounds as a use in Currituck County.

Chairman Payment offered opening comments to attendees and Development Services Director, Kevin Kemp, explained the text amendment language will allow existing noncompliant campgrounds to continue to operate, will provide a path toward compliance for existing campgrounds, and will allow new campgrounds to be established in the county. Planning and Community Development Director, Laurie LoCicero, reviewed requirements proposed in the text amendment for both existing and new campgrounds that had been established and agreed to by the Board in prior work sessions. Commissioners discussed several of the items as they were presented. Conditional zoning approval would be necessary for new campgrounds and for existing campgrounds wanting to expand or add amenities. Site conceptual plan requirements were presented for existing and new campgrounds. Commissioners discussed alternative camping units that would be allowed, on site staff and owner housing, campsite decking platforms, and required closure periods. Resident inventory and amortization requirements and pre-opening annual inspections were discussed. Commissioners set the effective date of amortization to coincide with the date the text amendment is adopted. Commissioners agreed to increase the minimum parcel size from 25 to 50 acres for new campgrounds and to allow a 50 foot setback with options for buffering and screening based on abutting parcels.

Non-conforming campgrounds who choose not to follow a path toward compliance would be required to maintain an accurate register of occupants and would only be able to maintain the buildings and amenities existing on site.

Commissioners agreed to a future work session to further discuss and define alternative sites and cabin requirements. The work session concluded at 5:45 PM.

6:00 PM CALL TO ORDER

The Board of Commissioners met at 6:00 PM in the Board Meeting Room of the Historic Courthouse, 153 Courthouse Road, Currituck, North Carolina, for a regular meeting.

Attendee Name Title Status Arrived

Michael H. Payment	Chairman	Present	
Paul M. Beaumont	Vice Chairman	Present	
J. Owen Etheridge	Commissioner	Present	
Mary "Kitty" Etheridge	Commissioner	Present	
Selina S. Jarvis	Commissioner	Present	
Kevin E. McCord	Commissioner	Present	
Bob White	Commissioner	Present	

Chairman Payment called the meeting to order and announced the earlier work session on campgrounds.

A) Invocation & Pledge of Allegiance

Commissioner Beaumont offered the Invocation and led the Pledge of Allegiance.

B) Approval of Agenda

Commissioner White moved for approval of the Agenda. Commissioner McCord seconded the motion. The motion carried, 7-0.

Approved agenda:

Work Session

4:30 PM Campgrounds Text Amendment

6:00 PM Call to Order

A) Invocation & Pledge of Allegiance

B) Approval of Agenda

Public Comment

Please limit comments to matters other than those appearing on this agenda as a PublicHearing. Public comments are limited to 3 minutes.

Commissioner's

Report

County Manager's

<u>Report</u>

County Attorney's

<u>Report</u>

Administrative

Reports

A) Presentation of Governor's Award for Volunteer Service

B) Emergency Management Departmental Update-Mary Newns, Director

Old Business

- A) Consideration and Action on An Ordinance of the Currituck County Board of Commissioners Amending Chapter 2, Article III, Division 10 Historic Preservation Commission of the Currituck County Code of Ordinances to Conform With Chapter 160D of the General Statutes of North Carolina and to Make Technical Corrections
- B) PB 21-10 Currituck County Text Amendment: Request to amend the Currituck County Unified Development Ordinance, Chapter 2. Administration, Chapter 6. Subdivision and Infrastructure Standards, and Chapter 10. Definitions and Measurement to allow family subdivisions on parent parcels 12 acres in area or larger without the required connection to an existing NCDOT maintained street.

Public Hearings

A) PB 21-12 Currituck County Text Amendment: Request to amend the Currituck County Unified Development Ordinance, Chapter 2. Administration, to allow a subdivision preliminary plat approval to be extended when a committed county utility cannot beprovided.

New Business

- A) Consideration of Resolution Authorizing the Purchase of Sulzer Pumps from Pete Duty & Associates, Inc., Through Sole Source Purchase
- B) Resolution of the Board of Commissioners Opposing Unfunded School Mandates
- C) Board Appointments
 - 1. Board of Adjustment
- D) Consent Agenda
 - 1. Budget Amendments
 - 2. Project Ordinance-Sound Park Bulkhead
 - 3. Project Ordinance-Silicone Roof Coatings at Central Elementary and Currituck MiddleSchools (Lottery Funds)

- 4. Master Fee Schedule-Amended
- 5. Approval Of Minutes-July 19, 2021

Recess

Special Meeting-Tourism Development Authority

TDA Budget

Amendments

Adjourn TDA and

Reconvene

Closed Session

Closed Session Pursuant to G.S. 143-318.11(a)(3) to consult with the County Attorney and preserve the attorney-client privilege; and G.S. 143-318.11(a)(6) to discuss personnel matters.

New Business

Consideration of a Resolution of the Currituck County Board of Commissioners Approving the Memorandum of Agreement Between the State of North Carolina and Local Governments on Proceeds Relating to the Settlement of Opioid Litigation

<u>Adjourn</u>

RESULT:	APPROVED [UNANIMOUS]		
MOVER:	Bob White, Commissioner		
SECONDER:	Kevin E. McCord, Commissioner		
AYES:	Michael H. Payment, Chairman, Paul M. Beaumont, Vice Chairman, J. Owen		
	Etheridge, Commissioner, Mary "Kitty" Etheridge, Commissioner, Selina S. Jarvis,		
	Commissioner, Kevin E. McCord, Commissioner, Bob White, Commissioner		

PUBLIC COMMENT

Please limit comments to matters other than those appearing on this agenda as a Public Hearing. Public comments are limited to 3 minutes.

Chairman Payment opened the Public Comment period. No one was signed up nor wished to speak and the Public Comment period was closed.

COMMISSIONER'S REPORT

Commissioner J. Owen Etheridge reported on the many residents who are utilizing the new Shingle Landing Park in Moyock. He suggested installing distance markers on the walking path and a bulletin board to post county information for residents.

Commissioner McCord welcomed the new Tractor Supply that recently opened in Moyock. He encouraged safety on the roadways with school buses traveling again and announced the school system is in need of bus drivers. He said Basic Law Enforcement Training will be offered in Currituck County at the new Public Safety Center and announced the ribbon cutting on August 16, 2021. He encouraged citizens to monitor the Currituck County website for information and cautioned people to do their research before commenting on social media.

Commissioner Beaumont, representative on the Albemarle Regional Planning Organization for Division 1, reported no funds for transportation projects are expected this year. Projects for scoring included adding a turn lane on Tulls Creek Road, a dividing island on Caratoke Highway, and roadwork on Waterlily Road. Commissioner Beaumont discussed fire response in the County and addressed criticisms when two fires broke in the same district at the same time. He encouraged folks who have concerns or questions about the county's fire services to email him.

Chairman Payment serves as a volunteer firefighter and also discussed fire response and how Dare County assists with calls in the lower end of the County when needed. He reported on the positive feedback from parents on various summer camps held by the YMCA and the Sheriff's Office. He commented how nice it was to see the Currituck County High School Band practicing outside at the school and announced a free Currituck Kids event on Saturday at the YMCA.

Commissioner Jarvis thanked all first responders for their efforts to keep the county safe and making Currituck County a top 10 family destination. She commended Chandler Sawyer, Maritime Museum Manager, and County staff for the museum's success since opening.

COUNTY MANAGER'S REPORT

Ben Stikeleather, County Manager, announced upcoming events to be held in the County that includes a celebration of agricultural heritage through Currituck County Cooperative Extension and an Aviation Day at Currituck County Regional Airport. He acknowledged the efforts of Airport Manager, William Nelson, who has achieved record sales of jet fuel and has done an excellent job bringing new aircraft into the County airport.

COUNTY ATTORNEY'S REPORT

County Attorney, Ike McRee, reported 424 contracts were processed through the office the past fiscal year. He announced the closing on the Tulls Creek Road, Moyock, school site property is scheduled for, Friday, August 6, 2021.

ADMINISTRATIVE REPORTS

A. Presentation of Governor's Award for Volunteer Service

Kathie Foreman with the Guardian Ad Litem program attended the meeting to present Wendy Harvey with the Governor's Award for Volunteer Service. Ms. Foreman said Ms. Harvey has served as a volunteer since 2017, advocating for abused and neglected children in the community. Ms. Foreman read a statement on Ms. Harvey's service. Ms. Harvey was present to receive the award.

B. Emergency Management Departmental Update-Mary Newns, Director

Mary Newns, Emergency Management Director, presented information on the Emergency Management and Communications offices. Call statistics were reported and services provided by the telecommunications office were discussed. Ms. Newns reported on storm preparations and predictions the 2021 Hurricane Season, presented predictions and preparations, and discussed the importance of vaccinations with the increase in Delta variant cases of Covid. Ms. Newns introduced the recently launched SafeCorolla.com website and in light of recent emergency calls, Commissioners discussed the importance of providing safety messaging to visitors. Commissioners recognized the teamwork and professionalism amongst Communications and Emergency Management staff.

OLD BUSINESS

A. Consideration and Action on An Ordinance of the Currituck County Board of Commissioners Amending Chapter 2, Article III, Division 10 Historic Preservation Commission of the Currituck County Code of Ordinances to Conform With Chapter 160D of the General Statutes of North Carolina and to Make Technical Corrections

AN ORDINANCE OF THE CURRITUCK COUNTY BOARD OF COMMISSIONERS AMENDING CHAPTER 2, ARTICLE III, DIVISION 10, HISTORIC PRESERVATION COMMISSION OF THE CURRITUCK COUNTY CODE OF ORDINANCES TO CONFORM WITH CHAPTER 160D OF THE GENERAL STATUTES OF NORTH CAROLINA AND TO MAKE TECHNICAL CORRECTIONS

WHEREAS, pursuant to N.C. Gen. Stat. §153A-76 a Board of Commissioners may change the composition and manner of selection of boards, commissions, and agencies, and may generally organize and reorganize the county government to promote orderly and efficient administration of county affairs; and

WHEREAS, pursuant to N.C. Gen. Stat. §153A-77 a board of commissioners may appoint advisory boards, committees, councils and agencies composed of qualified and interested county residents to study, interpret and develop community support and cooperation in activities conducted by or under the authority of the board of commissioners; and

WHEREAS, Chapter 160D of the North Carolina General Statutes now requires that an ordinance establishing a county historic preservation commission include a route of appeal from a decision of a county historic preservation commission and a code of ethics for members for a county historic preservation commission.

NOW, THEREFORE, BE IT ORDAINED by the Board of Commissioners for the County of Currituck, North Carolina as follows:

PART I. Chapter 2, Article III, Division 10 of the Code of Ordinances, Currituck County, North Carolina is amended as follows:

DIVISION 10. HISTORIC PRESERVATION COMMISSION

Sec. 2-261. - Title.

This division is known and may be cited as the Currituck County Historic Preservation Ordinance.

Sec. 2-262. - Purpose.

Whereas the historical heritage of Currituck County is a valued and important part of the general welfare; and whereas the conservation and preservation of the county's heritage, through the documentation and regulation of local historic districts or landmarks, or through the acquisition of historic properties, stabilizes and increases property values, and pursuant to G.S. 160A-400.1—160A-400.14, this division is enacted in order to:

- (1) Safeguard the heritage of Currituck County by preserving local landmarks within the county that embody important elements <u>of</u> county culture, history, architectural history, or prehistory; and
- (2) Promote the use and conservation of local landmarks for the education, pleasure and enrichment of the residents of Currituck County and the State of North Carolina.

Sec. 2-263. - Created.

There is hereby established a historic preservation commission, (the "commission"). The commission will consist of five members appointed by the board of commissioners. Members of the commission must have demonstrated education, experience, special interest, or a combination thereof, in historic preservation, history, architecture, architectural history, archaeology, cultural anthropology, planning, or related field. One member will be appointed to serve for a term of two years, two members will be appointed to serve for a term of three years, and two members will be appointed to serve for a term of four years. Thereafter members shall be appointed for terms of four years. Commissioners shall serve until their successors are appointed and qualified. All commissioners must be residents of the county.

Sec. 2-264. - Officers.

The commission will appoint from its membership a chair and any other officers as it may deem necessary for the orderly conduct of its business.

Sec. 2-265. - Meetings.

The commission will meet at least quarterly. A copy of the minutes of all meetings must be sent to the county manager. All meetings must be conducted in accordance with the Open Meetings Law of the State of North Carolina. The commission will annually present to the board of commissioners a report of its activities, budget, findings, recommendations, and actions, which will be made available to the public.

Sec. 2-266. - Powers and duties.

The commission is empowered to undertake such actions as may be reasonably necessary to the discharge and conduct of its duties and responsibilities as set forth in this division and in the North Carolina General Statutes, including, but not limited to:

(1) Organizing and conducting its business;

- (2) Receiving and spending funds, if any, appropriated by the board of commissioners for operating and performing its duties;
- (3) Conducting an inventory of properties of historical, archaeological, architectural, and/or cultural interest;
- (4) Recommending to the board of commissioners that individual buildings, structures, sites, area, or object within its zoning jurisdiction be designated as "local historic landmarks;"
- (5) Recommending to the board of commissioners that designation of any building, structure, site area or object as a local historic landmark be revoked or removed for cause;
- (6) Reviewing and making recommendations on proposals for exterior alteration, relocation or demolition of designated local historic landmarks;
- (7) Negotiating with property owners who propose to demolish or relocate a designated local historic landmark, in an effort to find a means of preserving such properties, including consulting with private civic groups, interested private citizens, and other public boards or agencies;
- (8) Instituting action through the county planning and community development department to prevent, restrain, correct or otherwise abate violation of this division or of an ordinance designating local historic landmarks;
- (9) Entering, at reasonable times and with the consent of the owner or occupant, upon private lands to make examinations, conduct surveys and inventories or other purposes in performance of its official duties. However, no member, employee or agent of the commission shall enter any private building or structure without express consent of the owner or occupant thereof;
- (10) Reviewing and making recommendations on proposals for alterations of interior features of designated local historic landmarks, as specified, and for which owner consent was given, in the ordinance establishing designation;
- (11) Appointing advisory bodies or committees as appropriate;
- (12) Recommending to the board of commissioners negotiation with property owners for the acquisition or protection of significant historic properties;
- (13) Recommending to the board of commissioners acquisition by any lawful means, the purchase fee, or any lesser included interest, including options to purchase, properties designated as local landmarks, or land to which historic buildings or structures may be moved; recommending to the board of commissioners to hold, manage, preserve, and restore such a property and improving the interest; and to exchange or dispose of the interest through public or private sale, lease, or other lawful means, provided the property shall be subject to covenants or other legally binding restrictions which shall secure appropriate rights of public access and the preservation of the

property. All lands, buildings, structures, sites, areas, or objects acquired by funds appropriated by the board of commissioners shall be acquired in the name of the county unless otherwise provided by the board of commissioners;

- (14) Accepting grants of funds from private individuals or organizations for preservation purposes;
- (15) Conducting educational programs pertaining to local historic landmarks and historic areas within its jurisdiction;
- (16) Publishing or otherwise informing the public about any matter related to its purview, duties, responsibilities, organization, procedures, functions or requirements;
- (17) Advising property owners about appropriate treatment for characteristics of local historic properties;
- (18) Cooperating with the State of North Carolina, the United States
 of America, local governments, public or private organizations, or
 their agencies, in pursuing the purposes of this division;
- (19) Preparing and recommending adoption of a preservation element or elements as part of a county's comprehensive plan; and
- Proposing to the board of commissioners amendment to this or to any other ordinance, and proposing new ordinance or laws relating to local historic landmarks or to the protection of the historic resources of the county and its environs.

Sec. 2-267. - Inventory.

The commission will use as a guide to identification, assessment, and designation of local historic landmarks an inventory of buildings, structures, sites, areas, or objects which are of historic, prehistoric, architectural, archaeological, and/or cultural significance. The commission will take steps as necessary to ensure that the inventory reflects information current to within 20 years.

Sec. 2-268. - Adoption of local historic landmark ordinance of designation.

(a) The board of commissioners may adopt and, from time to time, amend or repeal an ordinance designating one or more local historic landmarks. The ordinance will include the following:

- (1) The name or names of the owner or owners of the property;
- (2) Description of each property designated by the ordinance, including the address, if applicable, the physical configuration and orientation of the property so designated;
- (3) Description of those elements of the property which are integral to its historic, architectural, archaeological, and/or cultural significance;
- (4) Provide for each designated local historic landmark a suitable sign or plaque indicating that the local landmark has been designated a local historic landmark; and

(5) Any other information deemed necessary by the board of commissioners.

(b) The local landmark designation process may be initiated by either the commission or at the request of a property owner. No ordinance to designate a building, structure, site, area, or object will be adopted or amended until all of the

requirements of this division and its subsections are satisfied.

Sec. 2-269. - Criteria for designation as a historic local landmark.

To be designated as a historic local landmark, a property, building, site, area, or object must be found by the commission to possess special significance in terms of its history, prehistory, architecture, archaeology, or cultural importance, and to retain the integrity of its design, setting, workmanship, materials, feeling, and/or association.

Sec. 2-270. - Procedure for designating a local historic landmark.

(a) The commission will make, or cause to be made, an investigation and designation report which includes the following:

- (1) The name of the property to be designated, including both common and historic names if they can be determined;
- (2) The name and address of the current owner or owners;
- (3) The location of the property proposed for designation, including the street address and county tax map parcel number or parcel identification;
- (4) The dates of original construction and of all later additions or alterations, if applicable and as can be determined;
- (5) An assessment of the significance of the building or site as prescribed by this division;
- (6) An architectural or archaeological description of the area of the site or structure, including descriptions of all outbuildings and appurtenant features, proposed for designation;
- (7) A historical discussion of the site or structure within its type, period, and locality;
- (8) A photograph showing, to the fullest extent possible, the overall disposition of the property; one photograph of each facade or elevation and supplementary photographs as necessary to illustrate architectural details or ornamentation, siting, scale, proportion, and relationship of features or buildings, structures, or objects to each other; and
- (9) A map showing the location of the property, including all outbuildings and appurtenant features.

(b) Pursuant to G.S. 160A-400.6, as amended, the designation report must be submitted to the North Carolina Department of Cultural Resources, Division of Archives and History, (the "department"), or its successor agency, which, acting through the state historic preservation officer, will review the designation report and provide written comment and recommendations to the board of commissioners regarding the substance and effect of the proposed designation. Failure of the department to respond within 30 days following its receipt of the report will constitute approval of the report by the department and relieve the board of commissioners of all responsibility to consider the department's comments of recommendations concerning the report.

(c) At the expiration of the 30-day review period, the commission will consider the report and any comments or recommendations from the state historic preservation officer, and will accept it, amend it, reject it, or defer a decision until completion of a period of further study, not to exceed 60 days. The commission will forward to the board of commissioners a copy of the report, copies of written comments received from the department, and a recommendation either to approve or disapprove designation of the property, stating in its recommendation the extent to which the property meets the criteria for designation as set forth in this division. A recommendation for approval must be accompanied by a proposed ordinance of designation. A recommendation for disapproval will not necessarily prevent any future consideration of a property for designation as a local historic landmark.

(d) The board of commissioners will hold a public hearing, either jointly with the commission, or separately, to consider the proposed ordinance. Reasonable notice of the time and place thereof shall be given.

(e) Following the public hearing, the board of commissioners will consider the commission's designation report, its recommendation, the department's recommendation, and comments made at the public hearing, and may adopt the ordinance as proposed, adopt the ordinance with amendments, or reject the ordinance.

(f) Upon adoption of the ordinance, the commission staff will:

Within 30 days of adoption, send the owner(s) of the landmark(s) notice of the designation, explaining the substance of the commission's decision;

 (2) File one copy of the ordinance, and any subsequent amendments, in the office of the county's register of deeds, which will index local historic landmarks according to the name of the owner in the grantee and

grantor indexes;

(3) Notify the county tax assessor's office of the landmark designation.

(g) Upon notification of landmark designation from the commission, the county tax assessor shall indicate the designation on all appropriate tax maps for as long as the designation remains in effect.

(h) Upon disapproval of a designation report, a copy of the minutes of the meeting at which the decision to deny was made must be provided to the owner of the property proposed for designation, together with correspondence explaining the substance of the commission's decision.

Sec. 2-271. - Certificate of appropriateness required.

(a) From and after the designation of a local historic landmark, no construction, alteration, reparation, rehabilitation, relocation, or demolition of any building, structure, site, area, or object will be performed upon such

landmark until a certificate of appropriateness, (the "certificate"), is granted by the commission. A certificate will be required for any and all exterior work, including masonry walls, fences, light fixtures, steps and pavement, any other appurtenant features, any above ground utility structures, and any type of advertising sign.

(b) A certificate is required in order to obtain a building permit, or any other permit granted for the purposes of constructing, altering, moving, or demolishing structures, and is required whether a building permit or other permit is required. Any building permit or other permit not issued in conformity with this section is invalid.

(c) For the purposes of this division, "exterior features" includes architectural style, general design, general arrangement, kind and texture of material, size and scale, and type and style of all windows, doors, light fixtures, signs, any other appurtenant features, historic signs, historic advertising, landscape, and archaeological or natural features.

(d) A certificate is required to specific interior features of architectural, artistic, or historical significance in publicly owned local landmarks and in privately owned local landmarks for which consent to review has been given in writing by the owner. Such consent shall be filed with the county's register of deeds and indexed according to the name of the property owner in the grantee and grantor indexes and binds future owners and/or successors in title. The ordinance establishing historic designation of the property will specify the interior features subject to review and the specific nature of the commission's jurisdiction over those features.

(e) When approving a certificate, the commission may attach reasonable conditions necessary to the proper execution of this division.

(f) Commission staff may issue a certificate for "minor works" as defined by the commission. "Minor works" include the ordinary maintenance or repair of any exterior feature of a local historic landmark, provided such maintenance or repair does not involve a change in design, material, or appearance thereof.

(g) No application for a "minor works" certificate will be denied without deliberation by the commission.

(h) Under this section, the commission will institute action, through the county planning and community development department, to prevent, restrain, correct or otherwise abate the construction, reconstruction, alteration, restoration relocation or demolition of buildings structures, appurtenant features, or any other features which would be incongruous with the special character of the local landmark.

Sec. 2-272. - Review guidelines.

Prior to the designation of a historic local landmark, the commission will prepare and adopt guidelines not inconsistent with G.S. 160A-400.1—160A-400.14 for constructing, altering, restoring, rehabilitating, relocating, removing, or demolishing of property designated as historic, which guidelines will ensure, insofar as possible, that changes in designated local historic landmarks are in harmony with the reasons for designation.

Sec. 2-273. - Certain changes not prohibited.

Nothing in this division is to be construed to prevent:

- (1) The ordinary maintenance or repair of any exterior feature of a historic local landmark, provided such maintenance or repair does not involve a change in design, material, or appearance of the historic local landmark;
- (2) The construction, alteration, relocation, or demolition of any feature, building, or structure when the chief building inspector certifies to the commission that action is necessary to the public health or safety because of an unsafe or dangerous conditions;
- (3) A property owner from making use of property not otherwise prohibited by statute, ordinance, or regulation; or
- (4) The maintenance of, or, in the event of an emergency, the immediate restoration of any existing above ground utility structure without approval by the commission.

Sec. 2-274. - Delay of demolition.

(a) Except as provided below, a certificate authorizing the demolition of a designated local historic landmark may not be denied. However, the commission may delay the effective date of a certificate for a period of up to 365 calendar days from the date of approval. The commission may reduce the period of delay where it finds that the owner would suffer extreme hardship or be deprived permanently of all beneficial use of such property as a result of the delay. During the delay period, the commission will negotiate with the property owner and with any other party in an effort to find a means of preserving the property as provided in section 2-266 of this division.

(b) The commission may deny an application for a certificate authorizing the demolition or destruction of any locally designated landmark, which the state historic preservation office has determined to be of statewide significance, as defined by the criteria of the National Register of Historic Places, unless the commission finds that the owner would suffer extreme hardship or be deprived permanently of all beneficial use of the property as a result of the denial.

(c) In the event that the commission has voted to recommend designation of a property as a local landmark and local landmark designation has not been made by the board of commissioners, the demolition of any building, site, object, area or structure located on the property of the proposed local landmark may be delayed by the commission for a period of up to 180 calendar days or until the board of commissioners takes final action on the proposed designation, whichever occurs first. If the board of commissioners approves the local landmark designation prior to the expiration of the 180-day delay period, an application for a certificate of appropriateness authorizing demolition must then be filed; however, the maximum delay period of 365 days shall be reduced by the number of days elapsed during the 180-day delay while designation was pending.

Sec. 2-275. - Demolition by neglect.

Failure of an owner to regularly, consistently, and fully maintain a designated local landmark constitutes demolition, through neglect, without a valid certificate of appropriateness and a violation of this division. The commission will institute action, through the county planning and community development department, to prevent, restrain, correct or otherwise abate such demolition, provided the action includes appropriate safeguards to protect property owners from undue economic hardship.

Sec. 2-276. - Application and required procedures.

(a) An application for a certificate shall be obtained from the commission staff. An application for a certificate will be completed and submitted to the <u>commission staff</u> county planning director in the form established <u>by the</u> <u>commission</u> by the <u>commission staff</u> county planning director and will be reviewed by commission staff to determine if the application is complete in accordance with the procedures and standards <u>adopted by the commission</u>. included in the Administrative Manual and Unified Development Ordinance.

(b) The commission has, as detailed in the administrative manual, power to <u>may</u> require the submittal, with the application, of pertinent information sufficient to determine an application's completeness.

(c) Incomplete applications are <u>shall</u> not <u>be</u> accepted.

(d) Before considering an application for a certificate, the commission will notify by mail the owners of any adjacent property. Such notices are for the convenience of property owners and occupants and no defect or omission therein impairs the validity of the issuing a certificate or of any subsequent action.

(e) When considering an application for a certificate, the commission will give the applicant and owners of any property likely to be materially affected by the application an opportunity to be heard.

(f) When considering an application for a certificate, the commission will apply the review guidelines required by section 2-272 of this division and will, in approving with conditions, disapproving or deferring an application, make findings of fact to be entered into the minutes of its meetings. The minutes shall also contain a summary of any citation to evidence, testimony, studies, or other authority upon which the commission based its decision.

(g) The commission has 60 calendar days following submittal of a complete application within which to act. Failure by the commission to take final action within such period shall constitute approval of the application as submitted. This period may be extended by mutual agreement between the commission and the applicant.

(h) A certificate is valid for 180 calendar days from the date of issuance, or, in the case of a certificate for demolition, from the effective date. If the authorized work is not commenced within that period or has been discontinued for more than 365 calendar days from the date of issuance, the certificate will immediately expire and the applicant required to reapply.

(i) If the commission denies a certificate, a new application affecting the same property may be submitted, provided a substantial change is proposed in the plans. (j) An appeal of a final action by the commission may be made to the county board of adjustment. Written notice of intent to appeal must be sent to the commission, postmarked within 20 calendar days following the commission's decision. Appeals must be filed with the county board of adjustment within 30 calendar days following the commission's decision and is in the nature of certiorari. A decision by county board of adjustment may be appealed to the Superior Court of Currituck County.

(k) A certificate is required for locally designated landmarks or buildings, structures, sites, areas, which are owned by the State of North Carolina or any of its agencies, political subdivisions, or instrumentalities, subject to the regulations of this division and in accordance with G.S. 160A-400.9(f).

(l) In the case of a building, structure, site, area, or object designated as a local historic landmark threatened with demolition, as the result of willful neglect or otherwise, material alteration, rehabilitations or removal, except in compliance with this division, the commission, the board of commissioners or any other party aggrieved by such action may institute any appropriate action or proceeding to prevent, retrain, correct or otherwise abate such violation, or to prevent any illegal act or conduct with respect to such property.

Sec. 2-277. - Conflict with other laws.

Whenever the provisions of this division are in conflict with any other statute, charter provision, ordinance, or regulation of the Currituck County Board of Commissioners, the more restrictive ordinance or regulation shall govern.

<u>Sec. 2-278 – Code of Ethics.</u>

- (a) Before entering their duties, commission members shall qualify by taking an oath of office pursuant to G.S. 160D-309 and signing a written affirmation that the commission member has read and understands the code of ethics set out in this section.
- (b) <u>A commission member shall not vote on any advisory or legislative decision regarding a regulation adopted pursuant to this ordinance where the outcome of the matter being considered is reasonably likely to have a direct, substantial, and readily identifiable financial impact on the commission member.</u>
- (c) <u>A commission member shall not vote on any advisory or legislative</u> decision regarding a regulation adopted pursuant to this ordinance if the landowner of the property subject to the application is a person with whom the member has a close familial, business, or other associational relationship. A close familial relationship means a spouse, parent, child, brother, sister, grandparent, or grandchild. This term includes the step, half, and in-law relationships.

(d) A commission member exercising quasi-judicial functions pursuant to this ordinance shall not participate in or vote on any quasi-judicial matter in a manner that would violate affected persons' constitutional rights to an impartial decision maker. Impermissible violations of due process include, but are not limited to, a member having a fixed opinion prior to hearing the matter that is not susceptible to change, undisclosed ex parte communications, a close familial, business, or other associational relationship with an affected person, or a financial interest in the outcome.

PART II. All ordinances or parts of ordinances in conflict with this ordinance are hereby repealed.

PART III. This ordinance is effective immediately upon adoption.

ADOPTED this 2nd day of August, 2021.

Ike McRee, County Attorney, presented the Ordinance at its second reading and reviewed the changes to the Historic Preservation Ordinance so it conforms with 160D state statutes. Language had also been added, as directed by the Board of Commissioners at the first reading of the Ordinance, to require Historic Preservation Commission members to adhere to the Code of Ethics.

Following review, Commissioner Jarvis moved to adopt the Ordinance. Commissioner White seconded the motion. The motion passed, 7-0.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Selina S. Jarvis, Commissioner
SECONDER:	Bob White, Commissioner
AYES:	Michael H. Payment, Chairman, Paul M. Beaumont, Vice Chairman, J. Owen
	Etheridge, Commissioner, Mary "Kitty" Etheridge, Commissioner, Selina S.
	Jarvis, Commissioner, Kevin E. McCord, Commissioner, Bob White,
	Commissioner
	Michael H. Payment, Chairman, Paul M. Beaumont, Vice Chairman, J. Owen Etheridge, Commissioner, Mary "Kitty" Etheridge, Commissioner, Selina S. Jarvis, Commissioner, Kevin E. McCord, Commissioner, Bob White,

- B. PB 21-10 Currituck County Text Amendment: Request to amend the Currituck County Unified Development Ordinance, Chapter 2. Administration, Chapter 6. Subdivision and Infrastructure Standards, and Chapter 10. Definitions and Measurement to allow family subdivisions on parent parcels 12 acres in area or larger without the required connection to an existing NCDOT maintained street.
- To: Board of Commissioners

From: Planning Staff

Date: REVISED June 30, 2021

Subject: PB 21-10 Currituck County Text Amendment Family Subdivisions

Request

The proposed text amendment initiated by the Board of Commissioners will allow family subdivisions on parent parcels 12 acres in area or larger without the required connection to an existing NCDOT maintained street or a street that meets NCDOT standards. Resultant family subdivision lots shall be three acres in area minimum and are exempt from the current UDO requirement that private access streets shall not serve more than five lots. The current UDO language will not allow extension of a private access street serving more than five lots.

Text Amendment Review Standards

The advisability of amending the text of the UDO is a matter committed to the legislative discretion of the Board of Commissioners and is not controlled by any one factor. In determining whether to adopt or deny the proposed text amendment, the Board of Commissioners may weigh the relevance of and consider whether and the extent to which the proposed text amendment:

- 1. Is consistent with the goals, objectives, and policies of the Land Use Plan and other applicable county-adopted plans;
- 2. Is not in conflict with any provision of this Ordinance or the County Code of Ordinances;
- 3. Is required by changed conditions;
- 4. Addresses a demonstrated community need;
- 5. Is consistent with the purpose and intent of the zoning districts in this Ordinance, or would improve compatibility among uses and ensure efficient development within the county;
- 6. Would result in a logical and orderly development pattern; and
- 7. Would not result in significantly adverse impacts on the natural environment, including but not limited to water, air, noise, stormwater management, wildlife, vegetation, wetlands, and the natural functioning of the environment.

Land Use Plan Policies

The following 2006 Land Use Plan Policies are relevant to this proposed text amendment.

<u>POLICY TR8</u>: Local streets shall be designed and built to allow for convenient CIRCULATION WITHIN AND BETWEEN NEIGHBORHOODS and to encourage mobility by pedestrians and bicyclists. Care shall be taken to encourage local street "connectivity" without creating opportunities for cut-through traffic from outside the connected areas.

<u>POLICY TR12</u>: New residential developments shall provide for the installation of PAVED PUBLIC ROADWAY AND DRAINAGE INFRASTRUCTURE at the time of development. This policy is intended to prevent the creation of substandard developments that must later correct for infrastructure problems that could have been avoided, had they been installed properly from the beginning. Family subdivisions and non-asphalt roads serving the northern beaches are the only exceptions to this policy.

Staff Recommendation

Staff recommends that the Board carefully consider impacts of this text amendment on all property owners. Owners of property along existing private access streets currently have assurance that development that accesses the street will be limited unless the street is improved to NCDOT standards.

The UDO states that the purpose of subdivision regulations is to promote health, safety, convenience, order, prosperity, and welfare of present and future residents of the county and subdivision and infrastructure standards are established to maintain conditions essential to the public's health, safety, and general welfare.

Road maintenance is important and necessary for access, safety, and emergency response. Relaxing standards for family subdivisions may detrimentally impact existing roads and property owners along those roads. This ordinance may create situations where roads are further deteriorated due to the creation of additional lots on substandard roads. Staff is concerned with allowing unlimited lots along a private access street. This text amendment leaves the potential for an unlimited number of lots dependent on access from a private access street. The current limitation for private access streets is 5 lots.

Staff recommends a process for existing owners of a private access street and those with the legal right to access a private street the ability to provide consent for further subdivision along the street. The proposed language includes a requirement for consent by owners of existing private streets.

Staff recommends that family subdivision lots created subject to these regulations shall not be further divided into family subdivision lots, the proposed language includes this prohibition.

Staff suggests including language on the recorded plat that the family subdivision is for the purpose of keeping the land within the family and not for the purpose of short-term investment or circumvention of the UDO.

Staff recommends approval of the request and suggests the following Statement of Consistency: The requested zoning text amendment is consistent with the goals, objectives and policies of the 2006 Land Use Plan including:

<u>Policy TR12</u>: New residential developments shall provide for the installation of PAVED PUBLIC ROADWAY AND DRAINAGE INFRASTRUCTURE at the time of development. This policy is intended to prevent the creation of substandard developments that must later correct for infrastructure problems that could have been avoided, had they been installed properly from the beginning. Family subdivisions and non-asphalt roads serving the northern beaches are the only exceptions to this policy.

The request is reasonable and in the public interest because:

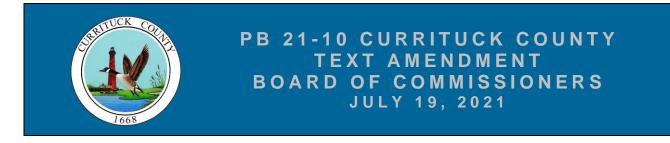
It allows family subdivisions to create larger parcels with relaxed access standards for the purpose of keeping the land within the family.

Planning Board Recommendation

On June 8, 2021, the Planning Board recommended <u>denial</u> of the requested text amendment with a 3-2 vote.

<u>Motion</u>

Mr. Doll moved to recommend denial of PB 21-10 because the request is not consistent with the 2006 Land Use Plan: Land Use and Development Goal #10 to properly distribute development forms in accordance with the suitability of land, infrastructure available, and the compatibility of surrounding land uses. And the text amendment may not result in a logical and orderly development pattern because extension of sub-standard private access streets for family subdivision purposes may detrimentally impact existing property owners along the streets. Chairman Ballance seconded the motion and the motion carried 3-2 with Mr. Owens and Mr. Bass voting nay.



Amendment to the Unified Development Ordinance, Chapter 2. Administration, Chapter 6. Subdivision and Infrastructure Standards, and Chapter 10. Definitions and Measurement.

BE IT ORDAINED by the Board of Commissioners of the County of Currituck, North Carolina that the Unified Development Ordinance of the County of Currituck be amended as follows:

Item 1: That Chapter 2 is amended by adding the following underlined language and renumbering accordingly:

2.4.8. Subdivision

D		
D.	Minor Subdivision	
(1)	Procedure	(a) Pre-Application Conference
		Not applicable.
		(b) Community Meeting
		Not Applicable.
		 (c) Application Submittal and Acceptance (i) Applicable (see Section 2.3.4). Application shall include a final plat prepared in accordance with the standards in Section 2.4.8.E.5.b, Final Pla Review Standards.
		(ii) Applications <u>and plats</u> for a family subdivision shall include an attestation that the purpose for the subdivision is solely for the conveyance of lots to family members, and that conveyance of a lot in a family subdivision to a non-family member is a violation of this Ordinance.
		(d) Staff Review and Action
		Applicable (see Section 2.3.5). The Planning Director shall decide an application for a minor subdivision in accordance with Section 2.3.5.D, Applications Subject to Decision by Planning Director or Technical Review Committee, and Section 2.4.8.D.2, Minor Subdivision Review Standards. (e) Public Hearing Scheduling and Public Notification
		Not applicable.
		(f) Public Hearing Procedures
		Not applicable.
		(g) Advisory Body Review and Recommendation
		Not applicable.
		(h) Decision-Making Body Review and Decision
·>		Not applicable.
(2)	Minor Subd	ivision Review Standards
		(a) General Standards
		A minor subdivision shall be approved on a finding that: (i) It complies with all applicable standards i Chapter 6: Subdivision and Infrastructure Standards
		Chapter 6: Subdivision and Infrastructure Standards the standards for a final plat in Section 2.4.8.E.5.B and all other applicable standards in this Ordinance

(ii) It complies with the dimensional standards of Chapter 3 (except as allowed in Section 2.4.8.D.2.B.IV);

(iii) It will result in no more than three lots created from the parent parcel or tract (including the residual parcel or tract of less than ten acres in area), as it existed on April 2, 1989 (except as allowed in Section 2.4.8.D.2.B, Additional Standards for Family Subdivisions, or as allowed in Section 2.4.8.D.2.C., Additional Standards for Nonresidential Minor Subdivisions);

(iv) It does not front an existing NCDOT-maintained public street (except for Family Subdivisions, and Non-residential Minor Subdivisions);

(v) The parent parcel and new parcel(s) shall front a private access street (except as allowed in Section 2.4.8.D.2.C, Additional Standards for Nonresidential Minor Subdivisions). The existing driveway to the parent parcel shall be removed if that driveway is not converted into the private access street to service the resultant parcels.

(vi) There is no public right-of-way dedication;

(vii) It does not create a private access street serving more than two lots unless it is a family subdivision;

(viii) Any private access street created shall connect to an existing NCDOT-maintained public street (except as allowed in Section 2.4.8.D.2.B.IV) and shall comply with Section 6.2.1.B.1 Private Access Street Standards; and,

(ix) It does not require significant infrastructure improvements. For the purpose of this section significant infrastructure includes, but is not limited to: a road installed to NCDOT standards, fire hydrant, and/or a fire pond.

(b) Additional Standards for Family Subdivisions

Family subdivisions shall follow the review procedure for minor subdivisions and shall comply with the general standards in (a) above as well as the following:

> (i) Lots shall be conveyed solely to family members within two degrees of kinship (e.g., child, grandchild). A maximum of one lot shall be conveyed to the individual family member, including family subdivisions on different parent parcels.

> (ii) No more than five lots are created from the parent parcel or tract (including the residual parcel or tract of less than ten acres in area) as it existed ten years prior to application submittal.

(iii)) Ingress and egress to a lot shall not be from a
ma	ajor arterial street.
(iv)	Private access streets created shall connect to
an	NCDOT-maintained public street and shall not
ser	rve more than five lots except for lots that meet
<u>the</u>	e following standards:
(A)	The parent parcel or tract shall be a minimum of
<u>12 acres in area.</u>	
(B)	Lots created shall be a minimum of 3 acres in
area in all zoning districts with a minimum lot width	<u>n of 125 feet.</u>
(C)	Existing and new streets shall be improved in
accordance with Section 6.2.1.B.1. from an NCDOT	maintained public street to the lots created.
(D)	A certification by an NC licensed engineer shall
be required on the recorded plat indicating that the	he existing and new streets meet North Carolina
State Fire Code.	
(E)	All owners of existing private streets shall
consent to the family subdivision application.	
(F)	An agreement specifying ownership and
responsibility for the maintenance of existing and r	new streets shall be recorded prior to approval of
<u>the plat.</u>	
(G)	The plat shall state that lots created shall not be
further divided into family subdivision lots.	

(v) Principal uses shall be limited to single-family detached dwellings and customary accessory uses.

Item 2: That Chapter 6 is amended by adding the following underlined language: **6.2.1. Street Standards**

Ε.	Applicability
	Unless exempted in accordance with Section 6.2.1.B, Exemptions, the street standards shall apply to all streets serving three or more lots.
-	
F	Exemptions
(1)	Private Access Streets
	 (a) A street within a family subdivision or serving a subdivision of two or fewer lots are exempted from the standards in this section, provided they are configured in accordance with Figure 6.2.1.B, Private Access Street Standards, and Section 6.2.1.CD.4, Connection with State Streets, except as permitted in Section 2.4.8.D.2.B.IV. (b) One private access street is allowed per parent parcel as it existed on April 2, 1989, except as permitted in Section 2.4.8.D.2.B.IV. (c) All subdivision plats served by private access streets shall bear the following notation: "Private access streets do not meet the NCDOT's minimum standards for the assumption of maintenance. Currituck County does not construct or maintain streets. Further
	subdivision of any lot shown on this plat may be prohibited

by the Currituck County UDO unless the private access street is improved consistent with minimum NCDOT standards."

G.	Street Design Standards
	Streets in development subject to these standards shall comply with the
	following:
(4)	Connection with State Streets
	Provide direct access to an improved street that meets NCDOT
	design and construction standards or one that has been
	accepted for maintenance by NCDOT, to the maximum extent
	practicable.
Н.	Minimum Street Width

All streets in a subdivision subject to these standards shall comply with the minimum street width standards in Table 6.2.1.D, Minimum Street Width Standards.

TABLE 6.2.1.D: MINIMUM STREET WIDTH STANDARDS						
	Local Street		Collector Street		NCDOT	NCDOT
Right of Way Width (feet)	Minimum Pavement Width (feet)	Minimum Shoulder Width (feet)	Minimum Pavement Width (feet)	Minimum Shoulder Width (feet)	Design Standards Applicable?	Construction Standards Applicable?
24	20	2	N/A	N/A	No	No
See NCDOT Subdivision Roads Minimum Construction Yes Yes				Yes		
Standards Manual Yes Yes			Yes			
30	20 [1]	N/A	N/A	N/A	No	Yes
30	20 [1]	N/A	N/A	N/A	No	Yes
	Minimum Right of Way Width (feet) 24 See NCDOT S 30	Minimum Right of Way Width (feet)Minimum Pavement Width (feet)2420See NCDOT Subdivision Stande3020 [1]	Minimum Right of Way Width (feet)Minimum Pavement Width (feet)Minimum Shoulder Width (feet)24202See NCDOT Subdivision Roads Ministration Standards Manuer3020 [1]3020 [1]N/A	Minimum Right of Way Width (feet)Local StreetCollectorMinimum Pavement Width (feet)Minimum Shoulder Width (feet)Minimum Pavement Width (feet)24202N/ASee NCDOTSubdivision Standards ManualN/A3020 [1]N/AN/A	Minimum Right of Way Width (feet)Local StreetCollector StreetMinimum Pavement Width (feet)Minimum Shoulder Width (feet)Minimum Pavement Width (feet)Minimum Pavement Width (feet)Minimum Pavement Width (feet)24202N/AN/ASee NCDOT Subdivision Roads Minimum Standards ManualStandards ManualN/AN/A3020 [1]N/AN/AN/A	Minimum Right of Way Width (feet)Local StreetCollector StreetNCDOT Design Standards Applicable?24202N/AN/ANo24202N/AN/ANoSee NCDOT Subdivision Roads Minimum Standards ManualYes3020 [1]N/AN/AN/ANo

NOTES:

[1] See Section 6.2.1.G for one-way street pavement width requirements

[2] Streets in Planned Developments shall be installed in accordance with the approved master plan and the requirements of this section.

Water Supply Standards
Water Supply System Required
 (a) Every principal use and every buildable lot in subdivision shall be serviced by a means of water supply that is adequate to accommodate the reasonable needs of such use or lot and that complies with all applicable health regulations. (b) All buildable lots within a planned unit development planned development, or multi-family development shall be connected and serviced by the county water supply system. (c) Except for family subdivisions, lots in the Fruitville and Moyock-Gibbs Woods Townships, and lots located in the

Agriculture (AG) zoning district, all new subdivisions and nonresidential development shall be connected and serviced by the county water supply.

Item 3: That Chapter 10 is amended by adding the following underlined language:

10.3.3 Lots			
Lot Types (see Figure 10.3.3.A.7, Lot Types)			
	(5) Family Subdivision Lot A lot created through the family subdivision process (see Section 2.4.8).		
Ger	neral Lot Requirements		
	 (2) Family Subdivision Lots (a) Family subdivision lots shall maintain a minimum lot area of 40,000 square feet, regardless of the minimum requirements for the zoning district (except <u>as permitted in Section 2.4.8.D.2.B.IV or</u> in the SFR district, where district requirements apply). (b) Family subdivision lots are not required to front onto a public or private street. 		

10.3 Definitions

STREET, PRIVATE ACCESS

A street subject to the requirements of Section 6.2.1.B.1, Private Access Streets, that serves a family subdivision or a maximum of two lots.

SUBDIVISION, FAMILY

A subdivision where single-family lots may only be conveyed to family members within two degrees of kinship (e.g., child, grandchild).

Item 4: Staff suggested Statement of Consistency and Reasonableness:

Item 5: The provisions of this Ordinance are severable and if any of its provisions or any sentence, clause, or paragraph or the application thereof to any person or circumstance shall be held unconstitutional or violative of the Laws of the State of North Carolina by any court of competent jurisdiction, the decision of such court shall not affect or impair any of the remaining provisions which can be given effect without the invalid provision or application.

Item 6: This ordinance amendment shall be in effect from and after the _____ day of _____, 2021.

Planner, Jennie Turner, reviewed the text amendment with Commissioners after an initial presentation at the July 19, 2021, Commissioner meeting. Ms. Turner displayed a chart on the overhead and compared the rules currently established for family subdivisions in the

Unified Development Ordinance (UDO) with the relaxed access standards being considered by the Board. Proposed text amendment language and consistency statements were reviewed. Staff recommended approval of the text amendment as presented. The Planning Board had recommended denial of the request.

Ms. Turner responded to questions pertaining to the division of parcels and reset dates, and several scenarios demonstrating lot divisions were presented. Commissioners discussed the language proposed for road maintenance, improvements and enforcement of road requirements. Commissioners held lengthy discussion of road conditions and standards and Commissioner Jarvis expressed her concerns with a lack of established standards for access roads and the unlimited access points allowed in the current language.

To address concerns, Commissioners considered capping the number of access points. Commissioners also considered setting some standards for access roads which may include an initial engineering certification and resetting and grading at each housing build. Commissioners agreed to require a re-grade of access roads, utilizing the same road materials, prior to issuance of a Certificate of Occupancy (CO) for housing builds.

Chairman Payment called a recess at 7:51 PM. The meeting reconvened at 8:00 PM.

Ike McRee, County Attorney, clarified the proposed language would allow creation of up to ten (10) additional family subdivision lots. He discussed North Carolina Department of Transportation (NCDOT) standards and maintenance requirements. Commissioners discussed whether NCDOT maintenance should be required. It was confirmed that paving would be required to meet NCDOT standards.

Kevin Kemp, Development Services Director, said a real time picture could be presented should the text amendment result in an influx of family subdivision applications and suggested information could be passed on to the Board of Commissioners when applications are received by the Planning Department. Mr. McRee confirmed the requirements and the authority of the Board should a moratorium be necessary.

Needing additional discussion, Commissioner White moved to table the item until the August 16, 2021, meeting of the Board of Commissioners. The motion passed, 4-3, with Commissioners Paul Beaumont, J. Owen Etheridge, and Kevin McCord opposed. Mr. Kemp said staff would revise the text with requirements agreed upon so far.

RESULT:	TABLED [4 TO 3]	Next: 8/16/2021 4:00 PM
MOVER:	Bob White, Commissioner	
SECONDER:	Selina S. Jarvis, Commissioner	
AYES:	Michael H. Payment, Chairman, Mary "Kitty" E	Etheridge, Commissioner, Selina
	S. Jarvis, Commissioner, Bob White, Commis	sioner
NAYS:	Paul M. Beaumont, Vice Chairman, J. Owen B	Etheridge, Commissioner, Kevin
	E. McCord, Commissioner	

PUBLIC HEARINGS

A. PB 21-12 Currituck County Text Amendment:

To: Board of Commissioners

From: Planning Staff

Date: July 15, 2021

Subject: PB 21-12 Currituck County Text Amendment Extension of Preliminary Plat/Use Permit

Request

The proposed text amendment initiated by the Board of Commissioners will allow for a subdivision preliminary plat approval to be extended when a committed county utility cannot be provided. The Board gave staff direction to address this situation in the 2021 Retreat.

Background

Under the current Unified Development Ordinance, approval of a preliminary plat vests a subdivision project and allows it to move forward to construction drawing phase. Construction drawings are the detailed, engineered drawings showing individual lots and all the information necessary to install required public improvements. Upon approval of preliminary plat, an applicant typically invests time and resources to engineering the project, applying for any state permits (such as CAMA, stormwater, wastewater, and erosion control), and finalizing the design of the subdivision, including access to public utilities. State permits are required prior to approval of construction drawings. After construction drawings are approved, the next step is installation of the proposed improvements. Once the improvements are installed, certified, and verified, a project can move toward final plat. When a final plat is approved, the plat can be recorded, and individual lots may be sold.

Or	dinance	Preliminary Plat Expiration and Extension
1984	Subdivision	One year with potential one-year extension.
Ordinance		
1989 UDO		One year with potential one-year extension.
1992 UDO		Two years with potential two-year extension.
2007 & 201	13 UDO	Two years if a complete application for final plat not received with potential two-year extension. ¹
April Amendmer	2019 UDO nt	Three years with no extension. ²

¹During this time, the Board heard numerous requests for extensions to allow time for full project design, application for all state permits and improvement installation.

²This standard is effective for all preliminary plats that received approval after April 2019.

With the existence of the Moyock Regional Wastewater Treatment Plant, the county committed to serve Moyock Commons residential subdivision with sewer. The 55-lot Moyock Commons subdivision received preliminary plat approval in June 2017 and an extension in June 2019. The project did not move forward with construction drawings phase until the Moyock Regional WWTP was under Special Order of Consent from NC Division of Water Resources that limits sewer availability. The project cannot move forward with this limitation. State permits for construction drawings cannot be issued under the

SOC. This language was drafted to give any applicant relief who is relying on a committed county utility but access to the utility cannot be provided in the appropriate time span. Staff is proposing an administratively approved extension when a committed county utility cannot be provided.

Text Amendment Review Standards

The advisability of amending the text of the UDO is a matter committed to the legislative discretion of the Board of Commissioners and is not controlled by any one factor. In determining whether to adopt or deny the proposed text amendment, the Board of Commissioners may weigh the relevance of and consider whether and the extent to which the proposed text amendment:

- 1. Is consistent with the goals, objectives, and policies of the Land Use Plan and other applicable county-adopted plans;
- 2. Is not in conflict with any provision of this Ordinance or the County Code of Ordinances;
- 3. Is required by changed conditions;
- 4. Addresses a demonstrated community need;
- 5. Is consistent with the purpose and intent of the zoning districts in this Ordinance, or would improve compatibility among uses and ensure efficient development within the county;
- 6. Would result in a logical and orderly development pattern; and
- 7. Would not result in significantly adverse impacts on the natural environment, including but not limited to water, air, noise, stormwater management, wildlife, vegetation, wetlands, and the natural functioning of the environment.

Staff Recommendation/Statement of Consistency

Staff recommends approval of the text amendment.

The proposed text amendment is consistent with the 2006 Land Use Plan including:

Land Use and Development Goal #10 To properly distribute development forms in accordance with the suitability of the land, infrastructure available and the compatibility of surrounding land uses.

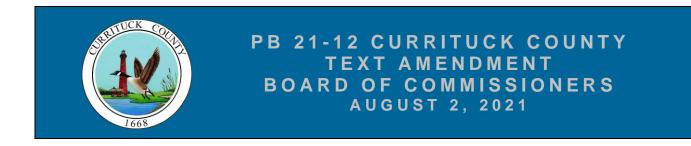
<u>POLICY PP2</u>: Currituck County shall continue to implement a policy of ADEQUATE PUBLIC FACILITIES, sufficient to support associated growth and development. Such facilities may include but not be limited to water supply, school capacity, park and open space needs, fire fighting capability, and law enforcement.

Planning Board Recommendation

On July 13, 2021, the Planning Board recommended approval of the requested text amendment as presented with a 5-0 vote.

<u>Motion</u>

Mr. Bass motioned to approve PB 21-12 because the request is consistent with Land Use and Development Goal #10 and Policy PP2 of the 2006 Land Use Plan. Mr. Doll seconded the motion and the text amendment was approved unanimously with a 5-0 vote.



Amendment to the Unified Development Ordinance, Chapter 2. Administration:

BE IT ORDAINED by the Board of Commissioners of the County of Currituck, North Carolina that the Unified Development Ordinance of the County of Currituck be amended as follows:

Item 1: That Chapter 2 is amended by adding the underlined language and numbering accordingly:

Major SubdivisionPreliminary Plat Standards, Effect, Amendment, and Expir(a) Preliminary Plat Review StandardsAn application for a type I or type II prelimitapproved only upon a finding the applicatthe preliminary plat complies with:(i) All applicable standardsSubdivision and Infrastructure Starapplicable standards in this Ordinat(ii) The standards in 2.4.6.D, SpStandards, if applicable;(iii) The Currituck County Stormwat(iv) All standards or conditionsapplicable development permits ar(v) All other applicable requireme	
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 (ii) The standards in 2.4.6.D, Spectrum Standards, if applicable; (iii) The Currituck County Stormware (iv) All standards or conditions applicable development permits are 	ndards, and othe
Standards, if applicable; (iii) The Currituck County Stormwa (iv) All standards or conditions applicable development permits ar	nce;
 (iii) The Currituck County Stormware (iv) All standards or conditions applicable development permits and a standards 	ecial Use Perm
(iv) All standards or conditions applicable development permits an	
applicable development permits an	ter Manual;
	<i>,</i> ,
(v) All other applicable requireme	••
	nts in the Count
Code of Ordinances.	
(b) Effect of Development Approval	
Approval of a type I or type II preliminary p	
(i) The submittal of construction	-
subdivision or an approved	phase of th
subdivision, in accordance with this	
(ii) Review and decision on const	
by the Technical Review Commit	•
concurrently with the preliminary p	•••
(c) Amendment of Development Approva	1
Applicable (see Section 2.3.14).	
(d) Expiration of Development Approval	
(i) Approval of a type I or type I	I preliminary pla
shall automatically expire if a com	plete applicatio
for approval of a final plat is not	cubmitted withi

three years after the date of approval of the type I or type II preliminary plat.

(ii) If the county cannot provide a committed county utility, the Director may, on receiving a written request for extension before the expiration date of the preliminary plat (including extensions granted prior to (INSERT: the effective date of this text amendment), grant an extension of the expiration time period of the preliminary plat for a period of two years from the date notice is provided to the applicant that the county utility is available.

Item 2: Statement of Consistency

Item 3: The provisions of this Ordinance are severable and if any of its provisions or any sentence, clause, or paragraph or the application thereof to any person or circumstance shall be held unconstitutional or violative of the Laws of the State of North Carolina by any court of competent jurisdiction, the decision of such court shall not affect or impair any of the remaining provisions which can be given effect without the invalid provision or application.

Item 4: This ordinance amendment shall be in effect from and after the _____ day of _____, 2021.

Planner, Jennie Turner, reviewed the County sponsored text amendment with the Board of Commissioners. Ms. Turner used the overhead and reviewed the background of the request which would provide relief for applicants when committed utilities are not available. Proposed text amendment language in the Unified Development Ordinance was reviewed. Review standards and consistency statements were presented. Both Planning Board and staff recommend approval.

Chairman Payment opened the Public Hearing. No one was signed up nor wished to speak and the Public Hearing was closed.

Commissioner McCord moved to approve PB 21-12 because the request is consistent with Land Use and Development Goal #10 and Policy PP2 of the 2006 Land Use Plan. Commissioner J. Owen Etheridge seconded the motion. The motion carried, 7-0.

RESULT: MOVER: SECONDER: AYES:	APPROVED [UNANIMOUS] Kevin E. McCord, Commissioner J. Owen Etheridge, Commissioner Michael H. Payment, Chairman, Paul M. Beaumont, Vice Chairman, J. Owen Etheridge, Commissioner, Mary "Kitty" Etheridge, Commissioner, Selina S. Jarvis, Commissioner, Kevin E. McCord, Commissioner, Bob White,
	Jarvis, Commissioner, Kevin E. McCord, Commissioner, Bob White, Commissioner

NEW BUSINESS

A. Consideration of Resolution Authorizing the Purchase of Sulzer Pumps from Pete Duty & Associates, Inc., Through Sole Source Purchase Ben Stikeleather, County Manager, reviewed the Sole Source Purchase Resolution that would provide for the purchase of pumps to maintain consistency with existing wastewater equipment.

Commissioner White moved for approval and the motion was seconded by Commissioner McCord. The motion carried, 7-0.

RESOLUTION AUTHORIZING THE PURCHASE OF SULZER PUMPS FROM PETE DUTY & ASSOCIATES, INC. THROUGH SOLE SOURCE PURCHASE PURSUANT TO N.C. GEN. STAT. §143-129(e)(6)

WHEREAS, N.C. Gen. Stat. §143-129(e)(6) authorizes a unit of local government to purchase apparatus, supplies, materials or equipment when standardization or compatibility is an overriding consideration; and

WHEREAS, proper functioning of the County's Ocean Sands Wastewater Treatment Plant (OSWWTP) requires replacement of one effluent dosing pump and three reactor backwash pumps with existing systems equipment; and

WHEREAS, as the sole and exclusive distributor of Sulzer wastewater products in the State of North Carolina, Pete Duty & Associates, Inc. is the only entity capable of providing the county with pumps compatible with current OSWWTP equipment and operational systems, and

WHEREAS, the County's OSWWTP has been using Pete Duty & Associates, Inc. to construct, develop and upgrade its system; and

WHEREAS, the County's OSWWTP needs replacement of one effluent dosing pump and three reactor backwash pumps and Pete Duty & Associates is supplier of compatible pumps; and

WHEREAS, Pete Duty & Associates, Inc. is supplying the County's OSWWTP with replacement of one effluent dosing pump at a cost of \$11,627.00 and three reactor backwash pumps at a cost of \$19,528.80; and

WHEREAS, the total cost for the purchase is \$31,155.80.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners for Currituck County, North Carolina as follows:

Section 1. The County of Currituck is authorized to enter into a contract in the amount of \$31,155.80 with Pete Duty & Associates, Inc. for the sole source purchase of Sulzer wastewater products in accordance with the sole source provision requirements set forth by N.C. Gen. Stat. \$143-129(e)(6). Further, the County Manager is authorized to execute the agreement with Pete Duty & Associates, Inc. for the acquisition apparatus, materials, and equipment acquisition described in this resolution and the proposed contract.

Section 2. This resolution shall be effective upon its adoption.

This the 2nd day of August 2021.

RESULT: MOVER: SECONDER: AYES:	APPROVED [UNANIMOUS] Bob White, Commissioner Kevin E. McCord, Commissioner Michael H. Payment, Chairman, Paul M. Beaumont, Vice Chairman, J. Owen Etheridge, Commissioner, Mary "Kitty" Etheridge, Commissioner, Selina S.
	Etheridge, Commissioner, Mary "Kitty" Etheridge, Commissioner, Selina S. Jarvis, Commissioner, Kevin E. McCord, Commissioner, Bob White, Commissioner

B. Resolution of the Board of Commissioners Opposing Unfunded School Mandates

Ike McRee, County Attorney, reviewed the Resolution that had been requested by the Board of Commissioners at the prior meeting to address the unfunded mandates counties are being burdened with as a result of actions taken by the North Carolina General Assembly.

Commissioner Jarvis suggested the Resolution be shared with neighbors to encourage other boards to adopt similar language.

Commissioner J. Owen Etheridge moved to adopt the Resolution and that copies be sent to the local education agencies in the State of North Carolina. The motion was seconded by Chairman Payment. The motion carried, 7-0.

RESOLUTION OF THE CURRITUCK COUNTY BOARD OF COMMISSIONERS EXPRESSING CONCERN WITH UNFUNDED AND UNDERFUNDED STATE MANDATES FOR PUBLIC EDUCATION

WHEREAS, Article IX, §2 of the North Carolina Constitution provides "[T]he General Assembly shall provide by taxation and otherwise for a general and uniform system of free public schools, which shall be maintained at least nine months in every year, and wherein equal opportunities shall be provided for all students."; and

WHEREAS, the Court of Appeals of North Carolina, citing the North Carolina Supreme Court decisions in *Leandro v. State*, 346 N.C. 336, 488 S.E.2d 249 (1997) and *Hoke Cty. Bd. of Educ. v. State*, 358 N.C. 605, 599 S.E.2d 365 (2004), explained in *Silver v. Halifax Cty. Bd. of Comm'rs*, 255 N.C. App. 559, 805 S.E.2d 320 (2017) that "[T]he constitutional duty to provide a sound basic education rests upon the State"; and

WHEREAS, there has been a long tradition and partnership and cost sharing between the State and counties to fund public education operations and facilities; and

WHEREAS, it is becoming a State practice, no matter how well meaning, to reduce State spending by shifting to counties unfunded or underfunded mandates for the improvement of public education as exemplified by requiring that local school systems reduce the size of K-3 elementary school classes; and WHEREAS, because of these unfunded or underfunded mandates, Currituck County is faced with expending millions of local taxpayer dollars for capital improvements and additional funding for teachers and other school operational costs; and

WHEREAS, Currituck County opposes state unfunded mandates and requiring county funding of State responsibilities without revenue to cover a county's cost of such funding.

NOW, THEREFORE, BE IT RESOLVED by the Currituck County Board of Commissioners that the North Carolina General Assembly, and in particular the county's legislative delegation, take no action that places additional financial burden on counties and that the State of North Carolina assume the unfunded and underfunded mandates placed upon counties.

ADOPTED this 2nd day of August, 2021.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	J. Owen Etheridge, Commissioner
SECONDER:	Michael H. Payment, Chairman
AYES:	Michael H. Payment, Chairman, Paul M. Beaumont, Vice Chairman, J. Owen
	Etheridge, Commissioner, Mary "Kitty" Etheridge, Commissioner, Selina S.
	Jarvis, Commissioner, Kevin E. McCord, Commissioner, Bob White,
	Commissioner

C) Board Appointments

1. Board of Adjustment

Chairman Payment nominated Robin Kane to serve as his representative on the Board of Adjustment. Mr. Kane will serve as an alternate on the Board and fill the unexpired term of Lynn Hicks through December, 2022.

Commissioner Mary Etheridge seconded the motion. The motion carried, 7-0.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Michael H. Payment, Chairman
SECONDER:	Mary "Kitty" Etheridge, Commissioner
AYES:	Michael H. Payment, Chairman, Paul M. Beaumont, Vice Chairman, J.
	Owen Etheridge, Commissioner, Mary "Kitty" Etheridge, Commissioner,
	Selina S. Jarvis, Commissioner, Kevin E. McCord, Commissioner, Bob
	White, Commissioner

D) Consent Agenda

Commissioner Mary Etheridge asked about Item 3 of Consent Agenda and the cost differences between the two schools for silicone roofing repairs. It was explained that the schools had two different roof types, one being flat and needing more extensive repair.

Following review, Commissioner J. Owen Etheridge moved for approval of Consent Agenda. Commissioner McCord seconded the motion. The motion carried, 7-0.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	J. Owen Etheridge, Commissioner
SECONDER:	Kevin E. McCord, Commissioner
AYES:	Michael H. Payment, Chairman, Paul M. Beaumont, Vice Chairman, J. Owen
	Etheridge, Commissioner, Mary "Kitty" Etheridge, Commissioner, Selina S.
	Jarvis, Commissioner, Kevin E. McCord, Commissioner, Bob White,
	Commissioner

1. Budget Amendments

			Debit		С	redit
		De	crease Revenue	or	Increase	Revenue or
Account Number Account Description		lr	Increase Expense			e Expense
10752-519700	HCCBG - In Home	\$	15,53	32		
10560-519701	HCCBG - Access Services	\$				
10330-432200	HCCBG - In Home	Ψ		,,	\$	15,936
10390-499900	Fund Appropriate Balance			_	\$	433
		\$	16,36	39	\$	16,369
Net Budget Eff	to State Funding Authorizations		5.369.			
Net Budget En		seu by an	Debit			Credit
			Decrease Rever	ue or	Increas	e Revenue o
Account Number	Account Description		Increase Expe	nse	Decrea	ase Expense
10510-532001	Supplies - GHSP Grant PROJ013	795	\$ 1	0,600		
10510-590001	Capital Outlay - GHSP Grant PRC	J013795	\$ 23,796			
10330-449510	Sheriff Grants				\$	34,396
			\$ 3	1.396	\$	34,396
F uelos etism				,	,	
Explanation:	Sheriff (10510) - Increase appropriatio Program Project PROJ013795 for 4 p crisis response in schools.					

Account Descri Capital Outlay Courthouse Pro Appropriated Fu Public Works (104 Cooperative Extens and generator. Pro	jects ind Balance 60) - Carry-forw	\$ \$ \$ \$				se Revenue o ase Expense 406,698	
Capital Outlay Courthouse Pro Appropriated Fu Public Works (104 Cooperative Extens	jects ind Balance 60) - Carry-forw	\$ \$ \$ \$	crease Ex	68,838 337,860	Decre \$	ase Expense	
Capital Outlay Courthouse Pro Appropriated Fu Public Works (104 Cooperative Extens	jects ind Balance 60) - Carry-forw	\$		68,838 337,860	\$		
Courthouse Pro Appropriated Fu Public Works (104 Cooperative Extens	ind Balance 60) - Carry-forw	\$		337,860		406,698	
Appropriated Fu Public Works (104) Cooperative Extens	ind Balance 60) - Carry-forw	\$				406,698	
Public Works (104 Cooperative Extens	60) - Carry-forw		4	106,698		406,698	
Cooperative Extens	· ·			106,698	¢		
Cooperative Extens	· ·	ard Publ			Ψ	406,698	
		lacemer	nt, stainles	s steel toile	et in detei		
	(10)						
t: Operating Fund	(10) - Increase	d by \$40				Que al!4	
			Debit			Credit	
		Dec	Decrease Revenue or		Increas	Increase Revenue or	
Account Descri	<u>ption</u>					se Expense	
Capital Outlay -	911 Grants	\$	3	32,700			
Emergency Mg	mt Grants				\$	332,700	
		\$	3	32 700	\$	332,700	
		Ψ		52,700	Ψ	002,700	
	-						
t: Operating Fund	(10) - Increase	d by \$33					
				ebit		Credit	
			Decrease Revenue or		Incre	ase Revenue o	
Account Description	<u>1</u>		Increase	Expense	Dec	rease Expense	
CCMS - Silicone Ro	of Coating		\$	340 000			
		Coating					
Lottery Proceeds				,	\$	405,000	
			\$	405,000	\$	405,000	
ddle School and Cen							
	Account Descri Capital Outlay - Emergency Mg Emergency Teleph Communications s t: Operating Fund Account Description CCMS - Silicone Ro Central Elem Schoo Lottery Proceeds	Account Description Capital Outlay - 911 Grants Emergency Mgmt Grants Emergency Telephone System Fu Communications space in the Pul t: Operating Fund (10) - Increase Account Description CCMS - Silicone Roof Coating Central Elem School - Silicone Roof Lottery Proceeds chool Contruction (51848) - Increase a iddle School and Central Elementary S ilding.	Account Description Dec Account Description Ind Capital Outlay - 911 Grants \$ Emergency Mgmt Grants \$ Emergency Telephone System Fund (2653) \$ Communications space in the Public Safe \$ Account Description \$ Account Description \$ Account Description \$ CCMS - Silicone Roof Coating \$ Central Elem School - Silicone Roof Coating \$ Contruction (51848) - Increase appropriation \$ Chool Contruction (51848) - Increase appropriation \$ Contruction (51848) - Increase a	Account Description Decrease Reve Account Description Increase Exp Capital Outlay - 911 Grants \$ 3 Emergency Mgmt Grants \$ 3 Emergency Telephone System Fund (26535) - Increase Communications space in the Public Safety building tt: Operating Fund (10) - Increased by \$332,700. Decrease Decrease Account Description Increase CCMS - Silicone Roof Coating \$ Central Elem School - Silicone Roof Coating \$ S \$ S \$ Chool Contruction (51848) - Increase appropriations for silicoliddle School and Central Elementary Schools, which will hauilding.	Image: Construction of the construle of the construction of the constructio	Debit Debit Account Description Increase Revenue or Increase Expense Increase Capital Outlay - 911 Grants \$ 332,700 \$ Emergency Mgmt Grants \$ 332,700 \$ Emergency Telephone System Fund (26535) - Increase appropriations fo Communications space in the Public Safety building funded through a PS \$ tt<	

					Debit		Credit	
	-		+	Decreas	se Revenue or	Increas	se Revenue o	
Account Number	· .	Account Description	Increase Expense			Decrease Expens		
43848-590000	_	Capital Outlay		\$	880,000			
43390-499900	-	Fund Balance Appropriated				\$	880,000	
				\$	880,000	\$	880,000	
Explanation:	_	and Banking Fund (43) - Carry- Ills Creek Road.	forv	vard purch	ase of land for s	school pro	operty on	
Net Budget Effe	ct:	Land Banking Fund (43) - Inc	rea	sed by \$88	80.000.			
				-	Debit		Credit	
				_	_			
	-	Account Decorintion	Decrease Revenue or		Increase Revenue			
Account Number	-	Account Description		Increase Expense		Decre	ase Expense	
10441-557100		Software License Fees		\$	53,852			
10390-499900		Appropriated Fund Balance				\$	53,852	
				\$	53,852	\$	53,852	
Explanation:		ormation Technology (10441) - ephone system upgrades that				remaining	in ITS for	
Net Budget Effe	ct:	Operating Fund (10) - Increase	ed b	-			0	
			-		Debit		Credit	
				Decreas	se Revenue or	Increa	se Revenue or	
Account Number	4	Account Description	_	Increa	se Expense	Decre	ase Expense	
50795-590008		Sound Park Bulkhead FY 2022	_	\$	50,000			
50390-495015		T F - Occupancy Tax				\$	50,000	
				•		•		
			_	\$	50,000	\$	50,000	
Explanation:		unty Governmental Construction eplace the bulkhead at the Sour			ase appropriatio	ns for des	ign to repair	
Net Budget Effec	:t:	County Governmental Construct	ion	Fund (50) li	ncreased by \$50	,000.		

		Debit		Credit	
		Decrease Revenue or	Increas	e Revenue or	
Account Number	Account Description	Increase Expense	Decre	Decrease Expense	
10390-499900	Appropriated Fund Balance		\$	38,096	
10531 514500	Training and Education	\$ 1,000			
10531 516200	Vehicle Maint	\$ 500			
10531 514000	Travel	\$ 2,000			
10531 532000	Supplies	\$ 5,000			
10531 590000	Capital Outlay	\$ 29,596			
		\$ 38,096	\$	38,096	
Explanation:	Emergency Management (10531	· ·	ling for 800	mHz radios,	
	training and supplies for Emerger	ncy Management.			
Net Budget Effe	ct: Operating Fund (10) - Increas	ed by \$38.096.			

2. Project Ordinance-Sound Park Bulkhead

COUNTY OF CURRITUCK CAPITAL PROJECT ORDINANCE

BE IT ORDAINED by the Currituck County Board of Commissioners, North Carolina that pursuant to Section 13.2 of Chapter 159 of the General Statutes of North Carolina, the following capital project ordinance is hereby adopted:

SECTION 1. The project authorized is design and construction for repairs and replacement of the bulkhead at Sound Park in Point Harbor.

SECTION 2. The following amounts are appropriated for the project:

Central Elementary - Silicone coating on roof	\$ 65,000
Currituck Co Middle - Silicone coating on roof	\$ 340,000
	\$ 405,000

SECTION 3. The following funds are available to complete this project:

Lottery Funds		\$ 405,000
	-	\$ 405,000

SECTION 4. The Finance Director is hereby directed to report, on a quarterly basis, on the financial status of each project element delineated in Section 2 above.

SECTION 5. SPECIAL APPROPRIATIONS AND RESTRICTIONS

The Budget Officer is hereby authorized to transfer appropriations within the fund as contained herein under the following conditions:

a. He may transfer amounts between object line items within the fund up to One Thousand dollars (\$1,000).

SECTION 6. CONTRACTUAL OBLIGATIONS

The County Manager is hereby authorized to execute contractual documents under the following conditions:

- a. He may execute contracts for construction or repair projects which do not require formal competitive bid procedures.
- b. He may execute contracts for (1) purchases of apparatus, supplies, and materials, or equipment which are within the budgeted departmental appropriations; (2) leases of personal property for a duration of one year or less and within budgeted departmental appropriations; and (3) services which are within budgeted departmental appropriations.
- c. He may execute contracts, as the lessor or lessee of real property, which are of a duration of one year or less which are within the budgeted departmental appropriations.

SECTION 7. USE OF BUDGET ORDINANCE

The Budget Officer and the Finance Director shall use this capital project ordinance for administration of the budget and for the accounting system.

ADOPTED this 2nd day of August 2021.

3. Project Ordinance-Silicone Roof Coatings at Central Elementary and Currituck Middle Schools (Lottery Funds)

COUNTY OF CURRITUCK CAPITAL PROJECT ORDINANCE

BE IT ORDAINED by the Currituck County Board of Commissioners, North Carolina that pursuant to Section 13.2 of Chapter 159 of the General Statutes of North Carolina, the following capital project ordinance is hereby adopted:

SECTION 1. The project authorized is applying a silicone coating on roofs of Currituck Middle School and Central Elementary School to prevent leaks. This will provide a 20 year warranty for these facilities.

SECTION 2. The following amounts are appropriated for the project:

Central Elementary - Silicone coating on roof	\$ 65,000
Currituck Co Middle - Silicone coating on roof	\$ 340,000
	\$ 405.000

SECTION 3. The following funds are available to complete this project:

Lottery Funds	\$ 405,000
	\$ 405,000

SECTION 4. The Finance Director is hereby directed to report, on a quarterly basis, on the financial status of each project element delineated in Section 2 above.

SECTION 5. SPECIAL APPROPRIATIONS AND RESTRICTIONS

The Budget Officer is hereby authorized to transfer appropriations within the fund as contained herein under the following conditions:

a. He may transfer amounts between object line items within the fund up to One Thousand dollars (\$1,000).

SECTION 6. CONTRACTUAL OBLIGATIONS

The County Manager is hereby authorized to execute contractual documents under the following conditions:

a. He may execute contracts for construction or repair projects which do not require formal competitive bid procedures.

b. He may execute contracts for (1) purchases of apparatus, supplies, and materials, or equipment which are within the budgeted departmental appropriations; (2) leases of personal property for a duration of one year or less and within budgeted departmental appropriations; and (3) services which are within budgeted departmental appropriations.

c. He may execute contracts, as the lessor or lessee of real property, which are of a duration of one year or less which are within the budgeted departmental appropriations.

SECTION 7. USE OF BUDGET ORDINANCE

The Budget Officer and the Finance Director shall use this capital project ordinance for administration of the budget and for the accounting system.

ADOPTED this 2nd day of August 2021.

- 4. Master Fee Schedule-Amended
- 5) Approval Of Minutes-July 19, 2021
 - 1. Minutes for July 19, 2021

RECESS

Chairman Payment recessed the regular meeting at 8:42 PM to hold a Special Meeting of the Tourism Development Authority.

SPECIAL MEETING-TOURISM DEVELOPMENT AUTHORITY

The Board of Commissioners held a Special Meeting sitting as the Tourism Development Authority during a recess of the 6:00 PM, August 2, 2021 regular meeting. The Special Meeting was held in the Board Meeting Room of the Historic Courthouse, 153 Courthouse Road, Currituck, North Carolina, for the purpose of considering Budget Amendments.

TDA Budget Amendments

Ben Stikeleather, County Manager, reviewed the budget amendments for Board consideration. Occupancy Tax funds were provided for partial payment on the Sound Park bulkhead repair and to cover additional staff and contract extension for lifeguard services.

Commissioner White moved for approval. Commissioner Jarvis seconded the motion. The motion carried, 7-0.

				Debit		C	Credit
			Decrea	se Revenue or		Increase	Revenue or
Account Number		Account Description	Increa	ase Expense		Decreas	se Expense
15447-587050		T T - County Govt Construction	\$	50,000			
15320-415000		Occupancy Tax				\$	50,000
			\$	50,000		\$	50,000
Explanation:	Go rep pla	urism Related Expenses (15447) - overnmental Construction fund for t pair/replacement of bulkhead at the aces and a portion of the boat ramp e budget had been adopted.	he design e Sound P	contracts and r ark. The bulkhe	elat ead	ed costs has deter	for the ioated in
Net Budget Effe	ct:	Occupancy Tax Fund (15) - Increa	ased by \$	50,000.			

				Debit		Credit
			Decre	ease Revenue or	Increas	e Revenue or
Account Number	<u>Ac</u>	ccount Description	Increase Expense		Decrea	ase Expense
15447-545001	Be	each Services	\$	50,000		
15320-415000	0	ccupancy Tax			\$	50,000
			\$	50,000	\$	50,000
Explanation:	additi	sm Related Expenses onal stations through (gh the last Sunday in I	October 7	11, 2021 and to exte	end truck	
Net Budget Effec	ct: O	ccupancy Tax Fund (1	5) - Incre	ased by \$50,000.		
RESULT: MOVER:		PROVED [UNANIMO	-			

	· · · · · · · · · · · · · · · · · · ·
MOVER:	Bob White, Commissioner
SECONDER:	Selina S. Jarvis, Commissioner
AYES:	Michael H. Payment, Chairman, Paul M. Beaumont, Vice Chairman, J. Owen
	Etheridge, Commissioner, Mary "Kitty" Etheridge, Commissioner, Selina S.
	Jarvis, Commissioner, Kevin E. McCord, Commissioner, Bob White,
	Commissioner

ADJOURN TDA AND RECONVENE

The Board had no further business and Commissioner Beaumont moved to adjourn. Commissioner McCord seconded the motion. The motion carried, 7-0, and the meeting of the Tourism Development Authority concluded at 8:46 PM.

APPROVED [UNANIMOUS]
Paul M. Beaumont, Vice Chairman
Kevin E. McCord, Commissioner
Michael H. Payment, Chairman, Paul M. Beaumont, Vice Chairman, J. Owen
Etheridge, Commissioner, Mary "Kitty" Etheridge, Commissioner, Selina S. Jarvis,
Commissioner, Kevin E. McCord, Commissioner, Bob White, Commissioner
F

CLOSED SESSION

The regular meeting was reconvened by Chairman Payment at 8:46 PM for a Closed Session.

Closed Session Pursuant to G.S. 143-318.11(a)(3) to consult with the County Attorney and preserve the attorney-client privilege; and, G.S. 143-318.11(a)(6) to discuss personnel matters.

Chairman Payment moved the Board into Closed Session pursuant to G.S. 143-318.11(a)(3) to consult with the County Attorney and preserve the attorney-client privilege; and, G.S. 143-318.11(a)(6) to discuss personnel matters.

NEW BUSINESS

Consideration of a Resolution of the Currituck County Board of Commissioners Approving the Memorandum of Agreement Between the State of North Carolina and Local Governments on Proceeds Relating to the Settlement of Opioid Litigation

The Board returned from Closed Session at 9:25 PM to consider a Resolution authorizing the County to enter into an agreement with the State of North Carolina to settle litigation related to the opioid crisis.

Commissioner Beaumont moved for approval. Commissioner Jarvis seconded the motion. The motion carried, 7-0.

A RESOLUTION OF THE CURRITUCK COUNTY BOARD OF COMMISSIONERS

APPROVING THE MEMORANDUM OF AGREEMENT (MOA) BETWEEN THE STATE OF NORTH CAROLINA AND LOCAL GOVERNMENTS ON PROCEEDS RELATING TO THE SETTLEMENT OF OPIOID LITIGATION

WHEREAS, as of 2019, the opioid epidemic had taken the lives of more than 16,500 North Carolinians, torn families apart, and ravaged communities from the mountains to the coast; and

WHEREAS, the COVID-19 pandemic has compounded the opioid crisis, increasing levels of drug misuse, addiction, and overdose death; and

WHEREAS, the Centers for Disease Control and Prevention estimates the total "economic burden" of prescription opioid misuse alone in the United States is \$78.5 billion a year, including the costs of healthcare, lost productivity, addiction treatment, and criminal justice involvement; and

WHEREAS, certain counties and municipalities in North Carolina joined with thousands of local governments across the country to file lawsuit against opioid manufacturers and pharmaceutical distribution companies and hold those companies accountable for their misconduct; and

WHEREAS, representatives of local North Carolina governments, the North Carolina Association of County Commissioners, and the North Carolina Department of Justice have negotiated and prepared a Memorandum of Agreement (MOA) to provide for the equitable distribution of any proceeds from a settlement of national opioid litigation to the State of North Carolina and to individual local governments; and

WHEREAS, Local Governments and the State of North Carolina anticipate a settlement in the national opioid litigation to be forthcoming; and

WHEREAS, by signing onto the MOA, the state and local governments maximize North Carolina's share of opioid settlement funds to ensure the needed resources reach communities, once a negotiation is finalized, as quickly, effectively, and directly as possible; and

WHEREAS, it is advantageous to all North Carolinians for local governments, including Currituck County and its citizens, to sign onto the MOA and demonstrate solidarity in response to the opioid epidemic, and to maximize the share of opioid settlement funds received both in the state and this county to help abate the harm; and

WHEREAS, the MOA directs substantial resources over multiple years to local governments on the front lines of the opioid epidemic while ensuring that these resources are used in an effective way to address the crisis.

NOW, THEREFORE BE IT RESOLVED, by the Currituck County Board of Commissioners that Currituck County hereby approves the Memorandum of Agreement Between the State of North Carolina and Local Governments on Proceeds Relating to the Settlement of Opioid Litigation, and any subsequent settlement funds that may come into North Carolina because of the opioid crisis. Furthermore, the County Manager, County Attorney, County Finance Director and Chairman of the Board of Commissioners are authorized to take such measures as necessary to comply with the terms of the MOA and receive any settlement funds, including executing any documents related to the allocation of opioid settlement funds and settlement of lawsuits related to this matter. Be it further resolved copies of this resolution and the signed MOA be sent to opioiddocs@ncdoj.gov as well as forwarded to the North Carolina Association of County Commissioners at communications@ncacc.org.

Adopted this the 2nd day of August, 2021.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Paul M. Beaumont, Vice Chairman
SECONDER:	Selina S. Jarvis, Commissioner
AYES:	Michael H. Payment, Chairman, Paul M. Beaumont, Vice Chairman, J. Owen
	Etheridge, Commissioner, Mary "Kitty" Etheridge, Commissioner, Selina S. Jarvis, Commissioner, Kevin E. McCord, Commissioner, Bob White, Commissioner

ADJOURN

Motion to Adjourn Meeting

The Board had no further business and Commissioner Mary Etheridge moved to adjourn. The motion was seconded by Commissioner Jarvis. The motion carried, 7-0, and the meeting of the Board of Commissioners adjourned at 9:26 PM.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Mary "Kitty" Etheridge, Commissioner
SECONDER:	Selina S. Jarvis, Commissioner
AYES:	Michael H. Payment, Chairman, Paul M. Beaumont, Vice Chairman, J. Owen
	Etheridge, Commissioner, Mary "Kitty" Etheridge, Commissioner, Selina S. Jarvis, Commissioner, Kevin E. McCord, Commissioner, Bob White, Commissioner



BOARD OF COMMISSIONERS CAMPGROUND WORKSHOP

AUGUST 2, 2021

AGENDA OF WORKSHOP:

- A. Brief review of the goal for this proposed Text Amendment.
- B. Line-by-line review of proposed Text Amendment based on feedback from previous workshops.
- C. Alternative camping unit discussion.



BOARD OF COMMISSIONERS CAMPGROUND WORKSHOP

AUGUST 2, 2021

AGENDA ITEM A: Goal of Proposed Text Amendment.

AGENDA ITEM B:

Review of Text Amendment

- 1. Provide a path for existing nonconforming campgrounds to come into compliance with UDO standards.
- 2. Allow nonconforming campgrounds to continue to operate if not improved or expanded.
- 3. Allow new campgrounds with conditional zoning approval from the Board of Commissioners.

Gibbs Woods 615 Moyock NDY POINT BARNES go irrituck KOA-OBX WEST BELLE ISLAND Map Corolla Waterlih Avdlett oplar Branch 136 Jarvis binger Point Harbor

Private Campgrounds – Existing prior to January 1, 2013

	PROPOSED CHANGES TO THE UDO	RECOMMENDATION , COMMENTS
٩M	END TABLE 4.1.1.A: SUMMARY USE TABLE	ł
	Add "Private Campgrounds" as use; allowed in Conditional Zoning districts: AG, SFM, SFI, and GB.	YES / NO
AM	END SECTION 4.2.4.J (add regulations for "Private Campgrounds")	
a)	Camping is allowed ONLY in campgrounds and campground subdivisions.	YES / NO
o)	For campgrounds existing prior to 01/01/2013 to comply: Submit Conditional Rezoning application.	Time period from adoption of TA?
	Conceptual plan shall show:	
	 Total number of campsites (RV, travel trailer, tent, camping cabin, alternative camping units.) Max of <u>20%</u> of sites may contain camping cabins or alternative camping units. 	YES / NO
	cabin, alternative camping units.) Max of 20% of sites may	YES / NO YES / NO
	 cabin, alternative camping units.) Max of <u>20%</u> of sites may contain camping cabins or alternative camping units. Number and location of "seasonal camp sites". Max of <u>50%</u> 	
	 cabin, alternative camping units.) Max of <u>20%</u> of sites may contain camping cabins or alternative camping units. Number and location of "seasonal camp sites". Max of <u>50%</u> of sites may be seasonal. Existing and proposed facilities (laundry, restroom, kitchen, 	YES / NO
	 cabin, alternative camping units.) Max of <u>20%</u> of sites may contain camping cabins or alternative camping units. Number and location of "seasonal camp sites". Max of <u>50%</u> of sites may be seasonal. Existing and proposed facilities (laundry, restroom, kitchen, retail, recreation, boat docks, water access, etc.) Existing and proposed infrastructure (water, septic, 	YES / NO YES / NO

	1	
	 Proposed dwelling units shall only be occupied by campground employees and their immediate families. 	YES / NO
	Campsite platforms not to exceed 100 square feet.	YES / NO
	Submit an operational plan, including:	
	Designate time period (between Nov. 1 st & March 1 st) to close for seasonal and short-term guests.	YES / NO
	Inventory of full-time, year-round residents.	YES / NO
	• Plan to amortize full-time residents (30% in 5 years, 15% each following year.) No replacement when one leaves.	YES / NO Effective date of amortization?
	• <u>Ten years after effective date of TA, no full-time, year-round</u> residents shall be permitted.	YES / NO
	• Documentation of notification of amortization to full-time residents.	YES / NO
	Total number of employees residing on property during season and time of closure.	YES / NO
	• Amendments to operational plan can be done administratively, if meet conditions of Conditional Zoning.	YES / NO
	 Inspection for compliance prior to opening to guests (yearly). 	YES / NO
c) I	For campgrounds not in existence prior to 01/01/2013 (new campg	rounds)
	Frontage <u>& access</u> along a major arterial.	YES / NO
	Type "C" Landscape Buffer shall be provided for all adjacent properties.	YES / NO
	Minimum parcel size of 25-acres.	YES / NO
	Max of 500 campsites.	YES / NO
	Max density of 12 campsites per acre.	YES / NO
L	l	1

CAMA and 404 Wetlands are not used in density calculation	YES / NO
Conceptual development plan submitted with conditional zoning, sh	owing:
• Property is under single ownership and all one parcel.	YES / NO
 All campsites, buildings, facilities, infrastructure, etc. 100- foot setback. 	YES / NC
 Campsites and designations of "RV/camper/travel trailer", "Tent", "Camping Cabins" (site built, on-frame modular, alternative camping units) 	YES / NC
• Max of <u>20%</u> of sites may be alternative camping units.	YES / NO
 Campsites designated as seasonal or short-term. Max of <u>50</u>% of total number of sites may be seasonal. 	YES / NC
General location of structures, buildings, facilities, etc.	YES / NC
 General location and total square footage of storage areas. <u>To be used by short-term or seasonal guests only.</u> 	YES / NC
 General location and total square footage of residential dwelling units. (<200 campsites may have up to 3 residences, >200 campsites may have up to 5 residences, >200 campsites may have bunkhouse (max. of 2,000 square feet). 	YES / NO
General location of all required infrastructure.	YES / NO
Submit an operational plan, including:	
 Designate time period (between Nov. 1st & March 1st) to close for seasonal and short-term guests. 	YES / NC
 Total number of employees residing on property during season and closure time. 	YES / NC
• Amendments to operational plan can be done administratively, if meet conditions of Conditional Zoning.	YES / NC
Full-time year-round residents not permitted.	YES / NO
Inspection for compliance prior to opening to guests (yearly).	YES / NO

AMEI	AMEND 8.2.6 NONCONFORMING CAMPGROUNDS- (Changes to existing Section of UDO)					
	Add date of 01/01/2013 as date of nonconformity.					
А.	General Standards					
	Replace "campers" with "Recreational vehicles or tents"	YES / NO				
	Require campground owner to maintain an accurate register containing records of all occupants of the campground (name, address, campsite number, date of occupancy.)	YES / NO				
	Storage areas are prohibited.	YES / NO				
В.	EXISTING CAMPGROUNDS					
	Only recreational vehicles or tents may be placed on camp site.	YES / NO				
AMEND SECTION 10.4.5. – (L) VISITOR ACCOMODATIONS						
	Add "private campgrounds" to example section (L)(2)					

1.1.a

AMEND SECTION 10 – DEFINITIONS

10.5 ADD THE FOLLOWING DEFINITIONS

<u>Alternative Camping Unit</u>- A camping unit constructed of canvas or other similar materials to intended to locate in a campground and used as temporary quarters for shelter during period of recreation, vacation, leisure time of travel and shall not be used for permanent living quarters. Such units shall be constructed for compliance with an applicable North Carolina building code and Section 7.4 of this ordinance. The unit may or may not include a kitchen and restroom facilities. The term alternative camping unit includes terms such as yurts, eco-tents, safari tents or other similar names.



<u>Camping Cabin</u>- A structure not exceeding 400 square-feet and constructed to the North Carolina Residential Code that is intended to locate in a campground. Camping cabins shall be compliant with Section 7.4 of this ordinance.

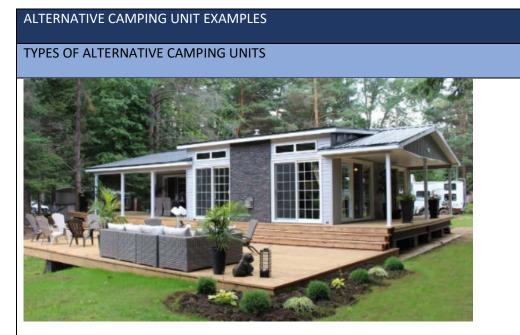


<u>Camp site</u>- A designated space designed for parking a travel trailer or for the location of a camper cabin, alternative camping unit or a tent along with all camping accoutrements, including but not limited to picnic tables, infrastructure hook-ups pedestal, fire rings and constructed platforms.

<u>Seasonal camp site</u>- A camp site designated for use by a campground guest for a period exceeding thirty consecutive days. This designation allows for a privately owned RV/travel trailer/camper to occupy a camp site for the entire season a campground is open to guests.

<u>Short Term Guest</u>- A person that intends to stay less than thirty (30) days in any commercial lodging units, including but not limited to campgrounds, bed and breakfast inns, hotels, motels, or hunting lodges.

AGENDA ITEM C:



Park Model Trailer



Yurt

Eco-Tent

MODULAR, MANUFACTURED (MOBILE) HOMES:

<u>Modular home</u> is mostly assembled off-site, shipped in pieces, and assembled on-site. They are not attached to a wheel chassis.



On-frame modular home

<u>Manufactured home</u> is assembled completed off-site and delivered to the site as one unit. They are intentionally built on a wheel chassis for long-term mobility.

	Mecklenburg, VA	Beach, VA	Accomack, VA				
	Campgrounds and Travel Trailer Parks	Park	Recreational Campground	Recreational Resort Community	Camping facilities, travel trailer camps		
Zoning Districts Permitted	Agriculture	Conservation, Medium density residential, some commercial, industrial, resident business, special districts	Agriculture, Preservation,	Agriculture	Agricultural, Residential, General Business (by- right).		
Process Required	Special Exemption Permit	Use Permit	Conditional Use Permit	Conditional Use Permit	SUP		
Minimum Parcel Size	5 acres	2-acres	25 acres	10 acres	SUP		
Minimum Size of Campsite	2,000 square feet	1,500 square feet	N/A	N/A	SUP		
Maximum Density	20 sites per acre (net density on any 1 acre not to exceed 25)	28 units per acre (freeform layout), 10- 20 per acre for camping cabins	12 sites per acre	7 units per acre	SUP		
Required Material to Submit	3 sets of drawings: dimensions of site, #, location and size of all lots, roadways, street layouts, easements, proposed structures, water/sewer lines, sater supply and sewage disposal	Site Plan showing: vicinity, boundaries, acreage, adjoining lands, street layout, owner info, north arrow, building setbacks, zoning, wooded areas, proposed streets, utilities, campsites, plan for water and sewer	CUP application. Site Plan showing layout, facilities. For formal approval, utilities, amenities etc. must be shown.	CUP + site plan, elevations of housing types (park model trailers), descritpion of nonresidential uses, water, green development, natural vegetation, access.	Special Use Permit. Site plan and accompanying informaiton, land use property owners, parcel, location of buildings, access, wells and septic, parking stormwater management.		
Other Requirements	Comply with VDH. Every lot clearly defined.	No campsite direct access to public street. Max lot coverage of impervious of 60%. 10 foot setback. 50% sites dedicated to travel trailers.	Minimum of 8% of area dedicated to recreation area, 1/2 of which must be active. Convenience establishments not to exceed 2% of area.	10% minimum area dedicated to recreation area.	SUP		
Residential Stick- built permitted	N/A	One	1 mobile home per 150 campsites (max of 5)	N/A	N/A		
Alternative Camping Units or Camping Cabins Permitted	No	Not more than 50% of sites	No	Yes	No		

CAMPGROUND - MUNICIPAL COMPARRISON

PB XX-XX CURRITUCK COUNTY Campgrounds Adopted XX/XX/XXXX

Amendment to the Unified Development Ordinance Chapter 4: Use Standards, and Chapter 10: Definitions and Measurements, to add private campgrounds as an allowable use and modify nonconforming campgrounds.

BE IT ORDAINED by the Board of Commissioners of the County of Currituck, North Carolina that the Unified Development Ordinance of the County of Currituck be amended as follows:

Item 1: That Chapter 4 is amended by adding the underlined language and renumbering accordingly:

TABLE 4.1.1.A: SUMMARY USE TABLE Z = Zoning Compliance Permit; U = Special Use Permit; MP = Allowed with Master Plan;															
CZ= Allowed in a Conditional Zoning District blank cell = Prohibited															
		ZONING DISTRICT [NOTE: OVERLAY OR SUB-DISTRICT REQUIREMENTS MAY FURTHER LIMIT USES]									ģ				
Use Category	Use Type	RC	AG	SFM	SFO	SFR	SFI	MXR	GB	ΓB	сс	VC	Ц	н	ADDITIONAL REQ. (4.2)
COMMERCIAL USE CLASSIFICATION															
Visitor Accommodat ions	Private Campgrounds		<u>CZ</u>	<u>C</u> Z			<u>C</u> Z		<u>CZ</u>						<u>4.J.3</u>

Item 2: That Chapter 4, Section 4.2.4.J. is amended by adding the following underlined language:

(3) **Private Campgrounds**

- (a) <u>Camping is an allowed use of land only in campgrounds and campground subdivisions.</u>
- (b) <u>Campgrounds existing prior to January 1, 2013 may become</u> <u>conforming campgrounds by complying with the following</u> <u>standards to change, alter or add facilities:</u>
 - (i) <u>The property owner shall submit a conditional rezoning</u> <u>application and conceptual development plan, under</u> <u>section 2.4.4.</u>
 - (ii) <u>The conceptual development plan shall show:</u>
 - (A) <u>The total number and location of camp sites</u> <u>existing as of (effective date), including</u> RV/camper, travel trailer sites, tent sites,

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camping cabins, and alternative camping unit sites.

- 1. <u>The maximum number of campsites shall be</u> <u>established with the inventory on the</u> <u>conceptual development plan.</u>
- 2. <u>The maximum number of campsites shall not</u> exceed 234.
- 3. <u>A maximum of 20% of the total number of camp sites may contain camping cabins or alternative camping units.</u>
- (B) <u>The total number and location of seasonal camp</u> <u>sites. Seasonal camp sites may be provided to</u> <u>RV/campers/travel trailers for the entire season</u> <u>a campground is open to short-term guests.</u>
 - 1. <u>A maximum of 50% of the total number of camp sites may be seasonal.</u>
- (C) <u>Other existing facilities and structures, including</u> but not limited to restroom facilities, laundry facilities, camp store, visitor center/offices, recreation facilities, boat ramps, docks, piers, water accesses, playgrounds, play fields.
- (D) <u>Existing infrastructure facilities, including but not</u> <u>limited to water, septic, wastewater, roads,</u> <u>electrical, and stormwater.</u>
- (E) <u>Proposed infrastructure facilities, including but</u> <u>not limited to water, septic, wastewater, roads,</u> <u>electrical, stormwater.</u>
- (F) <u>Existing storage areas for RV/campers/travel</u> trailers, boats, watercraft, and associated trailers
- (G) <u>Proposed new campsites, including RV/camper,</u> <u>travel trailer sites, tent sites, camping cabins,</u> <u>and alternative camping unit sites.</u>
- (H) <u>Proposed facilities and structures, including but</u> <u>not limited to restroom facilities, laundry</u> <u>facilities, kitchen facilities, camp store, visitor</u> <u>center, offices, recreation facilities, boat ramps,</u> <u>docks, piers, water accesses, playgrounds, play</u> <u>fields.</u>
- (I) <u>Proposed storage areas for RV/campers/travel</u> trailers, boats, watercraft and associated

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trailers. Storage areas shall only be used by short-term or seasonal guests.

- (J) Existing site-built or manufactured dwelling units
- (K) <u>Proposed dwelling units.</u> Dwelling units shall only be occupied by campground employees and their immediate family members.
- (L) <u>Camp sites may have a constructed platform not</u> to exceed 100 square feet in area.
- (M) <u>An operational plan shall be submitted. The plan</u> <u>shall include:</u>
 - <u>Designation of a time period of at least thirty</u> <u>days between November 1st and March 1st</u> <u>when the campground shall be closed to all</u> <u>seasonal and short-term guests. An opening</u> <u>and closing date shall be designated.</u>
 - 2. <u>An inventory of full time, year-round</u> residents
 - 3. <u>A plan and schedule to amortize the full</u> <u>time, year-round residents.</u>
 - i. <u>Five years after date of conditional</u> zoning approval, the number of fulltime, year-round residents shall be reduced by thirty percent.
 - ii. Each year thereafter, the total amount of full time, year-round residents shall be reduced by fifteen percent until the campground contains no full time, yearround residents.
 - iii. When a full time, year-round resident no longer resides in the campground, that campsite shall not be replaced with a full time, year-round resident.
 - iv. <u>Ten years after (effective date of</u> ordinance), no full time, year-round residents shall be permitted.
 - 4. <u>Documentation of notification of the</u> <u>amortization schedule to the full time, year-</u> <u>round residents</u>
 - 5. <u>Total number of employees residing on the</u> <u>property during campground seasonal</u> <u>operation.</u>

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- 6. <u>Total number of employees residing on the</u> <u>campground during time of closure to short</u>term and seasonal guest.
- 7. <u>Residential structures shall be occupied only</u> <u>by campground employees and their</u> <u>immediate family members.</u>
- 8. <u>If amendments comply with the conditional</u> <u>zoning and standards of this ordinance,</u> <u>amendments to the operational plan may be</u> <u>administratively approved.</u>
- (N) Inspection for compliance with the approved conditional zoning and operational plan shall be required prior to the campground being open for customers. It shall be the responsibility of the campground operator to schedule the inspection with county staff prior to opening after the required thirty-day closure.
- (c) <u>Campgrounds not in existence prior to January 1, 2013 (or</u> <u>effective date of ordinance) shall meet the following standards:</u>
 - (i) <u>Frontage along a major arterial and direct access from</u> the major arterial.
 - (ii) <u>Minimum parcel size for one project (campground) shall</u> <u>be twenty-five acres.</u>
 - (iii) Not exceed 500 camp sites.
 - (iv) <u>Density shall not exceed twelve campsites per acre.</u> <u>CAMA and USACE 404 wetland areas shall not be</u> included in the calculation for campsite density.
 - (v) <u>The conceptual development plan required for a</u> conditional zoning shall show the following:
 - (A) <u>The property proposed for a campground</u> project shall be one parcel under single ownership.
 - (B) <u>All camp sites, camping areas, amenities, restroom, kitchen and laundry facilities, recreation areas, camp stores, welcome centers, offices, and infrastructure facilities shall be setback 100' from all property lines of the project.</u>
 - (C) <u>A Type C buffer shall be provided for all adjacent</u> properties.

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- 1. <u>RV/camper/travel trailer</u>
- 2. <u>Tent</u>
- 3. Camping cabins
 - i. <u>Site built</u>
 - ii. <u>On-frame modular</u>
 - iii. Alternative camping units
- 4. <u>A maximum of 20% of the total number of</u> <u>camp sites may contain camping cabins or</u> <u>alternative camping units.</u>
- (E) <u>Camp sites terms shall be designated:</u>
 - 1. <u>Seasonal</u>
 - 2. Short-term
 - 3. <u>A maximum of 50% of the total number of camp sites may be seasonal.</u>
- (F) <u>General location of all structures, buildings,</u> roads, camp sites, camping areas, amenities, recreation areas and facilities, associated with campground use.
- (G) <u>General location and total square footage of</u> <u>storage areas for RV/camper/travel trailers,</u> <u>boats, watercraft and all associated trailers.</u> <u>Storage areas shall only be used by short-term or</u> <u>seasonal guests.</u>
- (H) <u>General location and total square footage of</u> residential dwelling units for campground employees.
 - 1. <u>Campgrounds containing less than 200</u> <u>campsites may have up to three residences</u> <u>for caretakers and campground employees.</u>
 - 2. <u>Campgrounds containing more than 200</u> <u>campsites may have up to five residences for</u> <u>caretakers and campground employees.</u>
 - <u>Campgrounds containing more than 200</u> campsites may have a bunkhouse, not to exceed 2000 square feet for additional employees.

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- (I) <u>General location of all required and proposed</u> infrastructure, including but not limited to facilities for water, wastewater, stormwater, roads.
- (J) After conditional zoning approval, the applicant shall submit an operational plan with the Major Site plan application. The operational plan shall include the following:
 - <u>Designation of a period of at least thirty days</u> <u>between November 1st and March 1st when</u> <u>the campground shall be closed to all</u> <u>seasonal and short-term guests. An opening</u> <u>and closing date shall be designated.</u>
 - 2. <u>Total number of employees residing on the</u> <u>property during campground seasonal</u> <u>operation.</u>
 - 3. <u>Total number of employees residing on the</u> <u>campground during times of closure to</u> <u>short-term and seasonal guests.</u>
 - 4. <u>Amendments to the operational plan may be</u> <u>administratively approved if all standards</u> <u>are met.</u>
 - 5. <u>Full time, year-round residents are not</u> <u>permitted.</u>
- (K) Inspection for compliance with the approved conditional zoning and operational plan shall be required prior to the campground opening for all seasonal and short-term guests. It shall be the responsibility of the campground operator to schedule the inspection with county staff prior to designated opening date.

Item 3: That Chapter 8 is amended by deleting the following struck-through language, adding the underlined language, and renumbering accordingly:

8.2.6 Nonconforming Campgrounds

Private campgrounds are not allowed as a principle use in Currituck County. All existing Campgrounds existing on January 1, 2013 must meet the standards of Section 4.2.4.J to be conforming. All campgrounds not meeting the standards of 4.2.4.J shall be nonconforming. Nonconforming campgrounds and campground subdivisions are nonconforming uses subject to the following standards:

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1.1.a

A. General Standards

- (1) Camping is an allowed use of land only in existing campgrounds and campground subdivisions.
- (2) <u>Campers Recreational vehicles or tents</u> may not be modified in any manner that would render the <u>recreational vehicle or tent</u> unit nontransportable.
- (3) No tent or camper may shall be located on a campsite or campground subdivision for more than 90 days.
- (4) Additions to <u>recreational vehicles or tents</u> are not permitted.
- (5) Modifications to existing campgrounds are permitted provided the changes do not increase the nonconformity with respect to number of campsites that existed on January 1, 2013.

Every campground owner or operator shall maintain an accurate register containing a record of all occupants in the campground. The register shall be available for inspection at all times by authorized county representatives upon proper notification. The register shall contain the following information:

- (a) <u>Name and address of the occupants of each camp site;</u>
- (b) <u>Campsite space number; and</u>
- (c) <u>Date when occupancy within the campground begins and date</u> when occupancy within the campground ceases.
- (6) <u>Storage areas for unoccupied recreational vehicles or unoccupied tents</u> are prohibited.

B. Existing Campgrounds

- Existing cCampgrounds existing on January 1, 2013 may not be expanded to cover additional land area or exceed the total number of campsites that existed on January 1, 2013.
- (2) Campers <u>Recreational vehicles or tents</u> may not be placed on a permanent <u>or temporary</u> foundation.
- Camp_sites <u>spaces</u> may have a wooden platform not to exceed 100 square feet. Platforms must be 12 inches or less in height from existing grade. Handicap ramps are not subject to the maximum height requirement and square footage provided the ramp does not exceed five feet in width.
- (4) Campgrounds shall not include permanent residences, excluding one dwelling unit to be occupied by the park caretaker or manager.
- (5) <u>Only recreational vehicles or tents may be placed on a camp site space.</u>

Item 4: That Chapter 10 is amended by adding the following underlined language and deleing the struck-through language:

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L. Visitor Accommodations

(1) Characteristics

The Visitor Accommodations Use Category includes use types that provide lodging units or space for short-term stays of less than 30 days for rent, lease, or interval occupancy. Accessory uses may include pools and other recreational facilities, limited storage, restaurants, bars, supporting commercial, meeting facilities, offices, and parking.

(2) Examples

Example use types include hotels or motels, bed and breakfast inns, private campgrounds, and hunting lodges.

(3) Exceptions

Rooming houses are classified as Group Living.

ALTERNATIVE CAMPING UNIT

A camping unit constructed of canvas or other similar materials to intended to locate in a campground and used as temporary quarters for shelter during period of recreation, vacation, leisure time of travel and shall not be used for permanent living quarters. Such units shall be constructed for compliance with any applicable North Carolina building code and Section 7.4 of this ordinance. The unit may or may not include kitchen and restroom facilities. The term alternative camping unit includes terms such as yurts, eco-tents, safari tents or other similar names.

CAMPER

A portable dwelling (as a special equipped trailer or automobile vehicle) for use during casual travel and camping.

CAMPGROUND

Any area, place, parcel or tract of land on which two or more campsites are occupied or intended for occupancy or facilities established or maintained, wholly or in part, for the accommodation of camping units for periods of overnight or longer, whether the use of campsites and facilities is granted gratuitously, or by rental fee, lease or conditional sale, or by covenants, restrictions and easements. Campground includes but not limited to, a travel camp, recreational camp, family campground, camping resort, recreational vehicles park and camping community. Campground does not include a summer camp, migrant labor camp or park for manufactured homes, or a construction camp, or storage area for unoccupied camping units.

CAMPING CABIN

<u>A structure not exceeding 400 square feet and constructed to the North Carolina</u> residential code that is intended to locate in a campground. Camping cabins may or may

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not include restroom and kitchen facilities. Such cabins shall be compliant with Section 7.4 of this ordinance.

CAMP SITE

A designated space designed for parking a travel trailer or for the location of a camper cabin, alternative camping unit or a tent along with all camping accoutrements, including but not limited to picnic tables, infrastructure hook-ups pedestal, fire rings and constructed platforms.

RECREATIONAL VEHICLE

For the purposes of Section 7.4., Flood Damage Prevention, a vehicle, which is:

- a. built on a single chassis;
- b. 400 square feet or less when measured at the largest horizontal projection;
- c. designed to be self-propelled or permanently towable by a light duty truck;
- d. designed primarily not for use as a permanent dwelling, but as temporary living quarters for recreational, camping, travel, or seasonal use; and,
- e. is fully licensed and ready for highway use.

SEASONAL CAMP SITE

<u>A camp site designated for use by a campground guest for a period exceeding thirty</u> <u>consecutive days</u>. This designation allows for a privately owned RV/travel trailer/camper to occupy a camp site for the entire season a campground is open to guests.

SHORT TERM GUEST

A person that intends to stay less than thirty days in any commercial lodging units, including but not limited to campgrounds, bed and breakfast inns, hotels, motels or hunting lodges.

AN ORDINANCE OF THE CURRITUCK COUNTY BOARD OF COMMISSIONERS AMENDING CHAPTER 2, ARTICLE III, DIVISION 10, HISTORIC PRESERVATION COMMISSION OF THE CURRITUCK COUNTY CODE OF ORDINANCES TO CONFORM WITH CHAPTER 160D OF THE GENERAL STATUTES OF NORTH CAROLINA AND TO MAKE TECHNICAL CORRECTIONS

7 WHEREAS, pursuant to N.C. Gen. Stat. §153A-76 a Board of Commissioners 8 may change the composition and manner of selection of boards, commissions, and 9 agencies, and may generally organize and reorganize the county government to 10 promote orderly and efficient administration of county affairs; and

11 WHEREAS, pursuant to N.C. Gen. Stat. §153A-77 a board of commissioners 12 may appoint advisory boards, committees, councils and agencies composed of 13 qualified and interested county residents to study, interpret and develop community 14 support and cooperation in activities conducted by or under the authority of the 15 board of commissioners; and

16 WHEREAS, Chapter 160D of the North Carolina General Statutes now 17 requires that an ordinance establishing a county historic preservation commission 18 include a route of appeal from a decision of a county historic preservation 19 commission and a code of ethics for members for a county historic preservation 20 commission.

NOW, THEREFORE, BE IT ORDAINED by the Board of Commissioners for
 the County of Currituck, North Carolina as follows:

PART I. Chapter 2, Article III, Division 10 of the Code of Ordinances, Currituck
County, North Carolina is amended as follows:

25

DIVISION 10. HISTORIC PRESERVATION COMMISSION

26 Sec. 2-261. - Title.

This division is known and may be cited as the Currituck County HistoricPreservation Ordinance.

29 Sec. 2-262. - Purpose.

Whereas the historical heritage of Currituck County is a valued and important part of the general welfare; and whereas the conservation and preservation of the county's heritage, through the documentation and regulation of local historic districts or landmarks, or through the acquisition of historic properties, stabilizes and increases property values, and pursuant to G.S. 160A-400.1—160A-400.14, this division is enacted in order to:

- (1) Safeguard the heritage of Currituck County by preserving local landmarks within the county that embody important elements <u>of</u> county culture, history, architectural history, or prehistory; and
- 2 3

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- (2) Promote the use and conservation of local landmarks for the education, pleasure and enrichment of the residents of Currituck County and the State of North Carolina.
- 7 Sec. 2-263. Created.

8 There is hereby established a historic preservation commission, (the 9 "commission"). The commission will consist of five members appointed by the board 10 of commissioners. Members of the commission must have demonstrated education, 11 experience, special interest, or a combination thereof, in historic preservation, 12 history, architecture, architectural history, archaeology, cultural anthropology, 13 planning, or related field. One member will be appointed to serve for a term of two 14 years, two members will be appointed to serve for a term of three years, and two 15 members will be appointed to serve for a term of four years. Thereafter members 16 shall be appointed for terms of four years. Commissioners shall serve until their 17 successors are appointed and qualified. All commissioners must be residents of the 18 county.

19 Sec. 2-264. - Officers.

The commission will appoint from its membership a chair and any other officers as it may deem necessary for the orderly conduct of its business.

22 Sec. 2-265. - Meetings.

The commission will meet at least quarterly. A copy of the minutes of all meetings must be sent to the county manager. All meetings must be conducted in accordance with the Open Meetings Law of the State of North Carolina. The commission will annually present to the board of commissioners a report of its activities, budget, findings, recommendations, and actions, which will be made available to the public.

29 Sec. 2-266. - Powers and duties.

The commission is empowered to undertake such actions as may be reasonably necessary to the discharge and conduct of its duties and responsibilities as set forth in this division and in the North Carolina General Statutes, including, but not limited to:

- 34 (1) Organizing and conducting its business;
- Receiving and spending funds, if any, appropriated by the board of
 commissioners for operating and performing its duties;
- 37 (3) Conducting an inventory of properties of historical, archaeological,
 38 architectural, and/or cultural interest;

- 1(4)Recommending to the board of commissioners that individual2buildings, structures, sites, area, or object within its zoning jurisdiction3be designated as "local historic landmarks;"
- 4 (5) Recommending to the board of commissioners that designation of any 5 building, structure, site area or object as a local historic landmark be 6 revoked or removed for cause;
- 7 (6) Reviewing and making recommendations on proposals for exterior
 8 alteration, relocation or demolition of designated local historic
 9 landmarks;
- 10 (7) Negotiating with property owners who propose to demolish or relocate 11 a designated local historic landmark, in an effort to find a means of 12 preserving such properties, including consulting with private civic 13 groups, interested private citizens, and other public boards or agencies;
- 14 (8) Instituting action through the county planning and community
 15 development department to prevent, restrain, correct or otherwise
 16 abate violation of this division or of an ordinance designating local
 17 historic landmarks;
- 18 (9) Entering, at reasonable times and with the consent of the owner or
 19 occupant, upon private lands to make examinations, conduct surveys
 20 and inventories or other purposes in performance of its official duties.
 21 However, no member, employee or agent of the commission shall enter
 22 any private building or structure without express consent of the owner
 23 or occupant thereof;
- (10) Reviewing and making recommendations on proposals for alterations
 of interior features of designated local historic landmarks, as specified,
 and for which owner consent was given, in the ordinance establishing
 designation;
- 28 (11) Appointing advisory bodies or committees as appropriate;
- (12) Recommending to the board of commissioners negotiation with
 property owners for the acquisition or protection of significant historic
 properties;
- 32 (13)Recommending to the board of commissioners acquisition by any 33 lawful means, the purchase fee, or any lesser included interest, 34 including options to purchase, properties designated as local 35 landmarks, or land to which historic buildings or structures may be moved; recommending to the board of commissioners to hold, manage, 36 37 preserve, and restore such a property and improving the interest; and 38 to exchange or dispose of the interest through public or private sale, 39 lease, or other lawful means, provided the property shall be subject to 40 covenants or other legally binding restrictions which shall secure 41 appropriate rights of public access and the preservation of the

- 1 property. All lands, buildings, structures, sites, areas, or objects 2 acquired by funds appropriated by the board of commissioners shall be 3 acquired in the name of the county unless otherwise provided by the 4 board of commissioners;
- 5 (14) Accepting grants of funds from private individuals or organizations for 6 preservation purposes;
- 7 (15) Conducting educational programs pertaining to local historic
 8 landmarks and historic areas within its jurisdiction;
- 9 (16) Publishing or otherwise informing the public about any matter related 10 to its purview, duties, responsibilities, organization, procedures, 11 functions or requirements;
- 12 (17) Advising property owners about appropriate treatment for 13 characteristics of local historic properties;
- (18) Cooperating with the State of North Carolina, the United States of
 America, local governments, public or private organizations, or their
 agencies, in pursuing the purposes of this division;
- 17 (19) Preparing and recommending adoption of a preservation element or
 18 elements as part of a county's comprehensive plan; and
- 19(20)Proposing to the board of commissioners amendment to this or to any20other ordinance, and proposing new ordinance or laws relating to local21historic landmarks or to the protection of the historic resources of the22county and its environs.

23 Sec. 2-267. - Inventory.

The commission will use as a guide to identification, assessment, and designation of local historic landmarks an inventory of buildings, structures, sites, areas, or objects which are of historic, prehistoric, architectural, archaeological, and/or cultural significance. The commission will take steps as necessary to ensure that the inventory reflects information current to within 20 years.

29 Sec. 2-268. - Adoption of local historic landmark ordinance of designation.

30 (a) The board of commissioners may adopt and, from time to time, amend or

- 31 repeal an ordinance designating one or more local historic landmarks. The
- 32 ordinance will include the following:
- 33
- 34 (1) The name or names of the owner or owners of the property;
- 35 (2) Description of each property designated by the ordinance, including
 36 the address, if applicable, the physical configuration and orientation
 37 of the property so designated;

- 1 (3) Description of those elements of the property which are integral to its 2 historic, architectural, archaeological, and/or cultural significance;
- 3 (4) Provide for each designated local historic landmark a suitable sign or
 4 plaque indicating that the local landmark has been designated a local
 5 historic landmark; and
- 6 (5) Any other information deemed necessary by the board of 7 commissioners.

8 (b) The local landmark designation process may be initiated by either the

9 commission or at the request of a property owner. No ordinance to designate a

10 building, structure, site, area, or object will be adopted or amended until all of the

11 requirements of this division and its subsections are satisfied.

12 Sec. 2-269. - Criteria for designation as a historic local landmark.

To be designated as a historic local landmark, a property, building, site, area, or object must be found by the commission to possess special significance in terms of its history, prehistory, architecture, archaeology, or cultural importance, and to retain the integrity of its design, setting, workmanship, materials, feeling, and/or association.

18 Sec. 2-270. - Procedure for designating a local historic landmark.

19 (a) The commission will make, or cause to be made, an investigation and20 designation report which includes the following:

- (1) The name of the property to be designated, including both common and
 historic names if they can be determined;
- 23 (2) The name and address of the current owner or owners;
- (3) The location of the property proposed for designation, including the
 street address and county tax map parcel number or parcel
 identification;
- 27 (4) The dates of original construction and of all later additions or
 28 alterations, if applicable and as can be determined;
- 29 (5) An assessment of the significance of the building or site as prescribed
 30 by this division;
- 31 (6) An architectural or archaeological description of the area of the site or
 32 structure, including descriptions of all outbuildings and appurtenant
 33 features, proposed for designation;
- 34 (7) A historical discussion of the site or structure within its type, period,
 35 and locality;
- 36 (8) A photograph showing, to the fullest extent possible, the overall
 37 disposition of the property; one photograph of each facade or elevation

1 2 3

4

and

other: and

supplementary

5

6

(9)A map showing the location of the property, including all outbuildings and appurtenant features.

photographs

architectural details or ornamentation, siting, scale, proportion, and

relationship of features or buildings, structures, or objects to each

 \mathbf{as}

necessary

to

illustrate

7 (b) Pursuant to G.S. 160A-400.6, as amended, the designation report must be 8 submitted to the North Carolina Department of Cultural Resources, Division of 9 Archives and History, (the "department"), or its successor agency, which, acting 10 through the state historic preservation officer, will review the designation report 11 and provide written comment and recommendations to the board of commissioners 12 regarding the substance and effect of the proposed designation. Failure of the 13 department to respond within 30 days following its receipt of the report will 14 constitute approval of the report by the department and relieve the board of 15 commissioners of all responsibility to consider the department's comments of 16 recommendations concerning the report.

17 (c) At the expiration of the 30-day review period, the commission will consider the 18 report and any comments or recommendations from the state historic preservation 19 officer, and will accept it, amend it, reject it, or defer a decision until completion of a 20 period of further study, not to exceed 60 days. The commission will forward to the 21 board of commissioners a copy of the report, copies of written comments received 22 from the department, and a recommendation either to approve or disapprove 23 designation of the property, stating in its recommendation the extent to which the 24 property meets the criteria for designation as set forth in this division. A 25 recommendation for approval must be accompanied by a proposed ordinance of 26 designation. A recommendation for disapproval will not necessarily prevent any 27 future consideration of a property for designation as a local historic landmark.

28 (d)The board of commissioners will hold a public hearing, either jointly with the 29 commission, or separately, to consider the proposed ordinance. Reasonable notice of 30 the time and place thereof shall be given.

31 Following the public hearing, the board of commissioners will consider the (e) 32 commission's designation report, its recommendation, the department's 33 recommendation, and comments made at the public hearing, and may adopt the 34 ordinance as proposed, adopt the ordinance with amendments, or reject the 35 ordinance.

36 Upon adoption of the ordinance, the commission staff will: (f)

- 37 (1)Within 30 days of adoption, send the owner(s) of the landmark(s) 38 notice of the designation, explaining the substance of the commission's 39 decision;
- 40 (2)File one copy of the ordinance, and any subsequent amendments, in 41 the office of the county's register of deeds, which will index local

6

- historic landmarks according to the name of the owner in the grantee and
 grantor indexes;
- 3

(3) Notify the county tax assessor's office of the landmark designation.

4 (g) Upon notification of landmark designation from the commission, the county
5 tax assessor shall indicate the designation on all appropriate tax maps for as long
6 as the designation remains in effect.

7 (h) Upon disapproval of a designation report, a copy of the minutes of the 8 meeting at which the decision to deny was made must be provided to the owner of 9 the property proposed for designation, together with correspondence explaining the 10 substance of the commission's decision.

11 Sec. 2-271. - Certificate of appropriateness required.

(a) From and after the designation of a local historic landmark, no construction,
alteration, reparation, rehabilitation, relocation, or demolition of any building,
structure, site, area, or object will be performed upon such landmark until a
certificate of appropriateness, (the "certificate"), is granted by the commission. A
certificate will be required for any and all exterior work, including masonry walls,
fences, light fixtures, steps and pavement, any other appurtenant features, any
above ground utility structures, and any type of advertising sign.

(b) A certificate is required in order to obtain a building permit, or any other
permit granted for the purposes of constructing, altering, moving, or demolishing
structures, and is required whether a building permit or other permit is required.
Any building permit or other permit not issued in conformity with this section is
invalid.

(c) For the purposes of this division, "exterior features" includes architectural
style, general design, general arrangement, kind and texture of material, size and
scale, and type and style of all windows, doors, light fixtures, signs, any other
appurtenant features, historic signs, historic advertising, landscape, and
archaeological or natural features.

29 (d) A certificate is required to specific interior features of architectural, artistic, or 30 historical significance in publicly owned local landmarks and in privately owned 31 local landmarks for which consent to review has been given in writing by the owner. 32 Such consent shall be filed with the county's register of deeds and indexed according 33 to the name of the property owner in the grantee and grantor indexes and binds 34 future owners and/or successors in title. The ordinance establishing historic 35 designation of the property will specify the interior features subject to review and the specific nature of the commission's jurisdiction over those features. 36

37 (e) When approving a certificate, the commission may attach reasonable38 conditions necessary to the proper execution of this division.

39 (f) Commission staff may issue a certificate for "minor works" as defined by the 40 commission. "Minor works" include the ordinary maintenance or repair of any

7

exterior feature of a local historic landmark, provided such maintenance or repair
 does not involve a change in design, material, or appearance thereof.

3 (g) No application for a "minor works" certificate will be denied without 4 deliberation by the commission.

5 (h) Under this section, the commission will institute action, through the county 6 planning and community development department, to prevent, restrain, correct or 7 otherwise abate the construction, reconstruction, alteration, restoration relocation 8 or demolition of buildings structures, appurtenant features, or any other features 9 which would be incongruous with the special character of the local landmark.

10 Sec. 2-272. - Review guidelines.

11 Prior to the designation of a historic local landmark, the commission will

12 prepare and adopt guidelines not inconsistent with G.S. 160A-400.1—160A-400.14

13 for constructing, altering, restoring, rehabilitating, relocating, removing, or

14 demolishing of property designated as historic, which guidelines will ensure, insofar

15 as possible, that changes in designated local historic landmarks are in harmony

16 with the reasons for designation.

17 Sec. 2-273. - Certain changes not prohibited.

- 18 Nothing in this division is to be construed to prevent:
- (1) The ordinary maintenance or repair of any exterior feature of a historic
 local landmark, provided such maintenance or repair does not involve
 a change in design, material, or appearance of the historic local
 landmark;
- (2) The construction, alteration, relocation, or demolition of any feature,
 building, or structure when the chief building inspector certifies to the
 commission that action is necessary to the public health or safety
 because of an unsafe or dangerous conditions;
- 27 (3) A property owner from making use of property not otherwise
 28 prohibited by statute, ordinance, or regulation; or
- (4) The maintenance of, or, in the event of an emergency, the immediate
 restoration of any existing above ground utility structure without
 approval by the commission.
- 32 Sec. 2-274. Delay of demolition.

(a) Except as provided below, a certificate authorizing the demolition of a
designated local historic landmark may not be denied. However, the commission
may delay the effective date of a certificate for a period of up to 365 calendar days
from the date of approval. The commission may reduce the period of delay where it
finds that the owner would suffer extreme hardship or be deprived permanently of
all beneficial use of such property as a result of the delay. During the delay period,

1 the commission will negotiate with the property owner and with any other party in

an effort to find a means of preserving the property as provided in section 2-266 of
this division.

4 (b) The commission may deny an application for a certificate authorizing the 5 demolition or destruction of any locally designated landmark, which the state 6 historic preservation office has determined to be of statewide significance, as 7 defined by the criteria of the National Register of Historic Places, unless the 8 commission finds that the owner would suffer extreme hardship or be deprived 9 permanently of all beneficial use of the property as a result of the denial.

10 In the event that the commission has voted to recommend designation of a (c)property as a local landmark and local landmark designation has not been made by 11 the board of commissioners, the demolition of any building, site, object, area or 12 13 structure located on the property of the proposed local landmark may be delayed by 14 the commission for a period of up to 180 calendar days or until the board of 15 commissioners takes final action on the proposed designation, whichever occurs 16 first. If the board of commissioners approves the local landmark designation prior to 17 the expiration of the 180-day delay period, an application for a certificate of 18 appropriateness authorizing demolition must then be filed; however, the maximum 19 delay period of 365 days shall be reduced by the number of days elapsed during the 20 180-day delay while designation was pending.

21 Sec. 2-275. - Demolition by neglect.

Failure of an owner to regularly, consistently, and fully maintain a designated local landmark constitutes demolition, through neglect, without a valid certificate of appropriateness and a violation of this division. The commission will institute action, through the county planning and community development department, to prevent, restrain, correct or otherwise abate such demolition, provided the action includes appropriate safeguards to protect property owners from undue economic hardship.

8.A.a

1 Sec. 2-276. - Application and required procedures.

(a) An application for a certificate shall be obtained from the commission staff. An
application for a certificate will be completed and submitted to the <u>commission staff</u>
county planning director in the form established <u>by the commission by the</u>
<u>commission staff</u> county planning director and will be reviewed by commission staff
to determine if the application is complete in accordance with the procedures and
standards <u>adopted by the commission</u>. included in the Administrative Manual and
Unified Development Ordinance.

9 (b) The commission has, as detailed in the administrative manual, power to may 10 require the submittal, with the application, of pertinent information sufficient to 11 determine an application's completeness.

12 (c) Incomplete applications are <u>shall</u> not <u>be</u> accepted.

(d) Before considering an application for a certificate, the commission will notify
by mail the owners of any adjacent property. Such notices are for the convenience of
property owners and occupants and no defect or omission therein impairs the
validity of the issuing a certificate or of any subsequent action.

(e) When considering an application for a certificate, the commission will give theapplicant and owners of any property likely to be materially affected by theapplication an opportunity to be heard.

(f) When considering an application for a certificate, the commission will apply the review guidelines required by section 2-272 of this division and will, in approving with conditions, disapproving or deferring an application, make findings of fact to be entered into the minutes of its meetings. The minutes shall also contain a summary of any citation to evidence, testimony, studies, or other authority upon which the commission based its decision.

(g) The commission has 60 calendar days following submittal of a complete application within which to act. Failure by the commission to take final action within such period shall constitute approval of the application as submitted. This period may be extended by mutual agreement between the commission and the applicant.

(h) A certificate is valid for 180 calendar days from the date of issuance, or, in the
case of a certificate for demolition, from the effective date. If the authorized work is
not commenced within that period or has been discontinued for more than 365
calendar days from the date of issuance, the certificate will immediately expire and
the applicant required to reapply.

36 (i) If the commission denies a certificate, a new application affecting the same37 property may be submitted, provided a substantial change is proposed in the plans.

38 (j) An appeal of a final action by the commission may be made to the county board

39 of adjustment. Written notice of intent to appeal must be sent to the commission,

40 postmarked within 20 calendar days following the commission's decision. Appeals

1 must be filed with the county board of adjustment within 30 calendar days following

2 the commission's decision and is in the nature of certiorari. A decision by county

3 board of adjustment may be appealed to the Superior Court of Currituck County.

4 (k) A certificate is required for locally designated landmarks or buildings,
5 structures, sites, areas, which are owned by the State of North Carolina or any of its
6 agencies, political subdivisions, or instrumentalities, subject to the regulations of
7 this division and in accordance with G.S. 160A-400.9(f).

8 (l) In the case of a building, structure, site, area, or object designated as a local 9 historic landmark threatened with demolition, as the result of willful neglect or 10 otherwise, material alteration, rehabilitations or removal, except in compliance 11 with this division, the commission, the board of commissioners or any other party 12 aggrieved by such action may institute any appropriate action or proceeding to 13 prevent, retrain, correct or otherwise abate such violation, or to prevent any illegal 14 act or conduct with respect to such property.

15 Sec. 2-277. - Conflict with other laws.

16 Whenever the provisions of this division are in conflict with any other statute, 17 charter provision, ordinance, or regulation of the Currituck County Board of 18 Commissioners, the more restrictive ordinance or regulation shall govern.

19 <u>Sec. 2-278 – Code of Ethics.</u>

20 (a) Before entering their duties, commission members shall qualify by taking an 21 oath of office pursuant to G.S. 160D-309 and signing a written affirmation that the 22 commission member has read and understands the code of ethics set out in this 23 section. 24 (b) A commission member shall not vote on any advisory or legislative decision 25 regarding a regulation adopted pursuant to this ordinance where the outcome of the matter being considered is reasonably likely to have a direct, substantial, and 26 27 readily identifiable financial impact on the commission member. 28 A commission member shall not vote on any advisory or legislative decision (c) 29 regarding a regulation adopted pursuant to this ordinance if the landowner of the 30 property subject to the application is a person with whom the member has a close familial, business, or other associational relationship. A close familial relationship 31 32 means a spouse, parent, child, brother, sister, grandparent, or grandchild. This

33 term includes the step, half, and in-law relationships.

1 2	(d) A commission member exercising quasi-judicial functions pursuant to this ordinance shall not participate in or vote on any quasi-judicial matter in a manner
3	that would violate affected persons' constitutional rights to an impartial decision
4	maker. Impermissible violations of due process include, but are not limited to, a
5	member having a fixed opinion prior to hearing the matter that is not susceptible to
6	change, undisclosed ex parte communications, a close familial, business, or other
7	associational relationship with an affected person, or a financial interest in the
8	outcome.
9 10	PART II. All ordinances or parts of ordinances in conflict with this ordinance are hereby repealed.
11 12	PART III. This ordinance is effective immediately upon adoption.
12 13 14	ADOPTED this 2 nd day of August, 2021.
15	
16	Michael H. Payment, Chairman
17 18	ATTEST:
18 19	
20	
21	Leeann Walton
22	Clerk to the Board
23	
24	
25	APPROVED AS TO FORM:
26 27	
28	Donald I. McRee, Jr.
29	County Attorney
30	
31	Date adopted:
32	
33	Motion to adopt by Commissioner
34 25	Second by Commissioner
35 36	Vote: AYESNAYS S:\Legal\Ordinances\
36 37	D. Legal (Orumances)
38	

Attachment: Ordinance Amending Historic Preservation Commission 160D Modification 071921 v2 (Ordinance Amendment-Historic



Currituck County

Planning and Community Development Department Planning and Zoning Division 153 Courthouse Road Suite 110 Currituck NC 27929 252-232-3055 Fax 252-232-3026

To: Board of Commissioners

From: Planning Staff

Date: **REVISED June 30, 2021**

Subject: PB 21-10 Currituck County Text Amendment Family Subdivisions

Request

The proposed text amendment initiated by the Board of Commissioners will allow family subdivisions on parent parcels 12 acres in area or larger without the required connection to an existing NCDOT maintained street or a street that meets NCDOT standards. Resultant family subdivision lots shall be three acres in area minimum and are exempt from the current UDO requirement that private access streets shall not serve more than five lots. The current UDO language will not allow extension of a private access street serving more than five lots.

Text Amendment Review Standards

The advisability of amending the text of the UDO is a matter committed to the legislative discretion of the Board of Commissioners and is not controlled by any one factor. In determining whether to adopt or deny the proposed text amendment, the Board of Commissioners may weigh the relevance of and consider whether and the extent to which the proposed text amendment:

- 1. Is consistent with the goals, objectives, and policies of the Land Use Plan and other applicable county-adopted plans;
- 2. Is not in conflict with any provision of this Ordinance or the County Code of Ordinances;
- 3. Is required by changed conditions;
- 4. Addresses a demonstrated community need;
- 5. Is consistent with the purpose and intent of the zoning districts in this Ordinance, or would improve compatibility among uses and ensure efficient development within the county;
- 6. Would result in a logical and orderly development pattern; and
- 7. Would not result in significantly adverse impacts on the natural environment, including but not limited to water, air, noise, stormwater management, wildlife, vegetation, wetlands, and the natural functioning of the environment.

Land Use Plan Policies

The following 2006 Land Use Plan Policies are relevant to this proposed text amendment.

<u>POLICY TR8</u>: Local streets shall be designed and built to allow for convenient CIRCULATION WITHIN AND BETWEEN NEIGHBORHOODS and to encourage mobility by pedestrians and bicyclists. Care shall be taken to encourage local street "connectivity" without creating opportunities for cut-through traffic from outside the connected areas.

<u>POLICY TR12</u>: New residential developments shall provide for the installation of PAVED PUBLIC ROADWAY AND DRAINAGE INFRASTRUCTURE at the time of development. This policy is intended to prevent the creation of substandard developments that must later correct for infrastructure problems that could have been avoided, had they been installed properly from the beginning. Family subdivisions and non-asphalt roads serving the northern beaches are the only exceptions to this policy.

Staff Recommendation

Staff recommends that the Board carefully consider impacts of this text amendment on all property owners. Owners of property along existing private access streets currently have assurance that development that accesses the street will be limited unless the street is improved to NCDOT standards.

The UDO states that the purpose of subdivision regulations is to promote health, safety, convenience, order, prosperity, and welfare of present and future residents of the county and subdivision and infrastructure standards are established to maintain conditions essential to the public's health, safety, and general welfare.

Road maintenance is important and necessary for access, safety, and emergency response. Relaxing standards for family subdivisions may detrimentally impact existing roads and property owners along those roads. This ordinance may create situations where roads are further deteriorated due to the creation of additional lots on substandard roads. Staff is concerned with allowing unlimited lots along a private access street. This text amendment leaves the potential for an unlimited number of lots dependent on access from a private access street. The current limitation for private access streets is 5 lots.

Staff recommends a process for existing owners of a private access street and those with the legal right to access a private street the ability to provide consent for further subdivision along the street. The proposed language includes a requirement for consent by owners of existing private streets.

Staff recommends that family subdivision lots created subject to these regulations shall not be further divided into family subdivision lots, the proposed language includes this prohibition.

Staff suggests including language on the recorded plat that the family subdivision is for the purpose of keeping the land within the family and not for the purpose of short-term investment or circumvention of the UDO.

Staff recommends approval of the request and suggests the following Statement of Consistency: The requested zoning text amendment is consistent with the goals, objectives and policies of the 2006 Land Use Plan including:

<u>Policy TR12</u>: New residential developments shall provide for the installation of PAVED PUBLIC ROADWAY AND DRAINAGE INFRASTRUCTURE at the time of development. This policy is intended to prevent the creation of substandard developments that must later correct for infrastructure problems that could have been avoided, had they been installed properly from the beginning. Family subdivisions and non-asphalt roads serving the northern beaches are the only exceptions to this policy.

The request is reasonable and in the public interest because:

It allows family subdivisions to create larger parcels with relaxed access standards for the purpose of keeping the land within the family.

> PB 21-10 Currituck County Family Subdivisions Text Amendment Page 2 of 9

8.B.a

Planning Board Recommendation

On June 8, 2021, the Planning Board recommended <u>denial</u> of the requested text amendment with a 3-2 vote.

<u>Motion</u>

Mr. Doll moved to recommend denial of PB 21-10 because the request is not consistent with the 2006 Land Use Plan: Land Use and Development Goal #10 to properly distribute development forms in accordance with the suitability of land, infrastructure available, and the compatibility of surrounding land uses. And the text amendment may not result in a logical and orderly development pattern because extension of sub-standard private access streets for family subdivision purposes may detrimentally impact existing property owners along the streets. Chairman Ballance seconded the motion and the motion carried 3-2 with Mr. Owens and Mr. Bass voting nay.

PB 21-10 Currituck County Family Subdivisions Text Amendment Page 3 of 9



Amendment to the Unified Development Ordinance, Chapter 2. Administration, Chapter 6. Subdivision and Infrastructure Standards, and Chapter 10. Definitions and Measurement.

BE IT ORDAINED by the Board of Commissioners of the County of Currituck, North Carolina that the Unified Development Ordinance of the County of Currituck be amended as follows:

Item 1: That Chapter 2 is amended by adding the following underlined language and renumbering accordingly:

D.

Minor	Subdivision	

- (1) Procedure
 - (a) **Pre-Application Conference** Not applicable.
 - (b) Community Meeting Not Applicable.

(c) Application Submittal and Acceptance

- Applicable (see Section 2.3.4). Applications shall include a final plat prepared in accordance with the standards in Section 2.4.8.E.5.b, Final Plat Review Standards.
- (ii) Applications <u>and plats</u> for a family subdivision shall include an attestation that the purpose for the subdivision is solely for the conveyance of lots to family members, and that conveyance of a lot in a family subdivision to a non-family member is a violation of this Ordinance.

(d) Staff Review and Action

Applicable (see Section 2.3.5). The Planning Director shall decide an application for a minor subdivision in accordance with Section 2.3.5.D, Applications Subject to Decision by Planning Director or Technical Review Committee, and Section 2.4.8.D.2, Minor Subdivision Review Standards.

(e) Public Hearing Scheduling and Public Notification

Not applicable.

PB 21-10 Currituck County Family Subdivisions Text Amendment Page 4 of 9

8.B.a

(f) Public Hearing Procedures

Not applicable.

- (g) Advisory Body Review and Recommendation Not applicable.
- (h) **Decision-Making Body Review and Decision** Not applicable.

(2) Minor Subdivision Review Standards

(a) General Standards

A minor subdivision shall be approved on a finding that:

- It complies with all applicable standards in Chapter 6: Subdivision and Infrastructure Standards, the standards for a final plat in Section 2.4.8.E.5.B; and all other applicable standards in this Ordinance;
- (ii) It complies with the dimensional standards of Chapter 3 (except as allowed in Section 2.4.8.D.2.B.IV);
- (iii) It will result in no more than three lots created from the parent parcel or tract (including the residual parcel or tract of less than ten acres in area), as it existed on April 2, 1989 (except as allowed in Section 2.4.8.D.2.B, Additional Standards for Family Subdivisions, or as allowed in Section 2.4.8.D.2.C., Additional Standards for Non-residential Minor Subdivisions);
- (iv) It does not front an existing NCDOT-maintained public street (except for Family Subdivisions, and Non-residential Minor Subdivisions);
- (v) The parent parcel and new parcel(s) shall front a private access street (except as allowed in Section 2.4.8.D.2.C, Additional Standards for Non-residential Minor Subdivisions). The existing driveway to the parent parcel shall be removed if that driveway is not converted into the private access street to service the resultant parcels.
- (vi) There is no public right-of-way dedication;
- (vii) It does not create a private access street serving more than two lots unless it is a family subdivision;
- (viii) Any private access street created shall connect to an existing NCDOT-maintained public street (except as allowed in Section 2.4.8.D.2.B.IV) and shall comply with Section 6.2.1.B.1 Private Access Street Standards; and,
- (ix) It does not require significant infrastructure improvements. For the purpose of this section significant infrastructure includes, but is not limited to: a road installed to NCDOT standards, fire hydrant, and/or a fire pond.

(b) Additional Standards for Family Subdivisions

Family subdivisions shall follow the review procedure for minor subdivisions and shall comply with the general standards in (a) above as well as the following:

PB 21-10 Currituck County Family Subdivisions Text Amendment Page 5 of 9

- Lots shall be conveyed solely to family members within two degrees of kinship (e.g., child, grandchild). A maximum of one lot shall be conveyed to the individual family member, including family subdivisions on different parent parcels.
- (ii) No more than five lots are created from the parent parcel or tract (including the residual parcel or tract of less than ten acres in area) as it existed ten years prior to application submittal.
- (iii) Ingress and egress to a lot shall not be from a major arterial street.
- (iv) Private access streets created shall connect to an NCDOTmaintained public street and shall not serve more than five lots <u>except for lots that meet the following standards:</u>
 - (A) The parent parcel or tract shall be a minimum of 12 acres in area.
 - (B) Lots created shall be a minimum of 3 acres in area in all zoning districts with a minimum lot width of 125 feet.
 - (C) Existing and new streets shall be improved in accordance with Section 6.2.1.B.1. from an NCDOT maintained public street to the lots created.
 - (D) <u>A certification by an NC licensed engineer shall be</u> required on the recorded plat indicating that the existing and new streets meet North Carolina State Fire Code.
 - (E) <u>All owners of existing private streets shall consent to the</u> <u>family subdivision application.</u>
 - (F) <u>An agreement specifying ownership and responsibility</u> for the maintenance of existing and new streets shall be recorded prior to approval of the plat.
 - (G) <u>The plat shall state that lots created shall not be further</u> <u>divided into family subdivision lots.</u>
- Principal uses shall be limited to single-family detached dwellings and customary accessory uses.

Item 2: That Chapter 6 is amended by adding the following underlined language:

6.2.1. Street Standards

Α.	Applicability						
	Unless exempted in accordance with Section 6.2.1.B, Exemptions, the street standards shall apply to all streets serving three or more lots.						
В.	Exemptions						
	(1) Private Access Streets						

PB 21-10 Currituck County Family Subdivisions Text Amendment Page 6 of 9

- (a) A street within a family subdivision or serving a subdivision of two or fewer lots are exempted from the standards in this section, provided they are configured in accordance with Figure 6.2.1.B, Private Access Street Standards, and Section 6.2.1.<u>CD</u>.4, Connection with State Streets, <u>except as permitted in Section 2.4.8.D.2.B.IV</u>.
- (b) One private access street is allowed per parent parcel as it existed on April 2, 1989, except as permitted in Section 2.4.8.D.2.B.IV.
- (c) All subdivision plats served by private access streets shall bear the following notation: "Private access streets do not meet the NCDOT's minimum standards for the assumption of maintenance. Currituck County does not construct or maintain streets. Further subdivision of any lot shown on this plat may be prohibited by the Currituck County UDO unless the private access street is improved consistent with minimum NCDOT standards."

D. Street Design Standards

Streets in development subject to these standards shall comply with the following:

(4) Connection with State Streets

Provide direct access to an improved street that meets NCDOT design and construction standards or one that has been accepted for maintenance by NCDOT, to the maximum extent practicable.

E. Minimum Street Width

All streets in a subdivision subject to these standards shall comply with the minimum street width standards in Table 6.2.1.D, Minimum Street Width Standards.

TABLE 6.2.1.D: MINIMUM STREET WIDTH STANDARDS							
	Minimum Right of Way Width (feet)	Local Street		Collector Street		NCDOT	NCDOT
Subdivision Type		Minimum Pavement Width (feet)	Minimum Shoulder Width (feet)	Minimum Pavement Width (feet)	Minimum Shoulder Width (feet)	Design Standards Applicable?	Construction Standards Applicable?
Family Subdivision	24	20	2	N/A	N/A	No	No
Residential Subdivision	See NCDOT .	Subdivision	Roads Min	imum Cons	truction	Yes	Yes
Nonresidential Subdivision		Standards Manual			Yes	Yes	
Conservation Subdivision	30	20 [1]	N/A	N/A	N/A	No	Yes
Planned Unit and Planned Development [2]	30	20 [1]	N/A	N/A	N/A	No	Yes

NOTES:

[1] See Section 6.2.1.G for one-way street pavement width requirements

[2] Streets in Planned Developments shall be installed in accordance with the approved master plan and the requirements of this section.

PB 21-10 Currituck County Family Subdivisions Text Amendment Page 7 of 9

D. Water Supply Standards

(1) Water Supply System Required

- (a) Every principal use and every buildable lot in a subdivision shall be serviced by a means of water supply that is adequate to accommodate the reasonable needs of such use or lot and that complies with all applicable health regulations.
- (b) All buildable lots within a planned unit development, planned development, or multi-family development shall be connected and serviced by the county water supply system.
- (c) Except for family subdivisions, lots in the Fruitville and Moyock-Gibbs Woods Townships, and lots located in the Agriculture (AG) zoning district, all new subdivisions and nonresidential development shall be connected and serviced by the county water supply.

Item 3: That Chapter 10 is amended by adding the following underlined language:

10.3.3 Lots			
	(8)	Lot Ty	pes (see Figure 10.3.3.A.7, Lot Types)
		(e)	Family Subdivision Lot A lot created through the family subdivision process (see Section 2.4.8).
В.	Gener	al Lot Re	equirements
	(2)	Family	y Subdivision Lots
		(a)	Family subdivision lots shall maintain a minimum lot area of 40,000 square feet, regardless of the minimum requirements for the zoning district (except <u>as permitted in Section 2.4.8.D.2.B.IV or</u> in the SFR district, where district requirements apply).
		(b)	Family subdivision lots are not required to front onto a public or private street.

10.3 Definitions

STREET, PRIVATE ACCESS

A street subject to the requirements of Section 6.2.1.B.1, Private Access Streets, that serves a family subdivision or a maximum of two lots.

SUBDIVISION, FAMILY

A subdivision where single-family lots may only be conveyed to family members within two degrees of kinship (e.g., child, grandchild).

PB 21-10 Currituck County Family Subdivisions Text Amendment Page 8 of 9

Item 4: Staff suggested Statement of Consistency and Reasonableness:

Item 5: The provisions of this Ordinance are severable and if any of its provisions or any sentence, clause, or paragraph or the application thereof to any person or circumstance shall be held unconstitutional or violative of the Laws of the State of North Carolina by any court of competent jurisdiction, the decision of such court shall not affect or impair any of the remaining provisions which can be given effect without the invalid provision or application.

Item 6:	This ordinance amendment shall be in effect from and after the	day of	
	2021.		

Board of Commissioners' Chairm	ian
Attest:	

Leeann Walton Clerk to the Board

DATE ADOPTED:
MOTION TO ADOPT BY COMMISSIONER:
SECONDED BY COMMISSIONER:
VOTE:AYESNAYS
PLANNING BOARD DATE: 6/8/2021
PLANNING BOARD RECOMMENDATION: Denial
VOTE: <u>3</u> AYES <u>2</u> NAYS
ADVERTISEMENT DATE OF PUBLIC HEARING: 7/4/2021 & 7/14/2021
BOARD OF COMMISSIONERS PUBLIC HEARING: 7/19/2021
BOARD OF COMMISSIONERS ACTION:
POSTED IN UNIFIED DEVELOPMENT ORDINANCE:
AMENDMENT NUMBER:

Packet Pg. 83

C C C C C C C C C C C C C C C C C C C		OFFICIAL USE ONLY:	
IT OR	Text Amendment Application	OFFICIAL USE ONLY: Case Number: Date Filed: Gate Keeper: Amount Paid:	- 1
Contact Infor	mation		1997
APPLICANT:			
Name:	Currituck County		
Address:	153 Courthouse Road		_
	Currituck, NC 27929		_
Telephone:	252-232-2075		
E-Mail Addre	ess: ben.stikeleather@currituckcountync.gov		
Request			
Amend the	UDO to allow alternative family subdivisions		
Amend the Alternative Increase max	UDO to allow alternative family subdivisions family subdivisions are permitted on minimur kimum number of family subdivision lots that can access	m 12-acre parent parcels.	
Amend the Alternative Increase max	UDO to allow alternative family subdivisions family subdivisions are permitted on minimur	m 12-acre parent parcels.	
Amend the Alternative Increase max	UDO to allow alternative family subdivisions family subdivisions are permitted on minimur kimum number of family subdivision lots that can access	m 12-acre parent parcels.	
Amend the Alternative Increase max	UDO to allow alternative family subdivisions family subdivisions are permitted on minimur kimum number of family subdivision lots that can access	m 12-acre parent parcels.	
Amend the Alternative Increase max	UDO to allow alternative family subdivisions family subdivisions are permitted on minimur kimum number of family subdivision lots that can access	m 12-acre parent parcels.	
Amend the Alternative Increase max	UDO to allow alternative family subdivisions family subdivisions are permitted on minimur kimum number of family subdivision lots that can access	m 12-acre parent parcels.	
Amend the Alternative Increase may Alternative	UDO to allow alternative family subdivisions family subdivisions are permitted on minimur kimum number of family subdivision lots that can access	m 12-acre parent parcels.	

Revi

Currituck County

Planning and Community Development Department Planning and Zoning Division 153 Courthouse Road Suite 110 Currituck NC 27929 252-232-3055 Fax 252-232-3026

From: Planning Staff

Date: July 15, 2021

Subject: PB 21-12 Currituck County Text Amendment Extension of Preliminary Plat/Use Permit

Request

The proposed text amendment initiated by the Board of Commissioners will allow for a subdivision preliminary plat approval to be extended when a committed county utility cannot be provided. The Board gave staff direction to address this situation in the 2021 Retreat.

Background

Under the current Unified Development Ordinance, approval of a preliminary plat vests a subdivision project and allows it to move forward to construction drawing phase. Construction drawings are the detailed, engineered drawings showing individual lots and all the information necessary to install required public improvements. Upon approval of preliminary plat, an applicant typically invests time and resources to engineering the project, applying for any state permits (such as CAMA, stormwater, wastewater, and erosion control), and finalizing the design of the subdivision, including access to public utilities. State permits are required prior to approval of construction drawings. After construction drawings are approved, the next step is installation of the proposed improvements. Once the improvements are installed, certified, and verified, a project can move toward final plat. When a final plat is approved, the plat can be recorded, and individual lots may be sold.

Ordinance	Preliminary Plat Expiration and Extension
1984 Subdivision Ordinance	One year with potential one-year extension.
1989 UDO	One year with potential one-year extension.
1992 UDO	Two years with potential two-year extension.
2007 & 2013 UDO	Two years if a complete application for final plat not received with potential two-year extension. ¹
April 2019 UDO Amendment	Three years with no extension. ²

¹During this time, the Board heard numerous requests for extensions to allow time for full project design, application for all state permits and improvement installation.

²This standard is effective for all preliminary plats that received approval after April 2019.

With the existence of the Moyock Regional Wastewater Treatment Plant, the county committed to serve Moyock Commons residential subdivision with sewer. The 55-lot Moyock Commons subdivision received preliminary plat approval in June 2017 and an extension in June 2019. The project did not

move forward with construction drawings phase until the Moyock Regional WWTP was under Special Order of Consent from NC Division of Water Resources that limits sewer availability. The project cannot move forward with this limitation. State permits for construction drawings cannot be issued under the SOC. This language was drafted to give any applicant relief who is relying on a committed county utility but access to the utility cannot be provided in the appropriate time span. Staff is proposing an administratively approved extension when a committed county utility cannot be provided.

Text Amendment Review Standards

The advisability of amending the text of the UDO is a matter committed to the legislative discretion of the Board of Commissioners and is not controlled by any one factor. In determining whether to adopt or deny the proposed text amendment, the Board of Commissioners may weigh the relevance of and consider whether and the extent to which the proposed text amendment:

- 1. Is consistent with the goals, objectives, and policies of the Land Use Plan and other applicable county-adopted plans;
- 2. Is not in conflict with any provision of this Ordinance or the County Code of Ordinances;
- 3. Is required by changed conditions;
- 4. Addresses a demonstrated community need;
- 5. Is consistent with the purpose and intent of the zoning districts in this Ordinance, or would improve compatibility among uses and ensure efficient development within the county;
- 6. Would result in a logical and orderly development pattern; and
- 7. Would not result in significantly adverse impacts on the natural environment, including but not limited to water, air, noise, stormwater management, wildlife, vegetation, wetlands, and the natural functioning of the environment.

Staff Recommendation/Statement of Consistency

Staff recommends approval of the text amendment.

The proposed text amendment is consistent with the 2006 Land Use Plan including:

Land Use and Development Goal #10 To properly distribute development forms in accordance with the suitability of the land, infrastructure available and the compatibility of surrounding land uses.

<u>POLICY PP2</u>: Currituck County shall continue to implement a policy of ADEQUATE PUBLIC FACILITIES, sufficient to support associated growth and development. Such facilities may include but not be limited to water supply, school capacity, park and open space needs, fire fighting capability, and law enforcement.

Planning Board Recommendation

On July 13, 2021, the Planning Board recommended approval of the requested text amendment as presented with a 5-0 vote.

Motion

Mr. Bass motioned to approve PB 21-12 because the request is consistent with Land Use and Development Goal #10 and Policy PP2 of the 2006 Land Use Plan. Mr. Doll seconded the motion and the text amendment was approved unanimously with a 5-0 vote.

PB 21-12 Currituck County Text Amendment Page 2 of 4



Amendment to the Unified Development Ordinance, Chapter 2. Administration:

BE IT ORDAINED by the Board of Commissioners of the County of Currituck, North Carolina that the Unified Development Ordinance of the County of Currituck be amended as follows:

Item 1: That Chapter 2 is amended by adding the underlined language and numbering accordingly:

2.4.8.	Subo	division		
	Ε.	Majo	r Subdiv	vision
		(4)	Prelir	minary Plat Standards, Effect, Amendment, and Expiration
			(a)	Preliminary Plat Review Standards
				An application for a type I or type II preliminary plat shall be approved only upon a finding the applicant demonstrates the preliminary plat complies with:
				 All applicable standards in Chapter 6: Subdivision and Infrastructure Standards, and other applicable standards in this Ordinance;
				(ii) The standards in 2.4.6.D, Special Use Permit Standards, if applicable;
				(iii) The Currituck County Stormwater Manual;
				(iv) All standards or conditions of any prior applicable development permits and approvals; and
				 All other applicable requirements in the County Code of Ordinances.
			(b)	Effect of Development Approval
				Approval of a type I or type II preliminary plat authorizes:
				 The submittal of construction drawings for the subdivision or an approved phase of the subdivision, in accordance with this section; or
				(ii) Review and decision on construction drawings by the Technical Review Committee, if submitted concurrently with the preliminary plat application.
			(c)	Amendment of Development Approval
				Applicable (see Section 2.3.14).

PB 21-12 Currituck County Text Amendment Page 3 of 4 Attachment: PB 21-12 Staff Report Currituck County TA For BOC (PB 21-12 Currituck County Text Amendment)

(d) Expiration of Development Approval

- (i) Approval of a type I or type II preliminary plat shall automatically expire if a complete application for approval of a final plat is not submitted within three years after the date of approval of the type I or type II preliminary plat.
- (ii) If the county cannot provide a committed county utility, the Director may, on receiving a written request for extension before the expiration date of the preliminary plat (including extensions granted prior to (INSERT: the effective date of this text amendment), grant an extension of the expiration time period of the preliminary plat for a period of two years from the date notice is provided to the applicant that the county utility is available.

Item 2: Statement of Consistency

Item 3: The provisions of this Ordinance are severable and if any of its provisions or any sentence, clause, or paragraph or the application thereof to any person or circumstance shall be held unconstitutional or violative of the Laws of the State of North Carolina by any court of competent jurisdiction, the decision of such court shall not affect or impair any of the remaining provisions which can be given effect without the invalid provision or application.

Item 4:	This ordinance amendment shall be in effect from and after the	day of
	, 2021.	

Board of Commissioners' Chairman Attest:

Leeann Walton Clerk to the Board

DATE ADOPTED: MOTION TO ADOPT BY COMMISSIONER:	
SECONDED BY COMMISSIONER:	
VOTE:AYESNAYS	
PLANNING BOARD DATE: 7/13/2021	
PLANNING BOARD RECOMMENDATION: <u>Approved</u>	
VOTE: <u>5_</u> AYES <u>0_</u> NAYS	
ADVERTISEMENT DATE OF PUBLIC HEARING: 7/21/2021 & 7/28/2021	
BOARD OF COMMISSIONERS PUBLIC HEARING: 8/2/2021	
BOARD OF COMMISSIONERS ACTION:	
POSTED IN UNIFIED DEVELOPMENT ORDINANCE:	
AMENDMENT NUMBER:	

PB 21-12 Currituck County Text Amendment Page 4 of 4



Text Amendment Application

OFFICIAL USE ONL Case Number:	Y: Pool 12
Case Number:	1021-12
Date Filed:	
Gate Keeper:	
Amount Paid:	· ···

APPLICANT:			
Name:	Currituck County		a.
Address:	153 Courthouse Road		
	Currituck, NC 27929		
Telephone:	252-232-3055		
	ben.stikeleather@curri	tuckcountync.gov	
Request			
l, the undersigne	d, do hereby make applicat	tion to change the Currituck Co	ounty UDO as herein requested
Amend Chapter(a) <u>2</u>	Section(s) 4.8	as follows:
to allow exten		/use permit when a com	
cannot be pro	vided.		
		2.0	
'Request may be attac	ned on separate paper if needed.		

Petitioner

Date

Text Amendment Application Page 3 of 4 Revis

Packet Pg. 89

Attachment: Sole Source Resolution for Purchase of Sulzer Pumps from Pete Duty_FY22 (Resolutions-Sole Source Purchases-Wastewater)

COUNTY OF CURRITUCK

RESOLUTION AUTHORIZING THE PURCHASE OF SULZER PUMPS FROM PETE DUTY & ASSOCIATES, INC. THROUGH SOLE SOURCE PURCHASE PURSUANT TO N.C. GEN. STAT. §143-129(e)(6)

WHEREAS, N.C. Gen. Stat. §143-129(e)(6) authorizes a unit of local government to purchase apparatus, supplies, materials or equipment when standardization or compatibility is an overriding consideration; and

WHEREAS, proper functioning of the County's Ocean Sands Wastewater Treatment Plant (OSWWTP) requires replacement of one effluent dosing pump and three reactor backwash pumps with existing systems equipment; and

WHEREAS, as the sole and exclusive distributor of Sulzer wastewater products in the State of North Carolina, Pete Duty & Associates, Inc. is the only entity capable of providing the county with pumps compatible with current OSWWTP equipment and operational systems, and

WHEREAS, the County's OSWWTP has been using Pete Duty & Associates, Inc. to construct, develop and upgrade its system; and

WHEREAS, the County's OSWWTP needs replacement of one effluent dosing pump and three reactor backwash pumps and Pete Duty & Associates is supplier of compatible pumps; and

WHEREAS, Pete Duty & Associates, Inc. is supplying the County's OSWWTP with replacement of one effluent dosing pump at a cost of \$11,627.00 and three reactor backwash pumps at a cost of \$19,528.80; and

WHEREAS, the total cost for the purchase is \$31,155.80.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners for Currituck County, North Carolina as follows:

Section 1. The County of Currituck is authorized to enter into a contract in the amount of \$31,155.80 with Pete Duty & Associates, Inc. for the sole source purchase of Sulzer wastewater products in accordance with the sole source provision requirements set forth by N.C. Gen. Stat. \$143-129(e)(6). Further, the County Manager is authorized to execute the agreement with Pete Duty & Associates, Inc. for the acquisition apparatus, materials, and equipment acquisition described in this resolution and the proposed contract.

Section 2. This resolution shall be effective upon its adoption.

This the 2nd day of August 2021.

Michael H. Payment, Chairman Board of Commissioners

ATTEST:

Leeann Walton Clerk to the Board of Commissioners

(COUNTY SEAL)

RESOLUTION OF THE CURRITUCK COUNTY BOARD OF COMMISSIONERS EXPRESSING CONCERN WITH UNFUNDED AND UNDERFUNDED STATE MANDATES FOR PUBLIC EDUCATION

WHEREAS, Article IX, §2 of the North Carolina Constitution provides "[T]he General Assembly shall provide by taxation and otherwise for a general and uniform system of free public schools, which shall be maintained at least nine months in every year, and wherein equal opportunities shall be provided for all students."; and

WHEREAS, the Court of Appeals of North Carolina, citing the North Carolina Supreme Court decisions in *Leandro v. State*, 346 N.C. 336, 488 S.E.2d 249 (1997) and *Hoke Cty. Bd. of Educ. v. State*, 358 N.C. 605, 599 S.E.2d 365 (2004), explained in *Silver v. Halifax Cty. Bd. of Comm'rs*, 255 N.C. App. 559, 805 S.E.2d 320 (2017) that "[T]he constitutional duty to provide a sound basic education rests upon the State "; and

WHEREAS, there has been a long tradition and partnership and cost sharing between the State and counties to fund public education operations and facilities; and

WHEREAS, it is becoming a State practice, no matter how well meaning, to reduce State spending by shifting to counties unfunded or underfunded mandates for the improvement of public education as exemplified by requiring that local school systems reduce the size of K-3 elementary school classes; and

WHEREAS, because of these unfunded or underfunded mandates, Currituck County is faced with expending millions of local taxpayer dollars for capital improvements and additional funding for teachers and other school operational costs; and

WHEREAS, Currituck County opposes state unfunded mandates and requiring county funding of State responsibilities without revenue to cover a county's cost of such funding.

NOW, THEREFORE, BE IT RESOLVED by the Currituck County Board of Commissioners that the North Carolina General Assembly, and in particular the county's legislative delegation, take no action that places additional financial burden on counties and that the State of North Carolina assume the unfunded and underfunded mandates placed upon counties.

ADOPTED this 2nd day of August, 2021.

Michael H. Payment, Chairman Board of Commissioners

ATTEST:

Leeann Walton, Clerk to the Board

BOARD OF ADJUSTMENT 3-Year Terms

	Nominated			Date of	
Incumbent	by	New Appointee	Nominated by	Appointment	End of Term
					1st Term
Cathy Bontemps	District 1		Bob White	01/4/2021	12/31/2023
					Unexpired Term
Steven Craddock	District 2		Selina Jarvis	3/4/2019	12/31/2021
		Also serves on Planning Board			1st Term
Lynn Hicks	District 3	Asked to be replaced	Mike Payment	12/2/2019	12/31/2022
		Resigned-Replacement will			1st Term
Greg Hammer	District 4	serve as Alt-2	Paul Beaumont	5/15/2017	12/31/2019
					Unexpired Term
Sam Miller-Alt-1	District 5		Owen Etheridge	4/19/2021	12/31/2022
					1st Term
Carol Bell	At Large		Kevin McCord	01/4/2021	12/31/2023
					2nd Term
Troy Breathwaite	At-Large		Kitty Etheridge	01/4/2021	12/31/2023

Must be Replaced

Number

20220006

BUDGET AMENDMENT

The Currituck County Board of Commissioners, at a meeting on the 2nd day of August 2021, passed the following amendment to the budget resolution for the fiscal year ending June 30, 2022.

		Debit		Credit		
Account Number	Account Description	Decrease Revenue or Increase Expense		Increase Revenue or Decrease Expense		
10752-519700 10560-519701 10330-432200 10390-499900	HCCBG - In Home HCCBG - Access Services HCCBG - In Home Fund Appropriate Balance	\$ \$	15,532 837	\$ \$	15,936 433	
		\$	16,369	\$	16,369	

Explanation: PUBLIC ASSISTANCE (10752); INTER COUNTY TRANSPORTATION (10560) - Adjust to State Funding Authorizations.

Net Budget Effect: Operating Fund (10) - Increased by \$16,369.

Minute Book # _____, Page # _____

Journal # _____

Number

20220007

BUDGET AMENDMENT

The Currituck County Board of Commissioners, at a meeting on the 2nd day of August 2021, passed the following amendment to the budget resolution for the fiscal year ending June 30, 2022.

		Debit	t	C	Credit
Account Number	Account Description	Decrease Re Increase Ex			e Revenue or se Expense
10510-532001 10510-590001 10330-449510	Supplies - GHSP Grant PROJ013795 Capital Outlay - GHSP Grant PROJ013795 Sheriff Grants	\$ \$	10,600 23,796	\$	34,396
	-	\$	34,396	\$	34,396

Explanation: Sheriff (10510) - Increase appropriations to record grant funds for Govenor's Highway Safety Program Project PROJ013795 for 4 permanent radar signs in school zones and for supplies for crisis response in schools.

Net Budget Effect: Operating Fund (10) - Increased by \$34,396.

Minute Book # _____, Page # _____

Journal # _____

BUDGET AMENDMENT

The Currituck County Board of Commissioners, at a meeting on the 2nd day of August 2021, passed the following amendment to the budget resolution for the fiscal year ending June 30, 2022.

			Debit	Credit
Account Number	Account Number Account Description		se Revenue or ase Expense	 e Revenue or ase Expense
10460-590000	Capital Outlay	\$	68,838	
10460-592000	Courthouse Projects	\$	337,860	
10390-499900	Appropriated Fund Balance			\$ 406,698
		\$	406,698	\$ 406,698

Explanation: Public Works (10460) - Carry-forward Public Works funds for two (2) trucks, Cooperative Extension window replacement, stainless steel toilet in detention center and generator. Projects were delayed due to materials shortages.

Net Budget Effect: Operating Fund (10) - Increased by \$406,698.

Minute Book # _____, Page # _____

Journal # _____

BUDGET AMENDMENT

The Currituck County Board of Commissioners, at a meeting on the 2nd day of August 2021, passed the following amendment to the budget resolution for the fiscal year ending June 30, 2022.

		Debit		Credit	
Account Number	Account Description	Decrease Revenue or Increase Expense			e Revenue or ase Expense
26535-590535 26330-445000	Capital Outlay - 911 Grants Emergency Mgmt Grants	\$	332,700	\$	332,700
		\$	332,700	\$	332,700

Explanation: Emergency Telephone System Fund (26535) - Increase appropriations for Communications space in the Public Safety building funded through a PSAP grant.

Net Budget Effect: Operating Fund (10) - Increased by \$332,700.

Minute Book # _____, Page # _____

Journal # _____

Number

20220010

BUDGET AMENDMENT

The Currituck County Board of Commissioners, at a meeting on the 2nd day of August 2021, passed the following amendment to the budget resolution for the fiscal year ending June 30, 2022.

			Debit	Credit
Account Number			se Revenue or ase Expense	 e Revenue or ase Expense
51848-591005	CCMS - Silicone Roof Coating	\$	340,000	
51848-598005 51380-425001	Central Elem School - Silicone Roof Coating Lottery Proceeds	\$	65,000	\$ 405,000
		\$	405,000	\$ 405,000

Explanation: School Contruction (51848) - Increase appropriations for silicone roof coating on Currituck County Middle School and Central Elementary Schools, which will have twenty year warranties on each building.

Net Budget Effect: School Construction Fund (51) - Increased by \$405,000.

Minute Book # _____, Page # _____

Journal # _____

BUDGET AMENDMENT

The Currituck County Board of Commissioners, at a meeting on the 2nd day of August 2021, passed the following amendment to the budget resolution for the fiscal year ending June 30, 2022.

		Debit		Credit	
Account Number	Account Description	Decrease Revenue or Increase Expense			e Revenue or ase Expense
43848-590000 43390-499900	Capital Outlay Fund Balance Appropriated	\$	880,000	\$	880,000
		\$	880,000	\$	880,000

Explanation: Land Banking Fund (43) - Carry-forward purchase of land for school property on Tulls Creek Road.

Net Budget Effect: Land Banking Fund (43) - Increased by \$880,000.

Minute Book # _____, Page # _____

Journal # _____

BUDGET AMENDMENT

The Currituck County Board of Commissioners, at a meeting on the 2nd day of August 2021, passed the following amendment to the budget resolution for the fiscal year ending June 30, 2022.

		Debit Decrease Revenue or Increase Expense		Credit		
Account Number	Account Description				Increase Revenue or Decrease Expense	
10441-557100 10390-499900	Software License Fees Appropriated Fund Balance	\$	53,852	\$	53,852	
		\$	53,852	\$	53,852	

Explanation: Information Technology (10441) - Carry-forward FY 2021 funds remaining in ITS for telephone system upgrades that will be done in FY 2022.

Net Budget Effect: Operating Fund (10) - Increased by \$53,852.

Minute Book # _____, Page # _____

Journal # _____

BUDGET AMENDMENT

The Currituck County Board of Commissioners, at a meeting on the 2nd day of August 2021, passed the following amendment to the budget resolution for the fiscal year ending June 30, 2022.

		Debit Decrease Revenue or Increase Expense		Credit		
Account Number	Account Description				Increase Revenue or Decrease Expense	
50795-590008 50390-495015	Sound Park Bulkhead FY 2022 T F - Occupancy Tax	\$	50,000	\$	50,000	
		\$	50,000	\$	50,000	

Explanation: County Governmental Construction (50795) - Increase appropriations for design to repair or replace the bulkhead at the Sound Park.

Net Budget Effect: County Governmental Construction Fund (50) Increased by \$50,000.

Minute Book # _____, Page # _____

Journal # _____

Number

20220014

BUDGET AMENDMENT

The Currituck County Board of Commissioners, at a meeting on the 2nd day of August 2021, passed the following amendment to the budget resolution for the fiscal year ending June 30, 2022.

	C		Debit	Credit		
Account Number	Account Description	Decrease Revenue or Increase Expense		 Increase Revenue or Decrease Expense		
10390-499900	Appropriated Fund Balance			\$ 38,096		
10531 514500	Training and Education	\$	1,000			
10531 516200	Vehicle Maint	\$	500			
10531 514000	Travel	\$	2,000			
10531 532000	Supplies	\$	5,000			
10531 590000	Capital Outlay	\$	29,596			
		\$	38,096	\$ 38,096		

Explanation: Emergency Management (10531) - Carry-forward EMPG funding for 800 mHz radios, training and supplies for Emergency Management.

Net Budget Effect: Operating Fund (10) - Increased by \$38,096.

Minute Book # _____, Page # _____

Journal # _____

COUNTY OF CURRITUCK CAPITAL PROJECT ORDINANCE

BE IT ORDAINED by the Currituck County Board of Commissioners, North Carolina that pursuant to Section 13.2 of Chapter 159 of the General Statutes of North Carolina, the following capital project ordinance is hereby adopted:

SECTION 1. The project authorized is design and construction for repairs and replacement of the bulkhead at Sound Park in Point Harbor.

SECTION 2. The following amounts are appropriated for the project:

Sound Park Bulkhead	\$ 50,000
	\$ 50,000

SECTION 3. The following funds are available to complete this project:

Occupancy Tax	\$ 50,000
	\$ 50,000

SECTION 4. The Finance Director is hereby directed to report, on a quarterly basis, on the financial status of each project element delineated in Section 2 above.

SECTION 5. SPECIAL APPROPRIATIONS AND RESTRICTIONS

The Budget Officer is hereby authorized to transfer appropriations within the fund as contained herein under the following conditions:

a. He may transfer amounts between object line items within the fund up to One Thousand dollars (\$1,000).

SECTION 6. CONTRACTUAL OBLIGATIONS

The County Manager is hereby authorized to execute contractual documents under the following conditions:

- a. He may execute contracts for construction or repair projects which do not require formal competitive bid procedures.
- b. He may execute contracts for (1) purchases of apparatus, supplies, and

materials, or equipment which are within the budgeted departmental appropriations; (2) leases of personal property for a duration of one year or less and within budgeted departmental appropriations; and (3) services which are within budgeted departmental appropriations.

c. He may execute contracts, as the lessor or lessee of real property, which are of a duration of one year or less which are within the budgeted departmental appropriations.

SECTION 7. USE OF BUDGET ORDINANCE

The Budget Officer and the Finance Director shall use this capital project ordinance for administration of the budget and for the accounting system.

ADOPTED this 2nd day of August 2021.

Michael H. Payment, Chairman Board of Commissioners

ATTEST:

Leeann Walton Clerk to the Board

COUNTY OF CURRITUCK CAPITAL PROJECT ORDINANCE

BE IT ORDAINED by the Currituck County Board of Commissioners, North Carolina that pursuant to Section 13.2 of Chapter 159 of the General Statutes of North Carolina, the following capital project ordinance is hereby adopted:

SECTION 1. The project authorized is applying a silicone coating on roofs of Currituck Middle School and Central Elementary School to prevent leaks. This will provide a 20 year warranty for these facilities.

SECTION 2. The following amounts are appropriated for the project:

Central Elementary - Silicone coating on roof	\$	65,000
Currituck Co Middle - Silicone coating on roof		340,000
	\$	405,000

SECTION 3. The following funds are available to complete this project:

Lottery Funds	\$ 405,000
	\$ 405,000

SECTION 4. The Finance Director is hereby directed to report, on a quarterly basis, on the financial status of each project element delineated in Section 2 above.

SECTION 5. SPECIAL APPROPRIATIONS AND RESTRICTIONS

The Budget Officer is hereby authorized to transfer appropriations within the fund as contained herein under the following conditions:

a. He may transfer amounts between object line items within the fund up to One Thousand dollars (\$1,000).

SECTION 6. CONTRACTUAL OBLIGATIONS

The County Manager is hereby authorized to execute contractual documents under the following conditions:

a. He may execute contracts for construction or repair projects which do not require formal competitive bid procedures.

- b. He may execute contracts for (1) purchases of apparatus, supplies, and materials, or equipment which are within the budgeted departmental appropriations; (2) leases of personal property for a duration of one year or less and within budgeted departmental appropriations; and (3) services which are within budgeted departmental appropriations.
- c. He may execute contracts, as the lessor or lessee of real property, which are of a duration of one year or less which are within the budgeted departmental appropriations.

SECTION 7. USE OF BUDGET ORDINANCE

The Budget Officer and the Finance Director shall use this capital project ordinance for administration of the budget and for the accounting system.

ADOPTED this 2nd day of August 2021.

Michael Payment, Chairman Board of Commissioners

ATTEST:

Leeann Walton Clerk to the Board

Attachment: FY2021 Fee Schedule - amended 7-13-21 (Master Fee Schedule-Amended)

Currituck County Master Fee Schedule

Rate and Fee Schedule effective August 2, 2021

Dept.	Description	Cost				
Airport	After Hours Fee (5:01 PM - 7:59 AM)	\$75 first hour/\$25 each additional hour				
Airport	Concession Fees - Aviation Maintenance & Repair Services	\$75.00 annual				
•		due on 10th following quarter end: Jan 10, Apr 10, Jul 10) &			
Airport	Concession Fees - Based Charter Aircraft Travel Services	5% of booked fee Sep 10				
Airport	Concession Fees - Banner Towing Operations	\$75.00 annual				
Airport	Concession Fees - Crop Dusting	\$300.00 annual \$75.00 annual				
Airport Airport	Concession Fees - Flight Lessons two or more Currituck based aircraft Concession Fees- Flight Lessons no Currituck based aircraft	\$300.00 annual		COMMER	CIAI	
Airport	Concession Fees- Flight Lessons one Currituck based aircraft	\$150.00 annual		Annual in	Annual w/	
Airport	Concession Fees- Hang Gliding	\$7,000.00 annual		Advance		yr term
Airport	Concession Fees - Rental Car Services	\$300.00 annual			- ,	5
		\$50 for start and first hour/\$25 each additional				
Airport	Ground Power Unit (GPU)	hour				
Airport	Hangar leases, non-commercial	\$2,760.00 annual, payable \$230 per month - Effective 8/1/2013	Monthly	5% Disc		monthly
Airport	Hangars, commercial A-5-T, A-11-T & Office space 2 combined	\$5,796.00 Effective 8/1/2013		\$ 5,506		
Airport	Hangars, commercial C-2, C-3, C-4, C-5	\$6,555.00 Effective 8/1/2013 \$5,520.00 Effective 8/1/2013	\$ 546.25 \$ 460.00			
Airport Airport	Hangars, commercial A-1-T, A-6-T & office space 1 combined Hangars, commercial B-1-C & B-2-C	\$5,520.00 Effective 8/1/2013		\$ 5,244 \$ 5,244		
Airport	Hangars, commercial C-1	\$7,590.00 Effective 8/1/2013	\$ 632.50			
Airport	Landing Fee - No Fuel Purchased	\$75.00 Fee waived with fuel purchase	\$ 052.50	φ /,211	\$ 0,051	5 505
·		Payments received after 10th of each month for each hang	ar			
Airport	Late Fee	\$15.00 and/or tie-down lease				
Airport	Overnight Fee	\$50 per night One night fee waived with fuel purchase				
Airport	Tie-down leases	\$10.00 per month				
Animal Services & Control	Adoption Fee- Dog	\$125.00 Discounts up to 50% off at the discretion of the Director				
Animal Services & Control	Adoption Fee- Cat	\$75.00 and/or Shelter Manager. Or approval by County Manager				
Animal Services & Control Animal Services & Control	Reclaim Fee- 1st offense Reclaim Fee- 2nd offense	\$25.00 + \$10.00 a day \$50.00 + \$10.00 a day				
Animal Services & Control	Reclaim Fee- 2nd offense	550.00 + 510.00 a day 575.00 + 510.00 a day				
Animal Services & Control	Reclaim Fee- 4th offense	\$100.00 + \$10.00 a day				
Animal Services & Control	Rabies Shot at County Sponsored Rabies Clinics	\$10.00				
	Facility rental fees - CCRC rentals will also be charged NC sales tax in addition to					
CCRC	rental fee.					
CCRC	Complete facility rental fee/Exclusive right to use grounds	\$500.00 per day.				
CCRC	Picnic Shelter- half day rental	\$25.00 per day/per room (up to 4 hours)				
CCRC	Picnic Shelter- full day rental	\$50.00 per day/per room (up to 8 hours)				
CCRC CCRC	Classroom rental Indoor Arena:	\$50.00 per day \$175.00 per weekend day				
CCRC	Indoor Arena:	\$175.00 per weekend day \$125.00 per week day				
CCRC	Outdoor Arena:	\$125.00 per weekend day				
CCRC		\$100.00 per week day				
CCRC	Park Attendant	\$18.00 per hour - nights/weekends/holidays				
CCRC	Stall Rental:					
CCRC	Overnight, no event	\$35.00 per nights				
CCRC	With event	\$15.00 day stall				
CCRC CCRC		\$25.00 2 day show				
CCRC	Showings must be use	\$30.00 3 day show ed with any stall rental. No one can stall a horse without shavings.				
CCRC	Shavings	\$7.50 per bag				
CCRC	RV/Camper Hook-up	\$25.00 per light				
CCRC	Vendor Hook-up	\$25.00 per day				
CCRC	Admission Fees - Non-County Event	10% of ticket sales for all non-County events.				
CCRC	Technology fee	\$50.00 Includes Wi-Fi, phone, copier, fax access				
CCRC	Returned check/credit card/eft fee	\$35.00				
Communications	CD: 911 Data	\$25.00				
Communications	911 Incident Report/911 Transcripts Central Permitting Fees:	\$1.00 per page Residential <u>Commercial</u>				
Community Development Community Development	New construction and additions	\$0.50 per sf				
Community Development	Alterations	\$0.50 per \$1 \$0.60 per \$1 \$0.25 per \$f \$0.30 per \$f				
Community Development	Cell Tower Evaluation	\$1,000 minimum; actual cost for more complex evaluation	ons			
Community Development	Decks	\$0.35 per sf \$0.50 per sf				
Community Development	Demolition	\$50 \$100				
Community Development	Detached Buildings	\$0.25 per sf \$0.35 per sf				8-6.1
Community Development	Fuel Pumps	N/A \$50 per pump				0-0.1

Community Development Community Development

Community Development Community Development

Land Use Plan

Fuel Tanks Above or Below Grade HVAC change out (includes all trade permits) Insulation (new) Insulation (alteration) Metal Carport, pre-manufactured Mobile Homes Modulars Trade Permits P M E G (New) Trade Permits P M E G (Alterations) Roofing (sheathing replacement) Roofing (shingles only) Solar array County, State, Federal, Non-profit Miscellaneous: Bulkhead, Pier, Dock, Boatlift CAMA Minor Permit Elevator (includes trade permits) Fire Alarm Fire Sprinklers Hot Tub (includes trade permits) Moving Permit Retaining wall Siding replacement >\$15,000 project cost Swimming Pool (flat fee includes trade permits) Signs (on premise) Signs (off premise) Temporary Office Tents and Membrane Structures Towers Window, Door replacement >\$15,000 project cost Wind Turbine Amusement rides, water slides Minimum permit fee Projects that do not fall within the categories above shall be figured on a cost of construction basis as follows: \$1-\$5,000 Over \$5,000 Inspection Division Fees: Re-inspection Working without a permit Private Schools/Davcare inspection ABC Inspections Commercial Exhaust Hoods Generators (includes trade permits) Change of Use (Includes new Certificate of Occupancy) Mandatory Fire Code Permits Commercial Pre-application Building Plan Review Fireworks - Pvrotechnics Express Permitting Fee (in addition to the regular permit fees) Emergency Electrical Service Repair Temporary Certificate of Occupancy (Per Tenant Space; Good for 30 Days) Technology Fee Permit Modifications to approved plans (Re-review) Home Occupations Planning Division Fees: Administrative Adjustment Clear-Cut Permit Sign Return Fee (Unlawfully placed signs) Site Plan - Major Site Plan - Minor Subdivision - Major Subdivision - Major - additional fee Subdivision - Minor Temporary Use Permit Zoning/Flood determination letter Board of Adjustment Fees: Appeal or Interpretation Variance Historic Preservation: Certificate of Appropriateness Application Fee Local Historic Landmark Application Fee Literature and Materials

N/A \$250 per tank \$50 \$100 \$75 \$125 \$30 \$50 Greater than 400 sq ft \$50 \$100 \$0.25 per sf N/A \$0.30 per sf \$0.40 per sf \$75 each \$125 each/per suite \$30 each \$75each/ per suite \$75.00 \$100 Greater than 15,000 sq ft \$50 \$75 \$50 base + \$0.20 per panel No fee No fee \$100.00 \$200 \$100.00 \$100 \$100.00 \$200 N/A \$100 \$50.00 \$100 \$100.00 \$150 \$0.20 per sf \$0.20 per sf \$50 each \$100 each > \$15,000 project \$50 \$75 \$100.00 \$250 N/A \$75 per sign N/A \$100 per sign N/A \$60 Greater than 800 sq ft \$100 \$200 per structure \$500 each > \$15,000 project \$50 \$75 \$200 each \$500 each N/A \$500 each ride \$50 \$100 \$50.00 \$100 \$10 per \$1,000 \$20 per \$1,000 \$75 per trip \$75 per trip Greater of \$50 or 25% of cost \$100 or 25% of cost N/A \$100 N/A \$100 N/A \$100 each \$100.00 \$200 \$100 \$100 \$100 \$250 \$25 N/A \$100 \$200 \$150 for each space \$1 per application \$1 per application \$25 \$50 \$50 NA \$200 \$200 \$50 \$50 \$25.00 \$25 N/A \$0.10/ square foot; \$400 minimum \$200 \$200 \$100 per lot/\$250 Amended Plat \$100 per lot/\$250 Amended Plat \$50 Conservation and Development Plan \$50 Conservation and Development Plan \$50 per lot \$50 per lot \$50 \$50 \$25 \$25 \$500 \$500 \$500 \$500 \$25 \$25 \$100 \$100

\$30 \$30

\$200 base + \$0.20 per panel

Community Development	Official Zoning Map (Copy)
Community Development	Small Area Plans or Technical Documents
Community Development	Unified Development Ordinance (UDO)
Community Development	Planning Board
Community Development Community Development	Conditional Rezoning
Community Development Community Development	Development Agreement Land Use Plan Amendment
Community Development	Planned Development
Community Development	Text Amendment
Community Development	Use Permit-or Amended Use Permit
Community Development	Zoning Map Amendment
Community Development	Public Copies - 1 sided
Community Development	Public Copies - 2 sided
Community Development	Public Copies color up the 8.5" X 14"
Community Development	Notary Fees
Community Development Community Development	Official County business Other
Community Development	Returned check/credit card/eft fee
	Note: Preliminary, amended preliminary, final and amended final plats will be assessed
Community Development	at \$33 per lot fee if the sketch plan was approved prior to March 3, 2003.
Community Development	Beach Parking User Permit - Seasonal/Non-resident
Community Development	Deach Dealth - Han Demait Second 1/Deailent Court Deac Country address
Community Development	Beach Parking User Permit - Seasonal/Resident Guest Pass - County address specific/not vehicle specific
	specific/not venicle specific
Community Development	Beach Parking User Permit - 10 Day
Community Development	Beach Parking User Permit - Currituck Property Owners and Residents
Community Development	Seasonal Pass with valid registration - 1 per vehicle
Community Development	Seasonal Guest Permit - Two for each house located in Off-road area in a
Community Development	verified rental program
	verned fond program
Community Development	Seasonal Guest Permit - Two for each owner occupied FULL-TIME residence
	located in the off-road area
Community Development	Outdoor Tour Operator License
Community Development	Technology fee
Cooperative Extension	Facility rental fees - rentals will also be charged NC sales tax in addition to the rental fee.
Cooperative Extension	Auditorium
Cooperative Extension	Auditorium set up day
Cooperative Extension	Conference Room
Cooperative Extension	Classrooms
Cooperative Extension	Custodian
Cooperative Extension	Public Copies - 1 sided
Cooperative Extension Cooperative Extension	Public Copies - 2 sided Public Copies color up the 8.5" X 14"
Cooperative Extension	Notary Fees
Cooperative Extension	Official County business
Cooperative Extension	Other
Cooperative Extension	Returned check/credit card/eft fee
Elections	Copies, color double sided
Elections	Copies, color single sided
Elections	Copies, standard letter or legal, per copy Diskette
Elections	Labels, per label
Elections	Print-out, per page
Engineering	Towers - Third-party structural review
EMS	Public Copies - 1 sided
EMS	Public Copies - 2 sided
EMS	Public Copies color up the 8.5" X 14"
EMS	Notary Fees
EMS EMS	Official County business Other
EMS	Other Returned check/credit card/eft fee
EMS	Stand-by events
ITS	CD1: GIS data CD
ITS	CD2: 2003, 2008, 2010 or 2012 Color Aerial Photography
ITS	Copies, GIS Data, Laser 11 x 17 black and white
ITS	Copies, GIS Data, Laser 11 x 17 color

\$10 \$20 \$40	\$20
\$200 + \$5/acre \$300 + \$5/acre	\$40 \$200 + \$5/acre \$300 + \$5/acre
\$500 \$300 + \$5/acre	\$500 \$300 + \$5/acre
\$300 \$300 \$200 + \$5/acre	\$300 \$200 + \$5/acre
\$0.10 \$0.15 \$0.25	\$ 0.15
No charge \$5 per document \$35.00	
	per season - 12:01 AM Friday before Memorial Day through 11:59 PM Labor Day
\$150.00	per season - 12:01 AM Friday before Memorial Day through 11:59 PM Labor Day
\$50.00	10 days from date of permit - Nonresident
No charge	
No charge	
No charge	
\$950.00 \$1 per permit	per vehicle \$1 per permit
\$100.00 \$50.00 \$20.00	11-4 business day prior to event per 2 hours per 2 hours
\$0.10 \$0.15	per hour - nights/weekends/holidays (4 hour minimum) per side
\$0.00 \$5.00 \$0.45 \$0.25 \$0.10 \$10.00	per document
\$0.01 \$0.05	Minimum \$.30 Minimum \$.25 Not to exceed \$2,000
\$0.25	per side
\$5.00 \$35.00 \$50.00 \$50.00	no charge per document hour per year requested

Copies, GIS Data, Laser 8 1/2 x 11 black and white Copies, GIS Data, Laser 8 1/2 x 11 color Copies, GIS Data, Laser 8 1/2 x 14 black and white Copies, GIS Data, Laser 8 1/2 x 14 color Copies, GIS Data, Plotter 20 x 24 up to 28 x 36 Copies, GIS Data, Plotter Greater than 28 x 36 to 36 x 42 Copies, GIS Data, Plotter Greater than 36 x 42 Copies, GIS Data, Plotter less than 20 x 24 Official Zoning Map CD3: 1995 Aerial Photography (black & white only) Street Naming/Name Changing (payable to U.S. Sign Co.) Books. Fines for Over dues Copies, standard letter or legal, per copy (black & white) Copies, standard letter or legal, per copy (color) Copies, 11 x 17 black 7 white Copies, 11 x 17 color Fax - Incoming Fax - Outgoing Mainland Sewer Broken clean-out repair Mainland Sewer Broken clean-out repair - Contractor/Developer Mainland Sewer Damaged clean outs/stub out piping - contractor/developer Mainland Sewer Excavator Mainland Sewer Labor Mainland Sewer Sewer pipe repair Mainland Sewer Developmental Fee - Sewer Mainland Sewer Developmental Fee - Sewer Mainland Sewer Sewer Utility Charge - Monthly Base Rate for all customers Mainland Sewer 2,000 gallons or less in addition to base rate per 1,000 gallons 5,000 gallons or less in addition to base rate per 1,000 gallons Mainland Sewer Mainland Sewer 10,000 gallons or less in addition to base rate per 1,000 gallons Mainland Sewer 15,000 gallons or less in addition to base rate per 1,000 gallons Mainland Sewer 20,000 gallons or less in addition to base rate per 1,000 gallons Mainland Sewer addition to base rate for all usage when monthly usage exceeds 20,000 gallons per 1,000 gallons Mainland Sewer Residential renter deposit Residential renter deposit (High Risk) Mainland Sewer Mainland Sewer Open/reopen/transfer account Mainland Sewer Reconnection fee Mainland Sewer Sewer Service Tampering Fee Mainland Water 3" Riser Mainland Water 6" Riser Mainland Water Backhoe per hour Mainland Water Bacteriological tests Mainland Water Check Valve Mainland Water Chloride tests Mainland Water Developmental Fee - Water Mainland Water Developmental Fee - Water 1.5" Mainland Water Developmental Fee - Water Developmental Fee - Water Mainland Water Mainland Water Developmental Fee - Water 3" Mainland Water Developmental Fee - Water - Centers of Worship Mainland Water Developmental Fee - Water - 6" or greater Fire Service Mainland Water Ditch Witch per hour Mainland Water ERT for Radio Read meter Mainland Water Excavator per hour Mainland Water Fire hydrant meter Mainland Water Fire hydrant meter - Deposit Mainland Water Fire hydrant meter setup fee Mainland Water High-risk deposit (owner or renter) Mainland Water Meter - Single family residential - new service or aged/worn out Mainland Water Meter - Commercial/Multi-family - new service or aged/worn out Mainland Water Water connection - contractor installs Mainland Water Water connection fee, 3/4 inch Mainland Water Water connection fee, 3/4 inch irrigation

Water connection fee, 3/4 inch fire service

Water connection fee, >3/4 inch irrigation

Water connection fee > 3/4 inch

Labor per man hour

Resider

Comme

3/4"

1"

2"

4"

6"

8"

10"

ITS

Library

Library

Library

Library

Library

Library

Library

Mainland Water Mainland Water

Mainland Water

Mainland Water

\$0.50 \$1.00 \$0.75 \$1.50 \$5.00 \$8.00 \$10.00 \$3.00 \$10.00 \$50.00 plus variable (Exception: Subdivisions created prior to \$75.00 4/2/89 & sign never installed) \$0.10 per day \$0.10 \$0.25 per side \$0.25 \$0.50 per side \$0.10 \$1.00 plus \$1.00 each additional page \$75.00 \$125.00 \$350.00 \$125.00 per hour \$60.00 per man hour Cost + 20% \$5,806 \$5,806 Per Equivalent Residential Unit of 360 gallons per day \$40.00 Effective 7/1/2021 \$0.00 Effective 7/1/2021 \$14.31 Effective 7/1/2021 \$17.49 Effective 7/1/2021 \$20.67 Effective 7/1/2021 \$23.85 Effective 7/1/2021 \$27.03 Effective 7/1/2021 \$150.00 \$200.00 3 months past usage with \$200 min \$25.00 \$50.00 \$75.00 Min \$75 plus cost of damages Actual cost + 20% Actual cost + 20% \$125.00 \$50.00 Actual cost + 20% \$20.00 \$4,279 \$10,697 \$21,395 \$34,231 \$68,463 \$106,973 \$213,946 \$342,313 \$513,470 \$3,000 \$6.000 \$125.00 Actual cost + 20% \$125.00 \$6,000.00 \$2,500.00 \$50.00 or three months' billing of previous usage, whichever is \$200.00 greater Included with connection fee County staff installations Paid by contractor Contractor installations No fee \$1,000.00 County staff installs connection \$1.000.00 \$1,000.00 Actual cost + 20% Actual cost + 20% County staff installs connection \$60.00

Mainland Water	Lid only		Actual cost + 20%	
Mainland Water	Lock		Actual cost + 20%	
Mainland Water	Meter - damaged/vandalized		Actual cost + 20%	
Mainland Water	Meter damage or tampering by contractor or developer			per occurrence
Mainland Water				
	Meter accessibility charge		\$35.00	
Mainland Water	Meter Box		Actual cost + 20%	
Mainland Water	Meter tampering fee - residential		\$125.00	
Mainland Water	Meter testing fee			If meter accurate
Mainland Water	Meter testing fee		No Charge	If more than 2.5% inaccurate
Mainland Water	Open/reopen/transfer account		\$25.00	1
Mainland Water	Pipe pressure/leakage retest		\$150.00	1
Mainland Water	Pipe pressure/leakage test		\$150.00	
Mainland Water	Reconnection fee (after cutoff for nonpayment)			8AM - 5PM
Mainland Water			\$150.0	
	Renter deposit			
Mainland Water	Reread meter - our reading correct		\$25.00	
Mainland Water	Reread meter - our reading incorrect		No Charge	
Mainland Water	Retrofit Meter		Actual cost + 20%	
Mainland Water	Returned check fee		\$35.00	1
Mainland Water	Road Bore		Actual cost + 20%	
Mainland Water	Special request meter reading		\$25.00	1
Mainland Water	Turn on/off fee, per occurrence		\$25.00	Normal working hours
Mainland Water	Turn on/off fee, per occurrence			After normal working hours
Mainland Water	Union half with nut		Actual cost + 20%	
Mainland Water				
	Water Charge Fire Service (sprinkler systems)		Same as all other water consumption charges	
Mainland Water	Water Charge Local Government/Board of Education		Same as all other water consumption charges	
Mainland Water	Base rate to all customers - monthly			Effective 7/1/2021
Mainland Water	2,000 gallons or less in addition to base rate per 1,000 gallons			Effective 7/1/2021
Mainland Water	5,000 gallons or less in addition to base rate per 1,000 gallons			Effective 7/1/2021
Mainland Water	10,000 gallons or less in addition to base rate per 1,000 gallons		\$5.69	Effective 7/1/2021
Mainland Water	15,000 gallons or less in addition to base rate per 1,000 gallons		\$6.73	Effective 7/1/2021
Mainland Water	20,000 gallons or less in addition to base rate per 1,000 gallons			Effective 7/1/2021
Mainland Water	addition to base rate for all usage when monthly usage exceeds 20,000 gallons per 1,000) gallons		Effective 7/1/2021
Mainland Water	Yoke	5 ganone	Actual cost + 20%	
Mainland Water	Yoke valve with meter nut		Actual cost + 20%	
Ocean Sands	Developmental Fees - Sewer	Resider	\$5,924	•
Ocean Sands	Developmental Fees - Sewer	Comme	\$5,924 per equivalent residential unit of 533	
			gallons per equivalent residential unit of 555	
0 0 1		2/48		
Ocean Sands	Developmental Fees - Water	3/4"	\$5,933	
Ocean Sands	Developmental Fees - Water	1"	\$14,834	
Ocean Sands	Developmental Fees - Water	1.5"	\$29,667	
Ocean Sands	Developmental Fees - Water	2"	\$47,467	
Ocean Sands	Developmental Fees - Water	3"	\$94,935	
Ocean Sands	Developmental Fees - Water	4"	\$148,336	
Ocean Sands	Developmental Fees - Water	6"	\$296,672	
Ocean Sands	Developmental Fees - Water	8"	\$474,675	
Ocean Sands	Developmental Fees - Water	10"	\$712,012	
		10	\$6,000	
Ocean Sands	Developmental Fee - Water - 6" Fire Service			
Ocean Sands	Excavator			Per Hour
Ocean Sands	Labor			Per Man Hour
Ocean Sands	Sewer Utility Charge Base Rate for all customers			Effective 7/1/2021
Ocean Sands	2,500 gallons or less in addition to base rate per 1,000 gallons			Effective 7/1/2021
Ocean Sands	5,000 gallons or less in addition to base rate per 1,000 gallons		\$9.32	Effective 7/1/2021
Ocean Sands	10,000 gallons or less in addition to base rate per 1,000 gallons		\$11.39	Effective 7/1/2021
Ocean Sands	15,000 gallons or less in addition to base rate per 1,000 gallons			Effective 7/1/2021
Ocean Sands	20,000 gallons or less in addition to base rate per 1,000 gallons			Effective 7/1/2021
Ocean Sands	addition to base rate for all usage when monthly usage exceeds 20,000 gallons per 1,000) gallons		Effective 7/1/2021
Ocean Sands	Sewer pipe repair	5 ganone	Cost + 20%	
Ocean Sands	Water Charge Monthly Base Rate for all customers		\$20.00	Effective 7/1/2021
Ocean Sands	· · · · · · · · · · · · · · · · · · ·			
	2,500 gallons or less in addition to base rate in addition to base rate per 1,000 gallons			Effective 7/1/2021
Ocean Sands	5,000 gallons or less in addition to base rate per 1,000 gallons			Effective 7/1/2021
Ocean Sands	10,000 gallons or less in addition to base rate per 1,000 gallons		\$5.69	Effective 7/1/2021
Ocean Sands	15,000 gallons or less in addition to base rate per 1,000 gallons		\$6.73	Effective 7/1/2021
Ocean Sands	20,000 gallons or less in addition to base rate per 1,000 gallons		\$7.76	Effective 7/1/2021
Ocean Sands	addition to base rate for all usage when monthly usage exceeds 20,000 gallons per 1,000) gallons		Effective 7/1/2021
Ocean Sands	Water connection - contractor installs	- Sanoni	No fee	
Ocean Sands	Water connection fee, 3/4 inch			County staff installs connection
Ocean Sands	Water connection fee, $> 3/4$ inch			County staff installs connection
Ocean Sands	Broken sewer clean out repair		\$75.00	
Ocean Sands	Damaged clean outs/stub out piping - contractor/developer		\$350.00	1
Parks & Rec	Knotts Island		\$200.00	per day

Parks & Rec	Maple Athletic Complex - Baseball/Softball Fields
Parks & Rec	Maple Athletic Complex - Soccer Fields
Parks & Rec	Maple Park
Parks & Rec	Maple Skate Park
Parks & Rec	Sound Park
Parks & Rec	Veteran's Memorial Park
Parks & Rec	Walnut Island Park
Parks & Rec	Adult Softball (men and women)
Parks & Rec	Youth Cheerleading
Parks & Rec	Youth Flag Football
Parks & Rec	Youth Soccer (Fall and Spring)
Parks & Rec	Youth Tackle Football
raiks & Rec	I outil Tackie Football
Dentes & Den	V
Parks & Rec	Youth T-Ball/Baseball/Softball
Parks & Rec	Youth/Junior Basketball
Parks & Rec	Tournament Admission Fees- Under 5
Parks & Rec	Tournament Admission Fees- Ages 6-12
Parks & Rec	Tournament Admission Fees-13 and up
Parks & Rec	Concessions
Parks & Rec	Field Fees - Soccer, Baseball/Softball, Tennis Courts
Parks & Rec	Field Fees - Soccer, Baseball/Softball, Tennis Courts
Parks & Rec	Field Set-up Fees - Baseball/Softball
Parks & Rec	Field Set-up Fees - Soccer
Parks & Rec	Park Picnic Shelter
Parks & Rec	Parks
Parks & Rec	Staff for Events (if required) - Park Attendant
Parks & Rec	Staff for Events (if required) - Park Superintendent
Parks & Rec	Staff for Events (if required) - Recreation Director
Parks & Rec	Staff for Events (if required) - Recreation Director
Register of Deeds	Birth or Death Amendments (preparation)
Register of Deeds	Birth or Death Amendments, NC Vital Records
Register of Deeds	Birth or Death Legitimations County
Register of Deeds	Birth or Death Legitimations State (via check)
Register of Deeds	Birth or Death Record, Certified Copy
Register of Deeds	Birth, Delayed Birth Applications
Register of Deeds	Copies, Certified 1st page
Register of Deeds	Copies, Uncertified
Register of Deeds	Copies, Uncertified Plats (11"x17")-per page
Register of Deeds	Copies, Uncertified Plats (11"x17")-per page VIA Mail or Fax
Register of Deeds	Copies, Uncertified Plats (11"x17")-per page VIA Mail or Fax Copies, Uncertified Plats (18"x24")-per page
Register of Deeds	Copies, Uncertified Plats (18"x24")-per page VIA Mail
Register of Deeds	Copies, Uncertified VIA Mail
Register of Deeds	Deeds of Trust and Mortgages
Register of Deeds	Deeds of Trust and Mortgages per page for pages over 35
Register of Deeds	Deeds of Trust and Mortgages Additional (multi-instrument)
Register of Deeds	Deeds of Trust and Mortgages Atdutional (Indu-Instrument)
Register of Deeds	Highway Maps 1st page
Register of Deeds	Highway Maps Additional Page(s)
Register of Deeds	
Register of Deeds	Highway Maps Certified Copy (per 1st page) Instrument, General
Register of Deeds	Instrument, General per page for pages over 15
Register of Deeds	Instrument, General Additional (multi-instrument)
Register of Deeds	Marriage License
Register of Deeds	Marriage License Certified Copy
Register of Deeds	Marriage License Corrections
Register of Deeds	Notary Fee - Official County Business
Register of Deeds	Notary Fee - Other than County Business
Register of Deeds	Notary Oath
Register of Deeds	Plats 1st page (GS 161-10)
Register of Deeds	Plats Additional Page(s)
Register of Deeds	Plats Certified Copy (per 1st page)
Register of Deeds	Plats Certified Copy - each additional page after first page
Register of Deeds	Uniform Commercial Code Fixture Filing Only 1-2 pages
Register of Deeds	Uniform Commercial Code Fixture Filing Only 3-10 pages
Register of Deeds	Uniform Commercial Code Fixture Filing Only over 10 pages
Register of Deeds	Excessive Recording Data - more than 20 distinct parties
Register of Deeds	Non-standard Fee
Soil Conservation	Soil surveys/publications
Sheriff	Peddler License initial fee
	Storing millin for

\$200.00	per field/per day
	per field/per day
\$300.00	
\$200.00	
\$500.00	
\$200.00 \$200.00	
	per team
	per child - Maximum of \$40.00 per family
	per child - Maximum of \$40.00 per family
\$20.00	per child - Maximum of \$40.00 per family
\$25.00	per child - No Maximum Fee
625.00	per child - \$35.00 (2 children) Maximum of \$50.00 for a
\$25.00	family of 3 or more per child - Maximum of \$40.00 per family
No Charge	per ennu - waximum of \$40.00 per family
\$3.00	
\$5.00	
Cost +100% to 300%	
\$25.00	1/2 data da caractérizada de 66 a consider en aleman en aleman
	1/2 day - does not include staff, security or clean-up charges
	daily - does not include staff, security or clean-up charges
\$20.00	per field - does not include staff, security or clean-up charges
	per field - does not include staff, security or clean-up charges
\$25.00	per 1/2 day/\$50 daily
\$18.00	per hour/per attendant
	per hour
	per hour
\$18.00	per hour
\$10.00	
	payable to N.C. Vital Records Section
\$10.00 \$10.00	
\$10.00	
\$20.00	
\$5.00	plus \$2.00 each page of document
\$0.25	
\$0.50	
\$1.00 \$2.00	
\$3.00	
\$1.00	
\$64.00	Minimum fee for pages 1-35
\$4.00	
\$10.00	
No charge	
\$21.00 \$5.00	
\$5.00	
	Minimum fee for pages 1-15
\$4.00	
\$10.00	
\$60.00	
\$10.00 \$10.00	
No charge	
	Per document
\$10.00	
\$21.00	
\$21.00	
\$5.00 \$2.00	
\$2.00 \$38.00	
\$38.00	
	plus \$2.00 each additional page over 10
	each name over 20 - G.S. 161-10(a)(1)
	G.S. 161-14(b)
No charge	
\$35.00	

Sheriff	Peddler License renewal fee		\$20.00
Sheriff	Noise permits		\$25.00
Sheriff	Adult Entertainment Business Permit - New		\$100.00
Sheriff	Adult Entertainment Business Permit - Renew		\$50.00
Sheriff	Copies; uncertified black & white		\$0.10 single side/\$0.15 duplex
Sheriff	Copies; uncertified color		\$0.25 per page
Sheriff	Copies; Certified		\$1.00
Sheriff	Copies; Certified - for official County business		No charge
Sheriff	CD - Detention Interviews		\$10.00
Sheriff	Entertainer's License - New		\$50.00
Sheriff Sheriff	Entertainer's License - Renew Fingerprint fee - Official County business		\$25.00 No charge
Sheriff	Fingerprint fee - other		\$5.00
Sheriff	Handgun Purchase Permit		\$5.00
Sheriff	Concealed Weapon Permit - New		\$90.00
Sheriff	Concealed Weapon Permit - Renew		\$80.00
Sheriff	Security Fee		\$60.00 P
Solid Waste	Availability Fee - All other areas (Convenience Sites)		\$231.00 P
Solid Waste	Availability Fee - Southern Outer Banks (Door-to-Door)		\$421.00 P
Solid Waste	Tipping Fee - County residences and businesses		\$90.00 P
Solid Waste	Tipping Fee - Out of County		\$100.00 P
S Outer Banks Water	3" Riser		Actual cost + 20%
S Outer Banks Water	6" Riser		Actual cost + 20%
S Outer Banks Water S Outer Banks Water	Backhoe per hour Excavator per hour		\$125.00 \$125.00
S Outer Banks Water	Bacteriological tests		\$50.00
S Outer Banks Water	Check Valve		Actual $\cos t + 20\%$
S Outer Banks Water	Chloride tests		\$20.00
S Outer Banks Water	Developmental Fees - Water	3/4"	\$7,281
S Outer Banks Water	Developmental Fees - Water	1"	\$18,202
S Outer Banks Water	Developmental Fees - Water	1.5"	\$36,404
S Outer Banks Water	Developmental Fees - Water	2"	\$58,247
S Outer Banks Water	Developmental Fees - Water	3"	\$116,493
S Outer Banks Water	Developmental Fees - Water	4"	\$182,020
S Outer Banks Water	Developmental Fees - Water	6"	\$364,041
S Outer Banks Water	Developmental Fees - Water	8"	\$582,465
S Outer Banks Water S Outer Banks Water	Developmental Fees - Water Developmental Fee - Water - 6" Fire Service	10"	\$873,698 \$6,000
S Outer Banks Water	Ditch Witch per hour		\$125.00
S Outer Banks Water	ERT for Radio Read meter		Actual $\cos t + 20\%$
S Outer Banks Water	Fire hydrant meter - Deposit		\$2,500.00
S Outer Banks Water	Fire hydrant meter setup fee		\$50.00
			01
S Outer Banks Water	High risk deposit (owner or renter)		\$200.00 g
S Outer Banks Water	Water connection - contractor installs		No fee
S Outer Banks Water	Water connection fee, 3/4 inch residential meter		\$1,000.00 C
S Outer Banks Water	Water connection fee $> 3/4$ inch		Actual cost + 20% C
S Outer Banks Water	Water connection fee, 3/4 inch fire service meter		\$1,000.00 C
S Outer Banks Water	Water connection fee, 3/4 inch irrigation meter		\$1,000.00 C
S Outer Banks Water S Outer Banks Water	Water connection fee > 3/4 inch irrigation meter Water developmental fee, Centers of Worship		Actual cost + 20% C \$3,000.00
S Outer Banks Water	Village of Ocean Hill Water connection fee, standard 3/4" meter, commercial	VOH	\$1,000.00
5 Outer Banks Water	Village of Ocean Hill Water connection fee, standard 3/4" meter, hotels/motels per two		\$1,000.00
S Outer Banks Water	rooms	VOH	\$1,000.00
S Outer Banks Water	Village of Ocean Hill Water connection fee, standard 3/4" meter, laundry	VOH	\$1,000.00 p
S Outer Banks Water	Village of Ocean Hill Water connection fee, standard 3/4" meter, multifamily	VOH	\$1,000.00 (0
S Outer Banks Water	Village of Ocean Hill Water connection fee, standard 3/4" meter, restaurants	VOH	\$1,000.00 p
S Outer Banks Water	Village of Ocean Hill Water connection fee, standard 3/4" meter, sewer	VOH	\$700.00
	Village of Ocean Hill Water connection fee, standard 3/4" meter, single family	VOH	
S Outer Banks Water	residential		\$1,000.00
S Outer Banks Water	Labor per man hour		\$60.00
S Outer Banks Water S Outer Banks Water	Lid only Lock		Actual cost + 20% Actual cost + 20%
S Outer Banks Water	Meter		Actual $\cos t + 20\%$ Actual $\cos t + 20\%$
S Outer Banks Water	Meter accessibility charge		\$35.00
S Outer Banks Water	Meter Box		Actual cost + 20%
S Outer Banks Water	Meter tampering fee - residential		\$125.00
S Outer Banks Water	Meter damage or tampering fee by contractor or developer		\$1,000.00
S Outer Banks Water	Meter testing fee		\$50.00 If
S Outer Banks Water	Meter testing fee		No Charge If
S Outer Banks Water	Open/reopen/transfer account		\$25.00
S Outer Banks Water	Pipe pressure/leakage retest		\$150.00
S Outer Banks Water	Pipe pressure/leakage test		\$150.00

\$25.00	
\$100.00	
\$50.00	
).15 duplex	
25 per page	
\$1.00	
No charge	
\$10.00	
\$50.00	
\$25.00	
No charge	
\$5.00	
\$5.00	
\$90.00	
\$80.00	
	Per Hour Per Deputy
\$231.00	Per property per year
\$421.00	Per property per year
	Per Ton
\$100.00	Per Ion
cost + 20%	
cost + 20%	
\$125.00	
\$125.00	
\$50.00	
cost + 20%	
\$20.00	
\$7,281	
\$18,202	
\$36,404	
\$58,247	
\$116,493	
\$182,020	
\$364,041	
\$582,465	
\$873,698	
\$6,000	
\$125.00	
cost + 20%	
\$2,500.00	
\$50.00	
	or three months' billing of previous usage, whichever is
\$200.00	greater
No fee	
	County staff installs connection
	County staff installs connection
\$1,000.00	County staff installs connection
	County staff installs connection
cost + 20%	County staff installs connection
\$3,000.00	
\$1,000.00	
\$1,000.00	
	per 3 machines
	(condos, cottage courts, apartments) Each habitable unit
	per 16 seats or fraction thereof
\$700.00	
\$1,000.00	
\$60.00	
cost + 20%	
cost + 20%	
cost + 20%	
\$35.00	
cost + 20%	
\$125.00	
\$1,000.00	
	If meter accurate
	If more than 2.5% inaccurate
\$25.00	

Attachment: FY2021 Fee Schedule - amended 7-13-21 (Master Fee Schedule-Amended)

S Outer Banks Water	Reconnection fee (after cutoff for nonpayment)	\$50.00 8AM - 5PM
S Outer Banks Water	Renter deposit	\$150.00
S Outer Banks Water	Reread meter - our reading correct	\$25.00
S Outer Banks Water	Reread meter - our reading incorrect	No Charge
S Outer Banks Water	Retrofit Meter	Actual cost + 20%
S Outer Banks Water	Returned check fee	\$35.00
S Outer Banks Water	Road Bore	Actual cost + 20%
S Outer Banks Water	Special request meter reading	\$25.00
S Outer Banks Water	Turn on/off fee, per occurrence	\$25.00 Normal working hours
S Outer Banks Water	Turn on/off fee, per occurrence	\$50.00 After normal working hours
S Outer Banks Water	Union half with nut	Actual cost $+$ 20%
S Outer Banks Water	Water Charge - Pine Island Base Rate	\$30.00 month
S Outer Banks Water	Water Charge - Pine Island per 1,000 gallons	\$4.50 per 1000 gal
S Outer Banks Water	Water Charge Monthly Base Rate for all customers	\$20.00 Effective 7/1/2021
S Outer Banks Water	2,500 gallons or less in addition to base rate in addition to base rate per 1,000 gallons	\$3.62 per 1000 gal./effective 7/1/2021
S Outer Banks Water	5,000 gallons or less in addition to base rate per 1,000 gallons	\$4.66 per 1000 gal./effective 7/1/2021
S Outer Banks Water	10,000 gallons or less in addition to base rate per 1,000 gallons	\$5.69 per 1000 gal./effective 7/1/2021
S Outer Banks Water	15,000 gallons or less in addition to base rate per 1,000 gallons	\$6.73 per 1000 gal./effective 7/1/2021
S Outer Banks Water	20,000 gallons or less in addition to base rate per 1,000 gallons	\$7.76 per 1000 gal./effective 7/1/2021
S Outer Banks Water	addition to base rate for all usage when monthly usage exceeds 20,000 gallons per 1,000 gallons	\$8.80 per 1000 gal./effective 7/1/2021
S Outer Banks Water	Yoke	Actual cost $\pm 20\%$
S Outer Banks Water	Yoke valve with meter nut	Actual cost + 20%
S Outer Banks Water	Pipe pressure/leakage retest	\$150.00
Sr. Center	Deposit, Rental of Senior Center Space (Refundable)	\$100.00
Sr. Center	Powells Point Bldg- Deposit	\$100.00 per event
Sr. Center	Powells Point Bldg- Rent	\$100.00 per event
Sr. Center	Fax - outgoing	\$1.00 first page \$1.00 each additional page
Sr. Center	Fax - Incoming	\$0.10
Sr. Center	Public Copies - 1 sided	\$0.10
Sr. Center	Public Copies - 2 sided	\$0.15
Sr. Center	Notary Fees	
Sr. Center	Official County business	\$0.00
Sr. Center	Other	\$5.00 per document
Sr. Center	Returned check/credit card/eft fee	\$35.00
Tax	Public Copies - 1 sided	\$0.10
Tax	Public Copies - 2 sided	\$0.15
Tax	Public Copies - Color (Up to 8.5" X 14")	\$0.25 per side
Tax	Public Copies - Color (11" x 17")	\$0.50 per side
Tax	Labels, per label	\$0.03 Minimum \$10.00
Tax	Aerial Tax Maps	\$8.00
Tax	Subdivision Tax Maps	\$3.00 per sheet
Tax	Street Atlas	\$8.00
Tax	Returned check/credit card/debit card/EFT/ACH fee	\$0.10 Payment for Taxes; Minimum \$25.00 G.S. 105-357(b)(2)
Tax	Returned check/credit card/debit card/EFT/ACH fee	\$35.00 All other than taxes
Tax	Property Record Card	\$0.50 each
Tourism	Kansas City BBQ Contest Registration	\$300.00 per team - includes RV hookup fee
Tourism	Event sponsorships	TBD per event
Tourism	Currituck Bulls & BBQ - Rodeo admission - Ages 13+	\$15 Adv/\$20 Day of Event
Tourism	Currituck Bulls & BBQ - Rodeo admission - Ages 6-12	\$10 Adv/\$15 Day of Event
Tourism	Currituck Bulls & BBQ - Rodeo admission - Ages 0-5	No Charge
Tourism	Currituck Bulls & BBQ - Rodeo admission - Family (2 Adult/2 Under 12)	\$45.00 Advance sales only
Tourism	Currituck Bulls & BBQ - Rodeo admission - BBQ Participants	No Charge
Tourism	Legacy Tours Whalehead Ages 0-5	No charge
Tourism	Legacy Tours Whalehead Ages 6-12	\$5.00
Tourism	Legacy Tours Whalehead Ages 13-54	\$7.00
Tourism	Legacy Tours Whalehead Ages 55+	\$5.00
Tourism	Legacy Tours Whalehead Active Military	\$5.00
Tourism	Legacy Tours Wounded Warrior	No charge
Tourism	Legacy Tours Whalehead Group Student	\$3.00 Coordinator/Bus Driver No charge
Tourism	Legacy Tours Whalehead Group Adult	\$5.00 Coordinator/Bus Driver No charge
Tourism	Legacy Tours Whalehead	\$0.00 VIP tickets to encourage tourism (valid 1/1/20 - 12/31/21)
Tourism	Specialty Tours	TBD Based on type of Tour and Resources involved
Tourism	Corolla Cork & Craft	\$15.00 Event entry and tour of Whalehead Club
Tourism	Legacy Tour with purchase of Corolla Cork & Craft admission	No Charge Included with event
	Events requiring tent rentals or other structures on grounds mu	ust be rented for the day before, day of and day after event.
		0770.00
Tourism	Grounds Rental - Primary Site (N Lawn/S Lawn/Point)	\$750.00
Tourism	Grounds Rental - Secondary Site	\$400.00

Tourism

Grounds Rental - Picnic Shelter

Tourism	Grounds Rental - Gazebo	\$150.00
Tourism	Grounds Rental - Side Porch	\$50.00
Tourism	Grounds Refundable Security Deposit	\$750.00
Tourism	Picnic Shelter Refundable Security Deposit	\$25.00
Tourism	Golf Cart Rental per 8 hours	\$300.00 each per day
Tourism	Tourism and Whalehead \$0.00 - \$6.99 our cost retail merchandise	Cost + 100%
Tourism	Tourism and Whalehead \$7.00 - \$10.99 our cost retail merchandise	Cost + 50%
Tourism	Tourism and Whalehead \$11.00 - \$19.99 our cost retail merchandise	Cost + 35%
Tourism	Tourism and Whalehead \$20.00 & up our cost retail merchandise	Cost + 25%
Tourism	Under the Oaks Jury Fee for artists	\$40.00
Tourism	Under the Oaks Booth Fee	\$150.00
	Vendor Booth Fee	
Tourism		No Charge - Currituck County Property Owner
Tourism	Vendor Booth Fee	\$25 - Out of County Resident/Business
Tourism	Historic Corolla Park Usage- unlimited usage with the exception of stated hours	\$400.00 per month for June, July & August
Tourism	Historic Corolla Park Usage- unlimited usage with the exception of stated hours	\$250.00 per month January - May and September - December
Tourism	Historic Corolla Park Usage- for businesses needing the Park 1 day a week or less	\$50.00 per day for all months
All Departments	CD/DVD Disk Copy	\$2.00
All Departments	Copies - 8.5 X 11 1-Sided Black & White	\$0.10 Per page
All Departments	Copies - 8.5 X 11 2-Sided Black & White	\$0.15 Per Page
All Departments	Copies - 8.5 X 11 1-Sided Color	\$0.25 Per Page
All Departments	Copies - 8.5 X 11 2-Sided Color	\$0.45 Per Page
All Departments	Fax - Incoming	\$0.10
All Departments	Fax - outgoing	\$1.00 first page \$1.00 each additional page
All Departments	Notary Fees	No charge Official County Business
All Departments	Notary Fees	\$5.00 Other than County Business
All Departments	Returned Check Fee	\$35.00 Onet that County Busiless
All Departments	USB/Flash Drive	\$5.00
An Departments		00.00
NOTES:		
Occupancy Tax and Sales Taxes wil	ll be charged if applicable.	
	3/4" irrigation meter \$1,000 and 1" irrigation meter \$1,300 are available to any	
All Water Systems	customer with an existing paid tap.	
	Water Charge: Commercial master meter accts charged at above rates per unit served.	
Mainland Water	Hotels and motels: Four rooms equal one commercial master meter billing unit.	
	Movable agricultural buildings occupied for farm purposes shall be exempt from fees	
Inspections	prescribed above.	
	*Alterations include work within existing structures and upgrading existing service do	
	not include additions, new construction, providing power to structures not previously	
Inspections	having power, or new service to existing buildings.	
	Preliminary, amended preliminary, final, and amended final plats will be assessed a	
Planning	\$33.00 per lot fee if the sketch plan was approved prior to March 3, 2003.	
Revised this 2nd of August, 2021.		
_ /		
Michael II, Dec. (1.1	_	
Michael H. Payment, Chairman		

Attest:

Leeann Walton, Clerk to the Board

Attachment: FY2021 Fee Schedule - amended 7-13-21 (Master Fee Schedule-Amended)

Packet Pg. 115



July 19, 2021 Minutes – Regular Meeting of the Board of Commissioners

4:00 PM CALL TO ORDER

The Currituck County Board of Commissioners held a regular meeting at 4:00 PM in the Board Meeting Room of the Historic Courthouse, 153 Courthouse Road, Currituck, North Carolina.

The meeting was called to order by County Manager, Ben Stikeleather, due to the absence of both the Board Chair and Vice-Chair. Mr. Stikeleather asked for nominees for selection of a temporary Chair to lead the meeting. Commissioner McCord nominated Bob White to serve as temporary Chair and Commissioner Mary Etheridge seconded the motion. The motion carried, 5-0.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Kevin E. McCord, Commissioner
SECONDER:	Mary "Kitty" Etheridge, Commissioner
AYES:	J. Owen Etheridge, Commissioner, Mary "Kitty" Etheridge, Commissioner, Selina S.
	Jarvis, Commissioner, Kevin E. McCord, Commissioner, Bob White, Chairman
ABSENT:	Michael H. Payment, Chairman, Paul M. Beaumont, Vice Chairman

Attendee Name	Title	Status	Arrived
Michael H. Payment		Absent	
Paul M. Beaumont		Absent	
J. Owen Etheridge	Commissioner	Present	
Mary "Kitty" Etheridge	Commissioner	Present	
Selina S. Jarvis	Commissioner	Present	
Kevin E. McCord	Commissioner	Present	
Bob White	Chairman	Present	

Commissioner White thanked Board members and accepted the role of Chairman.

A) Invocation & Pledge of Allegiance

Sheriff Matt Beickert, who was in attendance at the meeting, offered the Invocation and led the Pledge of Allegiance.

B) Approval of Agenda

Commissioner McCord moved for approval of the agenda. Commissioner Jarvis seconded the motion. The motion carried, 5-0, and the agenda was approved.

Approved agenda:

4:00 PM Call to Order

A) Invocation & Pledge of Allegiance

B) Approval of Agenda

Public Comment

Please limit comments to matters other than those appearing on this agenda as a PublicHearing. Public comments are limited to 3 minutes.

Commissioner's

<u>Report</u>

County Manager's

Report

County Attorney's

<u>Report</u>

Administrative

<u>Reports</u>

- A) Sheriff's Office Presentation of Advanced Certificates
- B) Resolutions Honoring Deputy Caleb Edwards and Firefighter Keith Storf
- C) Departmental Update-Currituck County Librarian, Laura Salmons
- D) Trillium Health Resources Annual Report-Bland Baker, Northern Regional Director

Public Hearings

- A) PB 20-12 Carolina Club Homeowner's Association: Request to amend the Currituck County Unified Development Ordinance, Chapter 4. Use Standards, to allow shared parking of major recreational equipment as an accessory use in major subdivisions approved and recorded prior to January 1, 2013.
- B) PB 21-10 Currituck County Text Amendment: Request to amend the Currituck County Unified Development Ordinance, Chapter 2. Administration, Chapter 6. Subdivision and Infrastructure Standards, and Chapter 10. Definitions and Measurement to allow family subdivisions on parent parcels 12 acres in area or larger without the required connection on

existing NCDOT maintained street.

New Business

- A) Consideration and Action on An Ordinance of the Currituck County Board of Commissioners Amending Chapter 2, Article III, Division 10 Historic Preservation Commission of the Currituck County Code of Ordinances to Conform With Chapter 160D of the General Statutes of North Carolina and to Make Technical Corrections
- B) Consideration and Action on Resolution of the Currituck County Board of Commissioners Accepting American Rescue Plan Act Funds
- C) Consideration and Approval of Resolution of the Currituck County Board of Commissioners Authorizing Design-Build Construction Delivery Method for the Expansion of the Mainland and Southern Outer Banks Water System Water Treatment Plants
- D) Consideration and Approval of Resolution of the Currituck County Board of Commissioners Authorizing Design-Build Construction Delivery Method for the Construction of a Public Works Facility
- E) Consideration and Action on Ground Lease Between Currituck County and Mike Hockett for Location of a Hanger at Currituck Regional Airport
- F) Board Appointments
 - 1. ABC Board
 - 2. Animal Services and Control Advisory
 - 3. Board of Adjustment

G) Consent Agenda

- 1. Budget Amendments
- 2. Surplus Resolution-EMS Stretcher
- 3. Consideration and Action on Disaster Related Debris Removal Agreement Between North Carolina Department of Transportation and Currituck County
- 4. Approval Of Minutes-June
 - 21, 2021 Minutes

<u>Adjourn</u>

Special Meeting-Tourism Development Authority

Consideration of Grant Recommendations for Tourism Event Assistance

Adjourn Special Meeting

PUBLIC COMMENT

Please limit comments to matters other than those appearing on this agenda as a Public Hearing. Public comments are limited to 3 minutes.

Chairman White opened the Public Comment period.

Keith Storf, Crawford Township Volunteer Fire Department (VFD), and Crawford Township VFD Chief, Ryland Poyner, provided a report on the department's recent ISO inspection performed by the North Carolina Department of Insurance. The department received a rating of 4.98, up from a 5.98 in 2006. Mr. Storf and Chief Poyner thanked the Board, County Manager, local fire departments, and volunteer fire members for their assistance and support that helped Crawford Township VFD achieve the improved ISO rating.

No others were signed up nor wished to speak and the Public Comment period was closed.

COMMISSIONER'S REPORT

Commissioner Jarvis thanked Board members for approving her request to attend the National Association of Counties (NACo) Annual Conference in Prince George's County, Maryland, and presented an overview of some of the information sessions she and Commissioner Mary Etheridge, who also attended, participated in.

Commissioner Mary Etheridge serves on the Department of Social Services Board and congratulated the County's Department of Social Services staff after a Child Welfare Unit audit conducted by the State of North Carolina noted no findings and funds received were being properly utilized. She provided an overview of exhibits found in the Maritime Museum in Corolla and the amenities at Shingle Landing Park in Moyock after two ribbon cuttings celebrated the opening of both locations. She attended a Business After Hours event at the H2OBX water park and noted how nice the facility is. She recognized how fortunate Currituck County is after discussing the impacts and struggles with other county representatives at the NACo Annual Conference.

Commissioner J. Owen Etheridge noted the exceptional service provided by the Emergency Medical Services crew in Moyock and thanked them for their professionalism when they responded for a personal medical emergency. He spoke of a recent accident on Tulls Creek Road involving a piece of farm equipment and asked staff to draft a letter to the North Carolina Department of Transportation requesting signage be installed alerting drivers to the presence of farm equipment on secondary roads. He thanked Chairman Payment and staff who attended a meeting with North Carolina Department of Environmental Quality representatives to help facilitate a resolution to sewer issues in the Eagle Creek community in Moyock. He also reported his attendance at the Maritime Museum and Shingle Landing Park ribbon cuttings and suggested school children visit the Maritime Museum to learn about the history and traditions in Currituck County.

Commissioner McCord reported on his own medical emergency and thanked all who sent him well wishes. He reported on the success of the Independence Day Celebration and fireworks display held in Corolla. He reported on the ribbon cutting at Shingle Landing Park and is working with the County Manager to install basketball courts after receiving several calls from residents. He noted the beauty of the Maritime Museum and acknowledged the efforts of Maritime Museum Manager, Chandler Sawyer, and Tameron Kugler, Travel and Tourism Director. He announced an upcoming ribbon cutting for the county's new Public Safety Center and encouraged people to be careful on the roadways due to the increased traffic.

Chairman White discussed the Maritime Museum and said Historic Corolla Park is the right location to help tell the story of our history in Currituck County. He encouraged citizens to visit.

COUNTY MANAGER'S REPORT

County Manager, Ben Stikeleather, noted very positive visitation numbers at the Maritime Museum for its first two days of being open and recognized Assistant County Engineer, Michelle Perry, Construction Manager for the museum, Videographer Alex Perry, and Tourism staff for their efforts. He discussed the amenities available at the new Shingle Landing Park and encouraged citizens to visit. He announced this year may be the best year for tourism in the county. He said the county is in the process of closing out the prior fiscal year budget and reported on an upcoming joint meeting of the Board of Commissioners and Board of Education to discuss school capital projects and future planning. Mr. Stikeleather announced Eileen Wirth, Project Coordinator, would retire at the end of July after a lengthy career with the county.

COUNTY ATTORNEY'S REPORT

County Attorney, Ike McRee, updated Commissioners on the cases reviewed at a recent Administrative Session of the Court. He reported the case involving RF London had been removed from the court calendar and was rescheduled for September 13, 2021. He noted partial dismissals of some of the claims against the county in Corolla Civic Association v. Currituck County. Dropped were the Board of Commissioners and former County Manager Dan Scanlon in his official capacity as defendants, and state constitutional claims. He said he believes mediation will take place next. Summary judgment motion hearings are scheduled for November. He reported the closing on a lot recently sold by the county on Uncle Graham Road was complete and said an August closing is scheduled for the new school site located on Tulls Creek Road, following completion of the due diligence period.

ADMINISTRATIVE REPORTS

A. Sheriff's Office Presentation of Advanced Certificates

Currituck County Sheriff Matt Beickert attended the meeting to recognize Sergeant William Daniel Davis and Detective Joseph Ryan. Both were honored for earning their Advanced Law Enforcement Certificates and were presented with framed copies following a reading of the certificate by Sheriff Beickert.

B. Resolutions Honoring Deputy Caleb Edwards and Firefighter Keith Storf

Commissioner McCord recognized Deputy Caleb Edwards and Firefighter Keith Storf who assisted in the rescue of two individuals from an active fire at the Finnerty residence. Commissioner McCord described the event and the actions of Deputy Edwards and Firefighter Storf to bring the residents out of the home and each were presented with a framed copy of a Resolution of the Board of Commissioners acknowledging those efforts. Mrs. Finnerty and her daughter, who were in the home, were present at the meeting and it was sadly noted that the gentleman rescued from the home was on hospice at the time and had since passed away.

Following the Board of Commissioner presentation, Firefighter Storf recalled a full account of the incident and recognized both Deputy Edwards and neighbor, Gary Johnson, and presented each with a Lifesaving Award for their bravery and for bringing the residents out of the home to safety.

Commissioner White acknowledged all of the men and women who serve and protect the citizens of the county and thanked them for their efforts. A recess was called at 4:41 PM to allow audience members to exit the Board Room. The meeting reconvened at 4:48 PM.

C. Departmental Update-Currituck County Librarian, Laura Salmons

Laura Salmons, Librarian, and Assistant Director of East Albemarle Library System, provided an update on the County's library operations, services and programs. Ms. Salmons began with an overview on the library system's response to the Covid-19 pandemic and described modifications that allowed library staff to continue to serve the community, including implementation of a curbside service that resulted in 10,500 curbside transactions. Staff training opportunities were described, and a partnership with the Senior Center provided library services and deliveries to take place along Meals on Wheels delivery routes. Ms. Salmons discussed messaging and public outreach regarding the reopening of library facilities to the public and statistical data noted significant increases in the use of many of the services and programs offered. Ms. Salmons thanked the Board of Commissioners for their support, and when asked, confirmed that meeting rooms are being transitioned back for public use.

D. Trillium Health Resources Annual Report-Bland Baker, Northern Regional Director

Bland Baker, Trillium Health Services Regional Director, used a powerpoint and presented an overview of operations over the past year. He announced Bladen County has requested to join Trillium Health Services, which currently consists of 26 counties and served 58,000 people last year. Mr. Baker provided a budget review and discussed the Medicaid Transformation standard and tailored plans and the individuals that would be served by each. Covid-19 impacts, along with program and service modifications that allowed for a quicker response to the needs of citizens were presented. Service statistics for Currituck County were reviewed and noted a combined 1,069 consumers were served related to mental health or intellectual and developmental disabilities. He announced a Safe Schools/Healthy Kids program award contest went to Shawboro Elementary School, who received a \$5,000 award. Mr. Baker responded to questions from Board members and discussed the use of Mobile Crisis Units.

10.D.5.1

PUBLIC HEARINGS

A. PB 20-12 Carolina Club Homeowner's Association:

From: Planning Staff

Date: June 23, 2021

Subject: PB 20-12 Carolina Club HOA – Shared Parking of Recreational Equipment (Revised)

Request

The proposed text amendment submitted by Ansley Miller, agent for the Carolina Club Homeowner's Association, is to provide language and establish a process for a homeowner's association to allocate an area for shared parking of major recreational equipment. The amendment targets major subdivisions recorded prior to January 1, 2013.

Background

Most residential subdivisions created prior to January 1, 2013, do not have areas in the development for shared parking or storage of major recreational equipment. Property owners in these developments may rent space at a nearby self-storage facility or park the equipment at the residence if permitted by the restrictive covenants.

The Unified Development Ordinance, Section 6.1.3.E. requires shared storage and temporary parking of recreational equipment for developments containing 20 or more lots with an average lot size of less than 20,000 square feet. The parking area is shown on the preliminary plat and is part of the subdivision. It is not typical for residential development not subject to Section 6.1.3.E. to provide shared parking area(s) within the development.

Staff Commentary

With residential subdivisions, the developer dedicates area on the final plat as open space. The dedicated area is transferred to the homeowner's association and the association maintains and controls the common area. Required open space is allocated for passive or active recreational uses, public facilities, conservation areas, farming, or forested lands. The final plat provides clarity and assurances that the open space will be used for these activities. When a developer records a subdivision and sells lots referencing the plat, the purchaser or owner has expectations, assurances, and rights that development will occur as depicted on the plat. A property owner may find an increased value to a particular lot because of the surrounding land uses such as open space. This does not mean final plats cannot be changed. By agreement of the property owners and compliance with county regulations, the dedications and land use allocations may be changed.

Some properties may be owned by a homeowner's association, listed as future development, and not allocated or dedicated as open space on a recorded plat. These lands may be internal and centrally located in a subdivision or along the perimeter of a subdivision. When the lands are located along the perimeter of the subdivision but not a part of the residential subdivision may occur with outdoor storage or parking of recreational equipment.

Initially, the applicant proposed a zoning permit process for the new accessory use. After the May 11, 2021 Planning Board meeting and in response to the staff concerns with an administrative process,

the applicant modified the request to require a (special) use permit for the new accessory use. The (special) use permit will allow adjacent property owners the opportunity to present evidence during a quasi-judicial hearing. For a new major residential subdivision, input by the adjacent owners is factored into the public process. Establishing a process similar to the major subdivision review could better evaluate the location and activities associated with the shared parking, including but not limited to noise, size of area dedicated to shared parking, surrounding land uses, access, aesthetics, lighting, stormwater, and other similar impacts typical of equipment parking and storage.

When shared parking is provided in a new subdivision it is planned at the onset and can become an amenity to the property owners in a development. The maintenance of these areas is extremely important to adjoining properties.

Designated outdoor storage areas are not permitted in required open space (2013 UDO Chapter 7, Section 7.1.3.B). The text amendment should also consider explicitly:

- 1. Not allowing shared parking and storage of major recreational equipment to be included in required open space; or,
- 2. Allowing shared parking and storage of major recreational equipment to be included in required open space.

Text Amendment Review Standards

The advisability of amending the text of the UDO is a matter committed to the legislative discretion of the Board of Commissioners and is not controlled by any one factor. In determining whether to adopt or deny the proposed text amendment, the Board of Commissioners may weigh the relevance of and consider whether and the extent to which the proposed text amendment:

- 1. Is consistent with the goals, objectives, and policies of the Land Use Plan and other applicable county-adopted plans;
- 2. Is not in conflict with any provision of this Ordinance or the County Code of Ordinances;
- 3. Is required by changed conditions;
- 4. Addresses a demonstrated community need;
- 5. Is consistent with the purpose and intent of the zoning districts in this Ordinance, or would improve compatibility among uses and ensure efficient development within the county;
- 6. Would result in a logical and orderly development pattern; and
- 7. Would not result in significantly adverse impacts on the natural environment, including but not limited to water, air, noise, stormwater management, wildlife, vegetation, wetlands, and the natural functioning of the environment.

Staff Recommendation

The staff recommendation on the proposed text amendment involves the director concluding whether the application complies with the applicable review standards (Text Amendment Review Standards). The proposed amendment does not appear to be inconsistent to goals, objectives, and policies in the 2006 Land Use Plan. A quasi-judicial review of the proposed use, adjacent land uses, and evaluation of recorded and established developments will provide assurances the proposed text amendment will protect and maintain high quality aesthetic standards for development (UDO General Purpose and Intent). The request is in keeping with the 2013 UDO requiring a residential development with smaller lots (less than 20,000 square feet) to provide a central location for shared parking and storage in the boundaries of the development.

Staff recommends approval of the request provided the use of open space is clarified. The proposed text amendment provides a quasi-judicial review process that will evaluate the location, design, operations of the shared parking to determine compatibility with the surrounding land uses.

Planning Board Recommendation

On June 8, 2021, the Planning Board recommended approval of the requested text amendment with staff's suggested change to include an amendment to Chapter 7 requiring shared parking and storage of major recreational equipment to <u>not</u> be counted as required open space.

<u>Motion</u>

Mr. Owens moved to approve PB 20-12 Carolina Club HOA and recommended the request include an amendment to Chapter 7, Section 7.1.3 requiring shared parking and storage of major recreational equipment <u>shall not</u> be counted as required open space because the request is consistent with the 2006 Land Use Plan Vision Statement and Land Use and Development Goals #10. And the request is in keeping with provisions of the Unified Development Ordnance and the County Code of Ordinances; results in a logical and orderly development pattern; and establishes an evidentiary process that will evaluate the location, design, and operations of the shared parking to determine compatibility with the surrounding land uses. Mr. Doll seconded the motion and the motion carried unanimously 5-0.



Carolina Club Homeowner's Association requests an amendment to the Unified Development Ordinance, Chapter 4. Use Standards to allow shared parking of major recreational equipment as an accessory use in major subdivisions approved and recorded prior to January 1, 2013.

BE IT ORDAINED by the Board of Commissioners of the County of Currituck, North Carolina that the Unified Development Ordinance of the County of Currituck be amended as follows:

Item 1: That Chapter 4 is amended by adding the underlined language and renumbering/lettering accordingly:

4.3.2 General Standards and Limitations

Table of Common Accessory Uses

Table 4.3.2.E, Table of Common Accessory Uses, specifies common types of accessory use and the zoning district where each type may be permitted.

TABLE 4.3.2.E: TABLE OF COMMON ACCESSORY USES P = Permitted by-right Z= Zoning Compliance Permit U = Special Use Permit MP = Allowed with master plan blank cell = Prohibited																	
		ZONING DISTRICT								REQ. .)							
Accessory Use Type	RC	AG	SFM	SFO	SFR	SFI	MXR	GB	LB	ပ္ပ	VC	-	Ξ	PD-R	PD-M	PD-O	Additional (4.3.
<u>Shared Parking of Major</u> <u>Recreational Equipment in</u> <u>Major Subdivisions</u>		<u>U</u>	<u>U</u>			<u>U</u>											<u>3.X.</u>

X. Shared Parking of Major Recreational Equipment in Major Subdivisions

- <u>Subdivisions subject to the procedures of Section 2.4.8. Subdivision, shall</u> <u>meet the requirements of Section 6.1.3.E., Recreational Equipment</u> <u>Storage, and shall not be subject to the standards of this section.</u>
- <u>Shared parking of major recreational equipment shall comply with the</u> <u>following standards:</u>
 - The accessory use shall be located in an existing residential major subdivision approved and recorded prior to January 1, 2013.
 - <u>The property used for shared parking of major recreational</u> <u>equipment shall:</u>
 - Be owned by the homeowner's association or property owner's association and shall be located within the subdivision for which the association has control; and,

Not be located in required open space.

- <u>The shared parking area shall be screened with a Type D buffer</u> <u>along all property lines in accordance with Section 5.2.7.,</u> <u>Screening.</u>
- Equipment parked or stored shall not be connected to electricity, water, gas, or sewer facilities.
- At no time shall the equipment be used for housekeeping purposes.
- All equipment stored in the facility shall be owned by property owners in the subdivision for which the parking area is provided.
- All equipment shall be kept in good repair and carry the current year's license and/or registration.
- <u>Vehicular use area shall comply with Section 5.1.4., Configuration</u> of Vehicular Use Area.
- Parking spaces shall be a minimum of 12' x 40' with adequate drive aisles. No parking or storage shall occur in the drive aisles.

Item 2: Staff suggested Statement of Consistency:

The requested zoning text amendment is consistent with the following 2006 LUP statement and goal:

- Vision Statement to ensure the proposed activities will provide an aesthetically pleasing environment.
- Land Use and Development Goal 10 to properly distribute development forms in accordance with the suitability of land, infrastructure available and the compatibility of surrounding land uses.

The text amendment will result in a logical and orderly development pattern and does establish a mechanism (special use permit) to review the location, design, operations of the shared parking to determine compatibility with the surrounding land uses.

Item 3: The provisions of this Ordinance are severable and if any of its provisions or any sentence, clause, or paragraph or the application thereof to any person or circumstance shall be held unconstitutional or violative of the Laws of the State of North Carolina by any court of competent jurisdiction, the decision of such court shall not affect or impair any of the remaining provisions which can be given effect without the invalid provision or application.

Item 4:	This ordinance amendment shall be in effect from and after the	day of
	, 2021.	

Assistant Planning Director, Donna Voliva, reviewed the application to allow major subdivisions established prior to January 1, 2013, to create a storage area for major recreational vehicles and equipment. Language revisions, accessory use tables, and buffer requirements were discussed. Current requirements in the Unified Development Ordinance (UDO) were presented and maps were displayed on the overhead to show storage areas existing in other subdivisions. Ms. Voliva responded to questions posed by Commissioners related to lot sizes for storage and she said she has been working with Homeowners Association (HOA) President, Darryl Hood, to develop language that would address impacts related to size, noise, traffic, maintenance, aesthetics and stormwater. Zoning considerations, definitions, and consistency statements were reviewed. Planning Board recommended approval with the condition that parking and storage shall not be counted as required open space. Staff recommends approval with the consideration of the use of open space and Ms. Voliva responded to questions related to definitions, storage parcel locations, open space and residency requirements.

Darryl Hood, Carolina Club HOA President, addressed the Board. He thanked the county staff and Planning Board for their assistance and the Board for considering the application. Mr. Hood responded to Board questions and reviewed the location, size, and intended use of one acre of the lot to house approximately forty vehicles. Uses on adjoining lots were reviewed.

Chairman White opened the public hearing. No one was signed up nor wished to speak and the Public Hearing was closed.

Commissioners and staff had a brief discussion of stormwater requirements on the storage area. Discussion concluded and Commissioner Jarvis moved to approve PB 20-12: Carolina Club HOA and recommended the request include an amendment to

Chapter 7, Section 7.1.3, requiring shared parking and storage of major recreational equipment shall not be counted as required open space, and that language be changed from "owners" to "current residents".

The request is consistent with the 2006 Land Use Plan Vision Statement and Land Use and Development Goals #10. And, the request: Is in keeping with provisions of the UDO and the County Code of Ordinances; results in a logical and orderly development pattern; and establishes an evidentiary process that will evaluate the location, design, and operations of the shared parking to determine compatibility with the surrounding land uses.

Commissioner J. Owen Etheridge seconded the motion. The motion carried, 5-0.

RESULT:	MOTION PASSED-ITEM APPROVED [UNANIMOUS]
MOVER:	Selina S. Jarvis, Commissioner
SECONDER:	J. Owen Etheridge, Commissioner
AYES:	J. Owen Etheridge, Commissioner, Mary "Kitty" Etheridge, Commissioner,
	Selina S. Jarvis, Commissioner, Kevin E. McCord, Commissioner, Bob White,
	Chairman
ABSENT:	Michael H. Payment, Chairman, Paul M. Beaumont, Vice Chairman

- B. PB 21-10 Currituck County Text Amendment: Request to amend the Currituck County Unified Development Ordinance, Chapter 2. Administration, Chapter 6. Subdivision and Infrastructure Standards, and Chapter 10. Definitions and Measurement to allow family subdivisions on parent parcels 12 acres in area or larger without the required connection to an existing NCDOT maintained street.
- To: Board of Commissioners

From: Planning Staff

Date: REVISED June 30, 2021

Subject: PB 21-10 Currituck County Text Amendment Family Subdivisions

Request

The proposed text amendment initiated by the Board of Commissioners will allow family subdivisions on parent parcels 12 acres in area or larger without the required connection to an existing NCDOT maintained street or a street that meets NCDOT standards. Resultant family subdivision lots shall be three acres in area minimum and are exempt from the current UDO requirement that private access streets shall not serve more than five lots. The current UDO language will not allow extension of a private access street serving more than five lots.

Text Amendment Review Standards

The advisability of amending the text of the UDO is a matter committed to the legislative discretion of the Board of Commissioners and is not controlled by any one factor. In determining whether to adopt or deny the proposed text amendment, the Board of Commissioners may weigh the relevance of and consider whether and the extent to which the proposed text amendment:

1. Is consistent with the goals, objectives, and policies of the Land Use Plan and other applicable county-adopted plans;

- 2. Is not in conflict with any provision of this Ordinance or the County Code of Ordinances;
- 3. Is required by changed conditions;
- 4. Addresses a demonstrated community need;
- 5. Is consistent with the purpose and intent of the zoning districts in this Ordinance, or would improve compatibility among uses and ensure efficient development within the county;
- 6. Would result in a logical and orderly development pattern; and
- 7. Would not result in significantly adverse impacts on the natural environment, including but not limited to water, air, noise, stormwater management, wildlife, vegetation, wetlands, and the natural functioning of the environment.

Land Use Plan Policies

The following 2006 Land Use Plan Policies are relevant to this proposed text amendment.

<u>POLICY TR8</u>: Local streets shall be designed and built to allow for convenient CIRCULATION WITHIN AND BETWEEN NEIGHBORHOODS and to encourage mobility by pedestrians and bicyclists. Care shall be taken to encourage local street "connectivity" without creating opportunities for cut-through traffic from outside the connected areas.

<u>POLICY TR12</u>: New residential developments shall provide for the installation of PAVED PUBLIC ROADWAY AND DRAINAGE INFRASTRUCTURE at the time of development. This policy is intended to prevent the creation of substandard developments that must later correct for infrastructure problems that could have been avoided, had they been installed properly from the beginning. Family subdivisions and non-asphalt roads serving the northern beaches are the only exceptions to this policy.

Staff Recommendation

Staff recommends that the Board carefully consider impacts of this text amendment on all property owners. Owners of property along existing private access streets currently have assurance that development that accesses the street will be limited unless the street is improved to NCDOT standards.

The UDO states that the purpose of subdivision regulations is to promote health, safety, convenience, order, prosperity, and welfare of present and future residents of the county and subdivision and infrastructure standards are established to maintain conditions essential to the public's health, safety, and general welfare.

Road maintenance is important and necessary for access, safety, and emergency response. Relaxing standards for family subdivisions may detrimentally impact existing roads and property owners along those roads. This ordinance may create situations where roads are further deteriorated due to the creation of additional lots on substandard roads. Staff is concerned with allowing unlimited lots along a private access street. This text amendment leaves the potential for an unlimited number of lots dependent on access from a private access street. The current limitation for private access streets is 5 lots.

Staff recommends a process for existing owners of a private access street and those with the legal right to access a private street the ability to provide consent for further subdivision along the street. The proposed language includes a requirement for consent by owners of existing private streets.

Staff recommends that family subdivision lots created subject to these regulations shall not be further divided into family subdivision lots, the proposed language includes this prohibition.

Staff suggests including language on the recorded plat that the family subdivision is for the purpose of keeping the land within the family and not for the purpose of short-term investment or circumvention of the UDO.

Staff recommends approval of the request and suggests the following Statement of Consistency: The requested zoning text amendment is consistent with the goals, objectives and policies of the 2006 Land Use Plan including:

<u>Policy TR12</u>: New residential developments shall provide for the installation of PAVED PUBLIC ROADWAY AND DRAINAGE INFRASTRUCTURE at the time of development. This policy is intended to prevent the creation of substandard developments that must later correct for infrastructure problems that could have been avoided, had they been installed properly from the beginning. Family subdivisions and non-asphalt roads serving the northern beaches are the only exceptions to this policy.

The request is reasonable and in the public interest because:

It allows family subdivisions to create larger parcels with relaxed access standards for the purpose of keeping the land within the family.

Planning Board Recommendation

On June 8, 2021, the Planning Board recommended <u>denial</u> of the requested text amendment with a 3-2 vote.

<u>Motion</u>

Mr. Doll moved to recommend denial of PB 21-10 because the request is not consistent with the 2006 Land Use Plan: Land Use and Development Goal #10 to properly distribute development forms in accordance with the suitability of land, infrastructure available, and the compatibility of surrounding land uses. And the text amendment may not result in a logical and orderly development pattern because extension of sub-standard private access streets for family subdivision purposes may detrimentally impact existing property owners along the streets. Chairman Ballance seconded the motion and the motion carried 3-2 with Mr. Owens and Mr. Bass voting nay.



Amendment to the Unified Development Ordinance, Chapter 2. Administration, Chapter 6. Subdivision and Infrastructure Standards, and Chapter 10. Definitions and Measurement.

BE IT ORDAINED by the Board of Commissioners of the County of Currituck, North Carolina that the Unified Development Ordinance of the County of Currituck be amended as follows:

Item 1: That Chapter 2 is amended by adding the following underlined language and renumbering accordingly:

2.4.8.	Subdivision	
D.	Minor Subdivision	
(1)	Procedure	

(a) **Pre-Application Conference** Not applicable. Communication: Minutes for July 19, 2021 (Approval Of Minutes-July 19, 2021)

Not Applicable.

(c) Application Submittal and Acceptance

(i) Applicable (see Section 2.3.4). Applications shall include a final plat prepared in accordance with the standards in Section 2.4.8.E.5.b, Final Plat Review Standards.

(ii) Applications <u>and plats</u> for a family subdivision shall include an attestation that the purpose for the subdivision is solely for the conveyance of lots to family members, and that conveyance of a lot in a family subdivision to a non-family member is a violation of this Ordinance.

(d) Staff Review and Action

Applicable (see Section 2.3.5). The Planning Director shall decide an application for a minor subdivision in accordance with Section 2.3.5.D, Applications Subject to Decision by Planning Director or Technical Review Committee, and Section 2.4.8.D.2, Minor Subdivision Review Standards.

(e) **Public Hearing Scheduling and Public Notification** Not applicable.

(f) Public Hearing Procedures

Not applicable.

- (g) Advisory Body Review and Recommendation
- Not applicable.
- (h) Decision-Making Body Review and Decision
- Not applicable.

Minor Subdivision Review Standards

(a) General Standards

A minor subdivision shall be approved on a finding that:

(i) It complies with all applicable standards in Chapter 6: Subdivision and Infrastructure Standards, the standards for a final plat in Section 2.4.8.E.5.B; and all other applicable standards in this Ordinance; (ii) It complies with the dimensional standards of Chapter 3 (except as allowed in Section 2.4.8.D.2.B.IV);

(iii) It will result in no more than three lots created from the parent parcel or tract (including the residual parcel or tract of less than ten acres in area), as it existed on April 2, 1989 (except as allowed in Section 2.4.8.D.2.B, Additional Standards for Family Subdivisions, or as allowed in Section 2.4.8.D.2.C., Additional Standards for Nonresidential Minor Subdivisions);

(iv) It does not front an existing NCDOT-maintained public street (except for Family Subdivisions, and Non-residential Minor Subdivisions);

(2)

(vi) There is no public right-of-way dedication;

(vii) It does not create a private access street serving more than two lots unless it is a family subdivision;

(viii) Any private access street created shall connect to an existing NCDOT-maintained public street (except as allowed in Section 2.4.8.D.2.B.IV) and shall comply with Section 6.2.1.B.1 Private Access Street Standards; and,

(ix) It does not require significant infrastructure improvements. For the purpose of this section significant infrastructure includes, but is not limited to: a road installed to NCDOT standards, fire hydrant, and/or a fire pond.

(b) Additional Standards for Family Subdivisions

Family subdivisions shall follow the review procedure for minor subdivisions and shall comply with the general standards in (a) above as well as the following:

(i) Lots shall be conveyed solely to family members within two degrees of kinship (e.g., child, grandchild). A maximum of one lot shall be conveyed to the individual family member, including family subdivisions on different parent parcels.

(ii) No more than five lots are created from the parent parcel or tract (including the residual parcel or tract of less than ten acres in area) as it existed ten years prior to application submittal.

(iii) Ingress and egress to a lot shall not be from a major arterial street.

(iv) Private access streets created shall connect to an NCDOT-maintained public street and shall not serve more than five lots <u>except for lots that meet</u> <u>the following standards:</u>

(A) <u>The parent parcel or tract shall be a minimum of 12 acres in area.</u>
 (B) <u>Lots created shall be a minimum of 3 acres in area in all zoning districts with a minimum lot width of 125 feet.</u>
 (C) <u>Existing and new streets shall be improved in accordance with Section 6.2.1.B.1. from an NCDOT maintained public street to the lots created.</u>

July	19,	2021

(D)	A certification by an NC licensed engineer shall
be required on the recorded plat indicating that	t the existing and new streets meet North Carolina
State Fire Code.	
(E)	All owners of existing private streets shall
consent to the family subdivision application.	
(F)	An agreement specifying ownership and
responsibility for the maintenance of existing and	d new streets shall be recorded prior to approval of
<u>the plat.</u>	
(G)	The plat shall state that lots created shall not be
further divided into family subdivision lots.	
	(v) Principal uses shall be limited to single-family

(v) Principal uses shall be limited to single-family detached dwellings and customary accessory uses.

Item 2: That Chapter 6 is amended by adding the following underlined language:	
6.2.1. Street Standards	

Ε.	Applicability
	Unless exempted in accordance with Section 6.2.1.B, Exemptions, the street standards shall apply to all streets serving three or more lots.
F.	Exemptions
(1)	Private Access Streets
	 (a) A street within a family subdivision or serving a subdivision of two or fewer lots are exempted from the standards in this section, provided they are configured in accordance with Figure 6.2.1.B, Private Access Street Standards, and Section 6.2.1.€D.4, Connection with State Streets, except as permitted in Section 2.4.8.D.2.B.IV. (b) One private access street is allowed per parent parcel as it existed on April 2, 1989, except as permitted in Section 2.4.8.D.2.B.IV. (c) All subdivision plats served by private access streets shall bear the following notation: "Private access streets do not meet the NCDOT's minimum standards for the assumption of maintenance. Currituck County does not construct or maintain streets. Further subdivision of any lot shown on this plat may be prohibited by the Currituck County UDO unless the private access street is improved consistent with minimum NCDOT standards."
G.	Street Design Standards
	Streets in development subject to these standards shall comply with the following:
(4)	Connection with State Streets
	Provide direct access to an improved street that meets NCDOT design and construction standards or one that has been accepted for maintenance by NCDOT, to the maximum extent practicable.

Η.

Minimum Street Width

All streets in a subdivision subject to these standards shall comply with the minimum street width standards in Table 6.2.1.D, Minimum Street Width Standards.

TABLE 6.2.1.D: MINIMUM STREET WIDTH STANDARDS								
		Local	Street	Collecto	or Street	NCDOT	NCDOT	
Subdivision Type	Minimum odivision Type Right of Way Width (feet)		Minimum Shoulder Width (feet)	Minimum Pavement Width (feet)	Minimum Shoulder Width (feet)	Design Standards Applicable?	Construction Standards Applicable?	
Family Subdivision	24	20	2	N/A	N/A	No	No	
Residential Subdivision	See NCDOT :	See NCDOT Subdivision Roads Minimum Construction Yes Yes						
Nonresidential Subdivision		Standards Manual Yes Yes						
Conservation Subdivision	30	20 [1]	N/A	N/A	N/A	No	Yes	
Planned Unit and Planned Development [2]	30	20 [1]	N/A	N/A	N/A	No	Yes	

NOTES:

[1] See Section 6.2.1.G for one-way street pavement width requirements

[2] Streets in Planned Developments shall be installed in accordance with the approved master plan and the

requirements of this section.

6.2.3 Utility Standards

l. –	Water Supply Standards
(1)	Water Supply System Required
	 (a) Every principal use and every buildable lot in a subdivision shall be serviced by a means of water supply that is adequate to accommodate the reasonable needs of such use or lot and that complies with all applicable health regulations. (b) All buildable lots within a planned unit development, planned development, or multi-family development shall be connected and serviced by the county water supply system. (c) Except for family subdivisions, lots in the Fruitville and Moyock-Gibbs Woods Townships, and lots located in the Agriculture (AG) zoning district, all new subdivisions and nonresidential development shall be connected and serviced by the county water supply.
Item 3	 B: That Chapter 10 is amended by adding the following underlined language: 10.3.3 Lots

(8)

Lot Types (see Figure 10.3.3.A.7, Lot Types)

(5) Family Subdivision Lot

A lot created through the family subdivision process (see Section 2.4.8).

J.

General Lot Requirements

(2) Family Subdivision Lots

(a) Family subdivision lots shall maintain a minimum lot area of 40,000 square feet, regardless of the minimum requirements for the zoning district (except <u>as permitted in</u> <u>Section 2.4.8.D.2.B.IV or</u> in the SFR district, where district requirements apply).

(b) Family subdivision lots are not required to front onto a public or private street.

10.3 Definitions

STREET, PRIVATE ACCESS

A street subject to the requirements of Section 6.2.1.B.1, Private Access Streets, that serves a family subdivision or a maximum of two lots.

SUBDIVISION, FAMILY

A subdivision where single-family lots may only be conveyed to family members within two degrees of kinship (e.g., child, grandchild).

Item 4: Staff suggested Statement of Consistency and Reasonableness:

Item 5: The provisions of this Ordinance are severable and if any of its provisions or any sentence, clause, or paragraph or the application thereof to any person or circumstance shall be held unconstitutional or violative of the Laws of the State of North Carolina by any court of competent jurisdiction, the decision of such court shall not affect or impair any of the remaining provisions which can be given effect without the invalid provision or application.

Item 6: This ordinance amendment shall be in effect from and after the _____ day of , 2021.

Planner, Jennie Turner, reviewed the text amendment request with the Board of Commissioners. She began with an explanation of the differences between minor and family subdivisions and reviewed the provisions included in the new language for family subdivisions. Ms. Turner responded to questions during presentation related to new and existing street maintenance requirements, driveways, reset dates for parent parcels, access and easements. County Attorney, Ike McRee, responded to questions pertaining to the use of easements, potential remedies for existing homeowners utilizing an easement, and remedies for the sale of property to a non-family member.

Ms. Turner presented text amendment review standards, consistency statements and supporting policies. Staff recommended approval with the language as presented. The Planning Board recommended denial of the text amendment.

Chairman White opened the Public Hearing. No one was signed up nor wished to speak and the Public Hearing was closed.

Board discussion around access points and potential issues for residents living along non-maintained roads resulted in Commissioner Jarvis moving to table the item. Commissioner Mary Etheridge seconded the motion. Commissioner Jarvis modified her motion and set a date of August 2, 2021, to bring the item back for consideration. The motion passed, 4-1, with Commissioner McCord opposed.

A recess was called at 6:33 PM by Chairman White. The meeting reconvened at 6:40 PM.

RESULT:	TABLED [4 TO 1]	Next: 8/2/2021 6:00 PM
MOVER:	Selina S. Jarvis, Commissioner	
SECONDER:	Mary "Kitty" Etheridge, Commissioner	
AYES:	J. Owen Etheridge, Commissioner, Mary "Kitty" Eth	neridge, Commissioner,
	Selina S. Jarvis, Commissioner, Bob White, Chairn	nan
NAYS:	Kevin E. McCord, Commissioner	
ABSENT:	Michael H. Payment, Chairman, Paul M. Beaumon	t, Vice Chairman

NEW BUSINESS

A. Consideration and Action on An Ordinance of the Currituck County Board of Commissioners Amending Chapter 2, Article III, Division 10 Historic Preservation Commission of the Currituck County Code of Ordinances to Conform With Chapter 160D of the General Statutes of North Carolina and to Make Technical Corrections

Prior to consideration of the amendment to the Historic Preservation Ordinance, Commissioner Mary Etheridge announced she has been working with the County with regard to an historic home that is owned by her daughter. County Attorney, Ike McRee, determined no conflict of interest with her consideration of the ordinance. Mr. McRee reviewed technical corrections and the changes necessary for the County's Historic Preservation Ordinance to conform with North Carolina 160D amendments to the General Statutes. He explained the Ordinance could not pass because the full Board was not present, but it could be adopted by a simple majority at the second reading.

Commissioner J. Owen Etheridge requested language be added that will require Historic Preservation Commission members to sign a document agreeing to adhere to the Code of Ethics established for Board members. He moved to approve with amended language and Commissioner McCord seconded the motion. The motion carried, 5-0.

RESULT:	ORDINANCE PASSED FIRST READING [UNANIMOUS] Next: 8/2/2021 6:00
	PM
MOVER:	J. Owen Etheridge, Commissioner
SECONDER:	Kevin E. McCord, Commissioner
AYES:	J. Owen Etheridge, Commissioner, Mary "Kitty" Etheridge, Commissioner,
	Selina S. Jarvis, Commissioner, Kevin E. McCord, Commissioner, Bob White,
	Chairman
ABSENT:	Michael H. Payment, Chairman, Paul M. Beaumont, Vice Chairman

B. Consideration and Action on Resolution of the Currituck County Board of Commissioners Accepting American Rescue Plan Act Funds

Ben Stikeleather, County Manager, reviewed the Resolution to accept the funds received by the County from the American Rescue Plan Act. He reviewed the types of uses that are permitted through the act.

Commissioner Mary Etheridge moved for approval. Commissioner Jarvis seconded the motion. The motion carried, 5-0.

RESOLUTION OF THE CURRITUCK COUNTY BOARD OF COMMISSIONERS ACCEPTING AMERICAN RESCUE PLAN ACT FUNDS

WHEREAS, Currituck County is eligible for funding from the Coronavirus State and Local Fiscal Recovery Funds of H.R. 1319 American Rescue Plan Act of 2021, ("CSLRF"); and

WHEREAS, the North Carolina General Assembly will provide for the distribution of funds to eligible North Carolina counties; and

WHEREAS, before receiving a payment, a county's board of commissioners is required to formally accept the CSLRF funds; and

WHEREAS, revenue received under the CSLRF must only be spent for purposes authorized by the CSLRF, applicable regulations and state law; and

WHEREAS, revenue received under the CSLRF must be accounted for in a separate fund and not co-mingled with other revenue for accounting purposes; and

WHEREAS, the Currituck county must comply with all applicable budgeting, accounting, contracting, reporting, and other compliance requirements for receipt and expenditure of CSLRF funds.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners for Currituck County, North Carolina as follows:

Section 1. The Currituck County hereby requests, and will accept, CSLRF funding to be distributed by the State of North Carolina.

Section 2. Currituck County affirms that the CSLRF revenue will be used only for the purposes set forth in the CSLRF, and in U.S. Treasury guidance in 31 CFR, Part 35, any applicable regulations, and state law.

Section 3. Currituck County will comply with procedures created by the North Carolina General Assembly and the U.S. Treasury Department to receive funds under the act.

with all applicable federal and state budgeting, accounting, contracting, reporting, and other compliance requirements for CSLRF funds. Section 5. The Board of Commissioners designates and directs the County

Section 5. The Board of Commissioners designates and directs the County Manager and Finance Officer to take all actions necessary on behalf of the Board to receive the CSLRF funds.

Section 6. This resolution shall be effective upon its adoption. ADOPTED, the 19th day of July, 2021.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Mary "Kitty" Etheridge, Commissioner
SECONDER:	Selina S. Jarvis, Commissioner
AYES:	J. Owen Etheridge, Commissioner, Mary "Kitty" Etheridge, Commissioner,
	Selina S. Jarvis, Commissioner, Kevin E. McCord, Commissioner, Bob White,
	Chairman
ABSENT:	Michael H. Payment, Chairman, Paul M. Beaumont, Vice Chairman

C. Consideration and Approval of Resolution of the Currituck County Board of Commissioners Authorizing Design-Build Construction Delivery Method for the Expansion of the Mainland and Southern Outer Banks Water System Water Treatment Plants

Ben Stikeleather, County Manager, reviewed the Resolution authorizing the Design-Build construction method for future expansions at the Mainland Water Plant and the Southern Outer Banks Water Plant.

Commissioner McCord moved for approval. Chairman White seconded the motion. The motion carried, 5-0.

RESOLUTION OF THE CURRITUCK COUNTY BOARD OF COMMISSIONERS AUTHORIZING DESIGN-BUILD CONSTRUCTION DELIVERY METHOD FOR THE EXPANSION OF THE MAINLAND AND SOUTHERN OUTER BANKS WATER SYSTEM WATER TREATMENT PLANTS

WHEREAS, pursuant to N.C. Gen. Stat. §143A-128.1A, a county may utilize the design-build delivery method for construction contracts; and,

WHEREAS, to utilize the design-build delivery method, the county must establish written criteria to determining the circumstances under which the design-build method is appropriate for a project; and,

WHEREAS, the criteria proposed and its application to the expansion of the Mainland Water Treatment Plant and the Southern Outer Banks Water System ("SOBWS") Water Treatment Plant is:

Criteria 1 - The extent to which the County can adequately and thoroughly define the project requirements prior to the issuance of the request for qualifications for a *design-builder*. Through the Engineering, Utilities, and Legal departments, the County has professional personnel with the experience and qualifications needed to thoroughly define the project requirements prior to issuance of a Request for Qualifications for design-builders.

Criteria 2 - *The time constraints for the delivery of the project.* Potable drinking water demands are increasing on the Currituck mainland and Outer Banks. Expansion of the water treatment plants will ensure an adequate supply of potable water to county water system customers. The Board of Commissioners has resolved that this project should be completed in the most time-effective and efficient manner available. The design-build delivery method will allow for the project to be completed expeditiously.

Criteria 3 - *The ability to ensure that a quality project can be delivered*. Within the Engineering Department and Utilities Department, the County has adequate professional and experienced personnel to ensure that the design-build firm will provide a quality project within budget constraints established by the Board.

Criteria 4 - The capability of the County to manage and oversee the project, including the availability of experienced staff or outside consultants who are experienced with the design-build method of project delivery. Within the Engineering, Utilities, and Legal departments, the County has professional and experienced personnel that are knowledgeable of design-build projects.

Criteria 5 - A good-faith effort to comply with N.C. Gen. Stat. §143-128.2, N.C. Gen. Stat. §143-128.4, and to recruit and select small business entities. The County complies with N.C. Gen. Stat. §143- 128.2 and N.C. Gen. Stat. §143- 128.4. The County will require contractors to comply with the HUB goals set by the Board of Commissioners.

Criteria 6 - The criteria utilized by the County, including a comparison of the costs and benefits of using the design-build delivery method for a given project in lieu of the other delivery methods identified. The design-build delivery method provides a one team approach, which leads to lower costs and shorter project timeline. Project time constraints and process efficiency make the design-build option more appealing than the traditional construction delivery methods.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners for Currituck County, North Carolina that the criteria set forth in this resolution is adopted and it is determined that the design-build delivery method is approved for utilization on the expansion of the Mainland and SOBWS Water Treatment Plants. Further, this Resolution shall be effective on and after the 19th day of July 2021.

ADOPTED the 19th day of July, 2021.

APPROVED [UNANIMOUS]
Kevin E. McCord, Commissioner
Bob White, Chairman
J. Owen Etheridge, Commissioner, Mary "Kitty" Etheridge, Commissioner,
Selina S. Jarvis, Commissioner, Kevin E. McCord, Commissioner, Bob White,
Chairman
Michael H. Payment, Chairman, Paul M. Beaumont, Vice Chairman

D. Consideration and Approval of Resolution of the Currituck County Board of Commissioners Authorizing Design-Build Construction Delivery Method for the Construction of a Public Works Facility

Ben Stikeleather, County Manager, reviewed the Resolution to authorize the Design-Build construction method for a new Public Works facility to be located near the County airport. He said the building would consist mainly of warehouse space with some office space.

Commissioner J. Owen Etheridge moved for approval. Commissioner McCord seconded the motion. The motion carried, 5-0.

RESOLUTION OF THE CURRITUCK COUNTY BOARD OF COMMISSIONERS AUTHORIZING DESIGN-BUILD CONSTRUCTION DELIVERY METHOD FOR THE CONSTRUCTION OF A PUBLIC WORKS FACILITY

WHEREAS, pursuant to N.C. Gen. Stat. §143A-128.1A, a county may utilize the design-build delivery method for construction contracts; and,

WHEREAS, to utilize the design-build delivery method, county must establish written criteria to determine the circumstances under which the design-build method is appropriate for a project; and,

WHEREAS, the criteria proposed and its application to the construction of a Public Works facility is:

Criteria 1 - The extent to which the County can adequately and thoroughly define the project requirements prior to the issuance of the request for qualifications for a design-builder. Through the Engineering, Public Works, and Legal departments, the County has professional personnel with the experience and qualifications needed to thoroughly define the project requirements prior to issuance of a Request for Qualifications for design-builders.

Criteria 2 - *The time constraints for the delivery of the project*. The Public Works department lacks office, storage, and warehouse space which hampers the departments' ability to fulfill its daily responsibilities. The Board of Commissioners has resolved that this project should be completed in the most time-effective and efficient manner available. The design-build delivery method will allow for the project to be completed expeditiously.

Criteria 3 - *The ability to ensure that a quality project can be delivered*. Within the Engineering Department and Public Works Department, the County has adequate professional and experienced personnel to ensure that the design-build firm will provide a quality project within budget constraints established by the Board.

Criteria 4 - The capability of the County to manage and oversee the project, including the availability of experienced staff or outside consultants who are experienced with the design-build method of project delivery. Within the Engineering, Public Works, and Legal departments, the County has professional and experienced personnel that are knowledgeable of design-build projects.

Criteria 5 - A good-faith effort to comply with N.C. Gen. Stat. §143-128.2, N.C. Gen. Stat. §143-128.4, and to recruit and select small business entities. The County complies with N.C. Gen. Stat. §143- 128.2 and N.C. Gen. Stat. §143-128.4. The County will require contractors to comply with the HUB goals set by the Board of Commissioners.

Criteria 6 - The criteria utilized by the County, including a comparison of the costs and benefits of using the design-build delivery method for a given project in lieu of the other delivery methods identified. The design-build delivery method provides a one team approach, which leads to lower costs and shorter project timeline. Project time constraints and process efficiency make the design-build option more appealing than the traditional construction delivery methods.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners for Currituck County, North Carolina that the written criteria set forth in this resolution is adopted and it is determined that the design-build delivery method is approved for utilization for the construction of a Public Works facility. Further, this Resolution shall be effective on and after the 19th day of July 2021.

ADOPTED the 19th day of July, 2021.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	J. Owen Etheridge, Commissioner
SECONDER:	Kevin E. McCord, Commissioner
AYES:	J. Owen Etheridge, Commissioner, Mary "Kitty" Etheridge, Commissioner,
	Selina S. Jarvis, Commissioner, Kevin E. McCord, Commissioner, Bob White,
	Chairman
ABSENT:	Michael H. Payment, Chairman, Paul M. Beaumont, Vice Chairman

E. Consideration and Action on Ground Lease Between Currituck County and Mike Hockett for Location of a Hanger at Currituck Regional Airport

Ike McRee, County Attorney, reviewed a leasing document to allow construction of a hangar on County property located at the Currituck County Regional Airport. He reviewed the lease terms and the benefits to the County pertaining to tax revenue and fuel sales were presented. Commissioner J. Owen Etheridge moved for approval. Commissioner Mary Etheridge seconded the motion. The motion carried, 5-0.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	J. Owen Etheridge, Commissioner
SECONDER:	Mary "Kitty" Etheridge, Commissioner
AYES:	J. Owen Etheridge, Commissioner, Mary "Kitty" Etheridge, Commissioner,
	Selina S. Jarvis, Commissioner, Kevin E. McCord, Commissioner, Bob White,
	Chairman
ABSENT:	Michael H. Payment, Chairman, Paul M. Beaumont, Vice Chairman

F) Board Appointments

1. ABC Board

Commissioner Mary Etheridge nominated Chris Bell to serve on the ABC Board. Commissioner Jarvis seconded the motion. The motion carried and the nominee was approved, 5-0.

APPROVED [UNANIMOUS]
Mary "Kitty" Etheridge, Commissioner
Selina S. Jarvis, Commissioner
J. Owen Etheridge, Commissioner, Mary "Kitty" Etheridge, Commissioner,
Selina S. Jarvis, Commissioner, Kevin E. McCord, Commissioner, Bob
White, Chairman
Michael H. Payment, Chairman, Paul M. Beaumont, Vice Chairman

2. Animal Services and Control Advisory

Commissioner Mary Etheridge nominated Nancy VanClief and Laura Hill for reappointment to the Animal Services and Control Advisory Board. Chairman White seconded the motion. The motion carried, 5-0.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Mary "Kitty" Etheridge, Commissioner
SECONDER:	Bob White, Chairman
AYES:	J. Owen Etheridge, Commissioner, Mary "Kitty" Etheridge, Commissioner,
	Selina S. Jarvis, Commissioner, Kevin E. McCord, Commissioner, Bob
	White, Chairman
ABSENT:	Michael H. Payment, Chairman, Paul M. Beaumont, Vice Chairman
_	

3. Board of Adjustment

Chairman Payment intended to submit a nominee to serve on the Board of Adjustment. In his absence, acting Chairman White made a motion to continue the appointment to August 2, 2021, Board of Commissioners meeting. The motion to continue was seconded by Commissioner McCord and the motion carried, 5-0.

RESULT:	CONTINUED [UNANIMOUS]	Next: 8/2/2021 6:00 PM
MOVER:	Bob White, Chairman	
SECONDER:	Kevin E. McCord, Commissioner	
AYES:	J. Owen Etheridge, Commissioner, Mary "Kitt	y" Etheridge, Commissioner,
	Selina S. Jarvis, Commissioner, Kevin E. McC	Cord, Commissioner, Bob
	White, Chairman	
ABSENT:	Michael H. Payment, Chairman, Paul M. Beau	umont, Vice Chairman

G) Consent Agenda

Commissioner Jarvis moved for approval of the Consent Agenda. The motion was seconded by Commissioner Mary Etheridge. The motion carried, 5-0, and the Consent Agenda was approved.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Selina S. Jarvis, Commissioner
SECONDER:	Mary "Kitty" Etheridge, Commissioner
AYES:	J. Owen Etheridge, Commissioner, Mary "Kitty" Etheridge, Commissioner,
	Selina S. Jarvis, Commissioner, Kevin E. McCord, Commissioner, Bob White,
	Chairman
ABSENT:	Michael H. Payment, Chairman, Paul M. Beaumont, Vice Chairman

1. Budget Amendments

				Debit		Credit
Account Number		Account Description		se Revenue or se Expense		e Revenue or ase Expense
		Account Description	increa		Decrea	
14460-545000		Contracted Services	\$	34,000		
14390-499900		Appropriated Fund Balance			\$	34,000
			\$	34,000	\$	34,000
Explanation:	FY FY	rova Beach Roads (14460) - To 2021 to cover an additional \$1, 2022 and for additional mainte	380 neede	d for scheduled ro e district to cover	pad mainte power line	enance for
	be	come exposed due to excessiv	e rain and t	raver on the sand	TOAUS.	
Net Budget Effe	ct:	Carova Beach Road District Fu	ınd (14) - In	creased by \$34,0	000.	

		Debit	Credit
		Decrease Revenue or	Increase Revenue or
Account Number	Account Description	Increase Expense	Decrease Expense
10795-576008	Grass Cutting/Spraying	\$ 31,608	• • • • • • • • • • • • • • • • • • •
10390-499900	Fund Balance Appropriated		\$ 31,608
		\$ 31,608	\$ 31,608
Explanation:	Parks & Recreation (10795) - new park at Shingle Landing.	Increase appropriations for lawr	maintenance for the
Net Budget Effe	ct: Operating Fund (10) - Incre	ased by \$31,608	
Not Budget Ener		Debit	Credit
		Decrease Revenue or	Increase Revenue or
Account Number	Account Description	Increase Expense	Decrease Expense
10640-532004	Supplies - Home Economic	cs \$ 4,147	
10390-499900	Fund Balance Appropriated		\$ 4,147
		\$ 4,147	\$ 4,147
Explanation:	for Patients and Providers Act) - To carry-forward \$2,434 in M (MIPPA) and \$1,723 in Seniors rant funds that were remaining a	'Health Insurance
Net Budget Effe	ct: Operating Fund (10) - Incre	ased by \$4,147.	
		Debit	Credit
		Decrease Revenue or	Increase Revenue of
Account Number	Account Description	Increase Expense	Decrease Expense
10535-521000	Rent	\$ 735	
10535-516000	Repairs & Maintenance		\$ 73
		\$ 735	\$ 73
			rease in rest on
Explanation:	Communications (10535) - T	ransfer budgeted funds for inc	rease in rent on
Explanation:	Communications (10535) - T communications tower.	ransfer budgeted funds for inc	rease in rent on

10.D.5.1

		Debit		C	redit
Account Number	Account Description	Decrease Reven Increase Expe			Revenue or e Expense
61818-557100	Software License Fee	\$ 6	6,020		
61818-553000	Dues & Subscriptions	\$ 14	4,000		
61818-553800	Chemicals	\$ 65	5,000		
61818-590000	Capital Outlay	\$ 246	6,420		
61390-499900	Appropriated Retained Earnings			\$	331,440
		\$ 33	1,440	\$	331,440
•	Mainland Water (61818) - To carry-for FY 2021.	ward funds that were	for projec	ts not com	pleted in

Net Budget Effect: Mainland Water Funf (61) - Increaded by \$331,440.

2. Surplus Resolution-EMS Stretcher

	RESOLUTION	
Carolina duri pursuant to C	HE Board of Commissioners of the Coun ng its regularly scheduled meeting auth G.S. 160A and 270(b) that the property li egotiated sale or will be disposed of if r	norized the following, sted below will be sold
Dept: EMS		
County		
Asset Tag	Description	Serial Number
5180	Scoop Stretcher	
	(very old and outdated; missing parts)	
	FORE, BE IT RESOLVED, that the Board our urrituck reserves the right to reject any a	
county of Ct	annual reserves the right to reject any a	
ADOPTED, tl	nis 19th day of July, 2021.	

- 3. Consideration and Action on Disaster Related Debris Removal Agreement Between North Carolina Department of Transportation and Currituck County
- 4) Approval Of Minutes-June 21, 2021

Minutes Approval-Board of E&R

1. Minutes for June 21, 2021

ADJOURN

Motion to Adjourn Meeting

The Board had no further business and Commissioner Jarvis moved to adjourn. Commissioner McCord seconded the motion. The motion carried, 5-0, and the regular meeting of the Board of Commissioners concluded at 6:54 PM.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Selina S. Jarvis, Commissioner
SECONDER:	Kevin E. McCord, Commissioner
AYES:	J. Owen Etheridge, Commissioner, Mary "Kitty" Etheridge, Commissioner,
	Selina S. Jarvis, Commissioner, Kevin E. McCord, Commissioner, Bob White,
	Chairman
ABSENT:	Michael H. Payment, Chairman, Paul M. Beaumont, Vice Chairman

SPECIAL MEETING-TOURISM DEVELOPMENT AUTHORITY

The Currituck County Board of Commissioners held a Special Meeting following adjournment of the 6:00 PM regular meeting on July 19, 2021, to sit as the Tourism Development Authority. The Special Meeting took place in the Board Meeting Room of the Historic Courthouse, 153 Courthouse Road, Currituck, North Carolina, for the purpose of considering Events Grant recommendations submitted by the Tourism Advisory Board.

Consideration of Grant Recommendations for Tourism Event Assistance

Tameron Kugler, Director of Travel and Tourism, addressed the Board of Commissioners and presented a brief review of the events recommended to receive a grant award and to respond to Commissioner questions about the events. Ms. Kugler also reported on the success of this year's Knotts Island Peach Festival and reviewed plans for the upcoming Christmas in Corolla Village event.

Chairman White moved for approval of the grant recommendations. Commissioner J. Owen Etheridge seconded the motion. The motion carried, 5-0.

1. Knotts Island Seafood Festival (Knotts Island Ruritans) - \$20,000 request / \$20,000 approved by TAB

Sept. 25, 2021 from 12PM to 9PM

This is a Seafood Festival featuring locally sourced oysters, shrimp, crabs, etc., including local vendors from the area along with multiple bands providing entertainment. There will be a raffle that is included with admission and additional tickets available for purchase. The raffle will be drawn the evening of the festival. T-Shirts will be

available for purchase and advertising will consist of radio, print, and social media. The festival will be located outside and sanitizing stations will be available. The intended results will be revenue for community enrichment.

TAB recommended awarding the full requested amount of \$20,000.

2. Peach Blossom Market (Martin Farm & Winery) - \$10,955 request / \$10,955 approved by TAB

Sunday, March 20, 2022 or Sunday, March 27, 2022

Visitors to the Peach Blossom Market at Martin Farm and Winery will be able to taste wines, sip on one of our "famous" peach slushies, shop local artisans, enjoy food truck offerings, and listen to acoustic music all while enjoying the scenic views of the peach blossoms in bloom and beautiful Knotts Island Bay.

*The event will be held on a Sunday in mid-late March from 11am-5pm

*Parking will be \$5.00/car and each car will be given 2 raffle tickets to be entered into a drawing to win a 2 Adirondack Chairs with side table from Built To Last in Moyock

*Parking will be organized by a Currituck non-profit organization, and they will be reimbursed for their services

*We will also sell \$2.00 raffle tickets for a 90 minute Sound Side Eco Tour provided by Slip Shot Sound Charters out of Corolla. 100% of proceeds will be donated to The Corolla Wild Horse Foundation

*Wine tastings will be provided in an 8oz stemmed glass with the Martin Farm and Winery logo as well as the Currituck Travel and Tourism logo

*We will hold the wine tastings under a tent with a banner that has the Martin Farm and Winery Peach Blossom Market logo as well as the Currituck Travel and Tourism logo.

*Our "famous" peach slushies will be served in a 16oz frosted souvenir cup with the Martin Farm and Winery Peach Blossom Market logo as well as the Currituck Travel and Tourism logo

*Acoustic band/performer

*2-3 food trucks

*Visitors can shop local artisan vendors

*T-shirts and other marketing material for sale and giveaways with the Martin Farm and Winery Peach Blossom Market logo as well as the Currituck Travel and Tourism logo

The Peach Blossom Market is intended to bring visitors to our farm to experience the blossoms as they burst with color in our constantly growing Peach orchard. We would like others in our neighboring communities and beyond to be able to come and get to know "the hidden gem of the inner banks" that the residents know as Knotts Island, North Carolina.

<u>TAB recommended awarding the full requested amount of \$10,955 - moving \$500 from add'l staff to</u> <u>security.</u>

3. Christmas in Corolla Village (Twiddy & Company) - \$19,000 request / \$20,000 approved by TAB

Friday and Saturday evenings November 26 through December 18, 2021

Lights, floral delights and holiday sights are all part of the first-annual Christmas in Corolla Village, a holiday wonderland that brings the spirit of Christmas to an area landmark. After their candlelit tour of The Whalehead Club, visitors will then make their way toward Corolla Historic Village where Christmas joy will fill the air.

Each weekend will include special events and performances and we plan to partner with village merchants to provide guests with refreshments and unique shopping opportunities. While we all love summers in Corolla. The goal of this event is to make Christmas the 'most wonderful time of the year' on Currituck's Outer Banks for locals and visitors alike.

TAB recommended awarding the full requested amount of \$19,000 with add'l funding of \$1000 for a total of \$20,000

4. Currituck Christmas Treasure Hunt (OBX Treasure Hunt) - \$6,000 request / \$5,000 approved by TAB

Starting on November 25 ending December 30, 2021

The Currituck Christmas Treasure Hunt is a Christmas themed treasure hunt with the goal to attract the Hampton Roads and Dare County residents while also capturing the normal tourism that occurs. A website will be created where tourists will put in information and purchase the treasure hunt. The treasure hunt will take place on Historic Corolla Park property and in Corolla Village. There will be 10 different clues that need to be solved by going around Whalehead and the competitor with the fastest time wins. Each hunt will be informative and educational about Currituck County. The grand prize will be a week-long vacation in Corolla. OBX Treasure Hunt will work with the vendors and tour guides with items and clues placed around Whalehead guiding them to explore the entire Historic Park & Christmas Village. This is a seasonal event during the holiday season.

The TAB asked for additional information from the applicant after the meeting. The additional information was sent by the applicant and is incorporated in the description above. This information was sent to the requesting TAB members.

TAB recommended awarding \$5,000 as actors (\$1,000) cannot be hired for this event to be in the Park as it would then be entering into the commercial activity in the Park situation Otherwise, it is a pass through event with is allowed.

RESULT:	APPROVED [UNANIMOUS]			
MOVER:	Bob White, Chairman			
SECONDER:	J. Owen Etheridge, Commissioner			
AYES: J. Owen Etheridge, Commissioner, Mary "Kitty" Etheridge, Commiss				
	Selina S. Jarvis, Commissioner, Kevin E. McCord, Commissioner, Bob White,			
	Chairman			
ABSENT:	Michael H. Payment, Chairman, Paul M. Beaumont, Vice Chairman			

ADJOURN SPECIAL MEETING

There was no further business and Commissioner Mary Etheridge moved to adjourn. Commissioner McCord seconded the motion. The motion carried, 5-0, and the meeting of the Tourism Development Authority concluded at 6:58 PM.

RESULT:	APPROVED [UNANIMOUS]		
MOVER:	Mary "Kitty" Etheridge, Commissioner		
SECONDER: Kevin E. McCord, Commissioner			
AYES:	J. Owen Etheridge, Commissioner, Mary "Kitty" Etheridge, Commissioner, Selina S.		
	Jarvis, Commissioner, Kevin E. McCord, Commissioner, Bob White, Chairman		
ABSENT:	Michael H. Payment, Chairman, Paul M. Beaumont, Vice Chairman		

TDA20220001

BUDGET AMENDMENT

The Currituck County Board of Commissioners sitting as the Tourism Development Authority, at a meeting on the 2nd day of August 2021, passed the following amendment to the budget resolution for the fiscal year ending June 30, 2022.

		Debit		Credit
Account Number	Decrease Revenue or Account Description Increase Expense			 e Revenue or ase Expense
15447-587050 15320-415000	T T - County Govt Construction Occupancy Tax	\$	50,000	\$ 50,000
		\$	50,000	\$ 50,000

Explanation: Tourism Related Expenses (15447) - Increase appropriations to transfer funding to the Governmental Construction fund for the design contracts and related costs for the repair/replacement of bulkhead at the Sound Park. The bulkhead has deterioated in places and a portion of the boat ramp is closed. This was discovered in late June after the budget had been adopted.

Net Budget Effect: Occupancy Tax Fund (15) - Increased by \$50,000.

Minute Book # _____, Page # _____

Journal # _____

Clerk to the Board

TDA20220002

BUDGET AMENDMENT

The Currituck County Board of Commissioners sitting as the Tourism Development Authority, at a meeting on the 2nd day of August 2021, passed the following amendment to the budget resolution for the fiscal year ending June 30, 2022.

		Debit			Credit
Account Number Account Description		Decrease Revenue or Increase Expense		Increase Revenue or Decrease Expense	
15447-545001 15320-415000	Beach Services Occupancy Tax	\$	50,000	\$	50,000
		\$	50,000	\$	50,000

Explanation: Tourism Related Expenses (15447) - Increase appropriations to add three additional stations through October 11, 2021 and to extend truck patrol through the last Sunday in November for beach services.

Net Budget Effect: Occupancy Tax Fund (15) - Increased by \$50,000.

Minute Book # _____, Page # _____

Journal # _____

Clerk to the Board

A RESOLUTION OF THE CURRITUCK COUNTY BOARD OF COMMISSIONERS APPROVING THE MEMORANDUM OF AGREEMENT (MOA) BETWEEN THE STATE OF NORTH CAROLINA AND LOCAL GOVERNMENTS ON PROCEEDS RELATING TO THE SETTLEMENT OF OPIOID LITIGATION

WHEREAS, as of 2019, the opioid epidemic had taken the lives of more than 16,500 North Carolinians, torn families apart, and ravaged communities from the mountains to the coast; and

WHEREAS, the COVID-19 pandemic has compounded the opioid crisis, increasing levels of drug misuse, addiction, and overdose death; and

WHEREAS, the Centers for Disease Control and Prevention estimates the total "economic burden" of prescription opioid misuse alone in the United States is \$78.5 billion a year, including the costs of healthcare, lost productivity, addiction treatment, and criminal justice involvement; and

WHEREAS, certain counties and municipalities in North Carolina joined with thousands of local governments across the country to file lawsuit against opioid manufacturers and pharmaceutical distribution companies and hold those companies accountable for their misconduct; and

WHEREAS, representatives of local North Carolina governments, the North Carolina Association of County Commissioners, and the North Carolina Department of Justice have negotiated and prepared a Memorandum of Agreement (MOA) to provide for the equitable distribution of any proceeds from a settlement of national opioid litigation to the State of North Carolina and to individual local governments; and

WHEREAS, Local Governments and the State of North Carolina anticipate a settlement in the national opioid litigation to be forthcoming; and

WHEREAS, by signing onto the MOA, the state and local governments maximize North Carolina's share of opioid settlement funds to ensure the needed resources reach communities, once a negotiation is finalized, as quickly, effectively, and directly as possible; and

WHEREAS, it is advantageous to all North Carolinians for local governments, including Currituck County and its citizens, to sign onto the MOA and demonstrate solidarity in response to the opioid epidemic, and to maximize the share of opioid settlement funds received both in the state and this county to help abate the harm; and

WHEREAS, the MOA directs substantial resources over multiple years to local governments on the front lines of the opioid epidemic while ensuring that these resources are used in an effective way to address the crisis.

NOW, THEREFORE BE IT RESOLVED, by the Currituck County Board of Commissioners that Currituck County hereby approves the Memorandum of Agreement Between the State of North Carolina and Local Governments on Proceeds Relating to the Settlement of Opioid Litigation, and any subsequent settlement funds that may come into North Carolina because of the opioid crisis. Furthermore, the County Manager, County Attorney, County Finance Director and Chairman of the Board of Commissioners are authorized to take such measures as necessary to comply with the terms of the MOA and receive any settlement funds, including executing any documents related to the allocation of opioid settlement funds and settlement of lawsuits related to this matter. Be it further resolved copies of this resolution and the signed MOA be sent to opioiddocs@ncdoj.gov as well as forwarded to the North Carolina Association of County Commissioners at communications@ncacc.org.

Adopted this the 2nd day of August, 2021.

Michael H. Payment, Chairman Currituck County Board of Commissioners

ATTEST:

Leeann Walton Clerk to the Board

(COUNTY SEAL)

12.b

MEMORANDUM OF AGREEMENT BETWEEN THE STATE OF NORTH CAROLINA AND LOCAL GOVERNMENTS ON PROCEEDS RELATING TO THE SETTLEMENT OF OPIOID LITIGATION

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Background Statement

Capitalized terms not defined below have the meanings set forth in the Definitions section of the Statement of Agreement.

WHEREAS, the State of North Carolina (the "State"), North Carolina counties and municipalities, and their people have been harmed by misconduct committed by certain entities that engage in or have engaged in the manufacture, marketing, promotion, distribution, or dispensing of an opioid analgesic ("Pharmaceutical Supply Chain Participants"); and

WHEREAS, certain North Carolina counties and municipalities, through their counsel, and the State, through its Attorney General, are separately engaged in ongoing investigations, litigation and settlement discussions seeking to hold Pharmaceutical Supply Chain Participants accountable for the damage caused by their misconduct; and

WHEREAS, the State and the Local Governments share a common desire to abate and alleviate the impacts of the misconduct described above throughout North Carolina and in its local communities; and

WHEREAS, while the Local Governments and the State recognize the sums which may be available from the aforementioned litigation will likely be insufficient to fully abate the public health crisis caused by the opioid epidemic, they share a common interest in dedicating the most resources possible to the abatement effort; and

WHEREAS, settlements resulting from the investigations and litigation with Johnson & Johnson, AmerisourceBergen, Cardinal Health, and McKesson are anticipated to take the form of a National Settlement Agreement; and

WHEREAS, this Memorandum of Agreement ("MOA") is intended to facilitate compliance by the State and by the Local Governments with the terms of the National Settlement Agreement and, to the extent appropriate, in other settlements related to the opioid epidemic reached by the state of North Carolina; and

WHEREAS, North Carolina's share of settlement funds from the National Settlement Agreement will be maximized only if all North Carolina counties, and municipalities of a certain size, participate in the settlement; and

WHEREAS, the National Settlement Agreement will set a default allocation between each state and its political subdivisions unless they enter into a state-specific agreement regarding the distribution and use of settlement amounts (a "State-Subdivision Agreement"); and

WHEREAS, this MOA is intended to serve as such a State-Subdivision Agreement under the National Settlement Agreement; and

WHEREAS, the aforementioned investigations and litigation have caused some Pharmaceutical Supply Chain Participants to declare bankruptcy, and it may cause additional entities to declare bankruptcy in the future; and WHEREAS, this MOA is also intended to serve as a State-Subdivision Agreement under resolutions of claims concerning alleged misconduct in manufacture, marketing, promotion, distribution, or dispensing of an opioid analgesic entered in bankruptcy court that provide for payments (including payments through a trust) to both the State and North Carolina counties and municipalities and allow for the allocation between a state and its political subdivisions to be set through a state-specific agreement ("Bankruptcy Resolutions"); and

WHEREAS, specifically, this MOA is intended to serve under the Bankruptcy Resolution concerning Purdue Pharma L.P. as a statewide abatement agreement, and under this MOA, a statewide abatement agreement is a type of State-Subdivision Agreement.

Statement of Agreement

The parties hereto agree as follows:

A. Definitions

As used in this MOA:

The terms "Bankruptcy Resolution," "MOA," "Pharmaceutical Supply Chain Participant," "State," and "State-Subdivision Agreement" are defined in the recitals to this MOA.

"Coordination group" refers to the group described in Section E.7 below.

"County Incentive Fund" is defined in Section G below.

"Governing Body" means (1) for a county, the county commissioners of the county, and (2) for a municipality, the elected city council, town council, board of commissioners, or board of aldermen for the municipality.

"Incentive Eligible Local Government" is defined in Section G below.

"Local Abatement Funds" are defined in Section B.2 below.

"Local Government" means all counties and municipalities located within the geographic boundaries of the State of North Carolina that have chosen to sign on to this MOA.

"MDL Matter" means the matter captioned *In re: National Prescription Opiate Litigation*, MDL 2804 pending in the United States District Court for the Northern District of Ohio.

"MDL Parties" means all parties who participated in the matter captioned *In re: National Prescription Opiate Litigation*, MDL 2804 pending in the United States District Court for the Northern District of Ohio as Plaintiffs.

"National Settlement Agreement" means a national opioid settlement agreement with the Parties and one or all of the Settling Defendants concerning alleged misconduct in manufacture, marketing, promotion, distribution, or dispensing of an opioid analgesic.

"Opioid Settlement Funds" shall mean all funds allocated by the National Settlement Agreement and any Bankruptcy Resolutions to the State or Local Governments for purposes of opioid remediation activities or restitution, as well as any repayment of those funds and any interest or investment earnings that may accrue as those funds are temporarily held before being expended on opioid remediation strategies. Not included are funds made available in the National Settlement Agreement or any Bankruptcy Resolutions for the payment of the Parties' litigation expenses or the reimbursement of the United States Government.

"Parties" means the State of North Carolina and the Local Governments.

"Settling Defendants" means Johnson & Johnson, AmerisourceBergen, Cardinal Health, and McKesson, as well as their subsidiaries, affiliates, officers, and directors named in a National Settlement Agreement.

"State Abatement Fund" is defined in Section B.2 below.

B. Allocation of Settlement Proceeds

- 1. <u>Method of distribution.</u> Pursuant to the National Settlement Agreement and any Bankruptcy Resolutions, Opioid Settlement Funds shall be distributed directly to the State and to Local Governments in such proportions and for such uses as set forth in this MOA, provided Opioid Settlement Funds shall not be considered funds of the State or any Local Government unless and until such time as each annual distribution is made.
- 2. <u>Overall allocation of funds.</u> Opioid Settlement Funds shall be allocated as follows: (i) 15% directly to the State ("State Abatement Fund"), (ii) 80% to abatement funds established by Local Governments ("Local Abatement Funds"), and (iii) 5% to a County Incentive Fund described in **Section G** below.
- 3. <u>Allocation of funds between Local Governments.</u> The Local Abatement Funds shall be allocated to counties and municipalities in such proportions as set forth in **Exhibit G**, attached hereto and incorporated herein by reference, which is based upon the MDL Matter's Opioid Negotiation Class Model. The proportions shall not change based on population changes during the term of the MOA. However, to the extent required by the terms of the National Settlement Agreement, the proportions set forth in **Exhibit G** shall be adjusted: (i) to provide no payment from the National Settlement Agreement to any listed county or municipality that does not participate in the National Settlement Agreement to any listed county or municipality that signs onto the National Settlement Agreement after the initial participation deadline.
- 4. <u>Municipal allocations.</u> Within counties and municipalities:

- a. <u>Local Governments receiving payments.</u> The proportions set forth in **Exhibit G** provide for payments directly to (i) all North Carolina counties, (ii) North Carolina municipalities with populations over 75,000 based on the United States Census Bureau's Vintage 2019 population totals, and (iii) North Carolina municipalities who are also MDL Parties as of January 1, 2021.
- b. <u>Municipality may direct payments to county.</u> Any municipality allocated a share in **Exhibit G** may elect to have its share of current or future annual distributions of Local Abatement Funds instead directed to the county or counties in which it is located. Such an election may be made by January 1 each year to apply to the following fiscal year. If a municipality is located in more than one county, the municipality's funds will be directed based on the MDL Matter's Opioid Negotiation Class Model.
- 5. <u>Use of funds for opioid remediation activities.</u> This MOA requires that except as related to the payment of the Parties' litigation expenses and the reimbursement of the United States Government, all Opioid Settlement Funds, regardless of allocation, shall be utilized only for opioid remediation activities.
- 6. <u>Relationship of this MOA to other agreements and resolutions.</u> All Parties acknowledge and agree the National Settlement Agreement will require a Local Government to release all its claims against the Settling Defendants to receive Opioid Settlement Funds. All Parties further acknowledge and agree based on the terms of the National Settlement Agreement, a Local Government may receive funds through this MOA only after complying with all requirements set forth in the National Settlement Agreement to release its claims. This MOA is not a promise from any Party that any National Settlement Agreement or Bankruptcy Resolution will be finalized or executed.

C. Payment of Litigating and Non-Litigating Parties

No Party engaged in litigating the MDL Matter shall receive a smaller payment than a similarly situated non-litigating Party, other than as based on the Allocation Proportions in **Exhibit G** or based on the eligibility criteria for payments from the County Incentive Fund as provided by **Section G** below.

D. Special Revenue Fund

- 1. <u>Creation of special revenue fund.</u> Every Local Government receiving Opioid Settlement Funds shall create a separate special revenue fund, as described below, that is designated for the receipt and expenditure of the Opioid Settlement Funds.
- 2. <u>Procedures for special revenue fund.</u> Funds in this special revenue fund shall not be commingled with any other money or funds of the Local Government. The funds in the

special revenue fund shall not be used for any loans or pledge of assets, unless the loan or pledge is for an opioid remediation purpose consistent with the terms of this MOA and adopted under the process described in **Section E.6** below. Although counties or municipalities may make contracts with or grants to a nonprofit, charity, or other entity, counties or municipalities may not assign to another entity their rights to receive payments from the national settlement or their responsibilities for funding decisions.

3. <u>Interest earned on special revenue fund.</u> The funds in the special revenue fund may be invested, consistent with the investment limitations for local governments, and may be placed in an interest-bearing bank account. Any interest earned on the special revenue fund must be used in a way that is consistent with this MOA.

E. Opioid Remediation Activities.

- 1. <u>Limitation on use of funds.</u> Local Governments shall expend Opioid Settlement Funds only for opioid-related expenditures consistent with the terms of this MOA and incurred after the date of the Local Government's execution of this MOA, unless execution of the National Settlement Agreement requires a later date.
- 2. <u>Opportunity to cure inconsistent expenditures.</u> If a Local Government spends any Opioid Settlement Funds on an expenditure inconsistent with the terms of this MOA, the Local Government shall have 60 days after discovery of the expenditure to cure the inconsistent expenditure through payment of such amount for opioid remediation activities through budget amendment or repayment.
- 3. <u>Consequences of failure to cure inconsistent expenditures.</u> If a Local Government does not make the cure required by **Section E.2** above within 60 days, (i) future Opioid Fund payments to that Local Government shall be reduced by an amount equal to the inconsistent expenditure, and (ii) to the extent the inconsistent expenditure is greater than the expected future stream of payments to the Local Government, the Attorney General may initiate a process up to and including litigation to recover and redistribute the overage among all eligible Local Governments. The Attorney General may recover any litigation expenses incurred to recover the funds. Any recovery or redistribution shall be distributed consistent with **Sections B.3 and B.4** above.
- 4. <u>Annual meeting of counties and municipalities within each county</u>. Each county receiving Opioid Settlement Funds shall hold at least one annual meeting with all municipalities in the Local Government's county invited in order to receive input as to proposed uses of the Opioid Settlement Funds and to encourage collaboration between local governments both within and beyond the county. These meetings shall be open to the public.
- 5. <u>Use of settlement funds under Option A and Option B.</u> Local Governments shall spend Opioid Settlement Funds from the Local Abatement Funds on opioid remediation activities using either or both of the processes described as Option A and Option B below, unless the relevant National Settlement Agreement or Bankruptcy Resolution further limit the spending.

- a. <u>Option A</u>.
 - Without any additional strategic planning beyond the meeting described in Section E.4 above, Local Governments may spend Opioid Settlement Funds from the list of High-Impact Opioid Abatement Strategies attached as Exhibit A. This list is a subset of the initial opioid remediation strategies listed in the National Settlement Agreement.
 - ii. Exhibit A may be modified as set forth in Exhibit D below; provided, however, that any strategy listed on Exhibit A must be within the list of opioid remediation activities for the then-current National Settlement Agreement. Opioid remediation activities undertaken under a previously authorized strategy list may continue if they were authorized at the time of the Local Government's commitment to spend funds on that activity.
- b. <u>Option B</u>.
 - i. A Local Government that chooses to participate in additional voluntary, collaborative, strategic planning may spend Opioid Settlement Funds from the broader list of categories found in **Exhibit B**. This list contains all the initial opioid remediation strategies listed in the National Settlement Agreement.
 - Before spending any funds on any activity listed in Exhibit B, but not listed on Exhibit A, a Local Government must first engage in the collaborative strategic planning process described in Exhibit C. This process shall result in a report and non-binding recommendations to the Local Government's Governing Body described in Exhibit C (right-hand column).
 - iii. A Local Government that has previously undertaken the collaborative strategic planning process described in Exhibit C and wishes to continue implementing a strategy listed in Exhibit B, but not listed in Exhibit A, shall undertake a new collaborative strategic planning process every four years (or more often if desired).
 - iv. A Local Government that has previously undertaken the collaborative strategic planning process described in Exhibit C that wishes to implement a new strategy listed in Exhibit B but not listed in Exhibit A, shall undertake a new collaborative strategic planning process.
 - v. Two or more Local Governments may undertake a single collaborative strategic planning process resulting in a report and recommendations to all of the Local Governments involved.

- 6. Process for drawing from special revenue funds.
 - a. <u>Budget item or resolution required.</u> Opioid Settlement Funds can be used for a purpose when the Governing Body includes in its budget or passes a separate resolution authorizing the expenditure of a stated amount of Opioid Settlement Funds for that purpose or those purposes during a specified period of time.
 - b. <u>Budget item or resolution details.</u> The budget or resolution should (i) indicate that it is an authorization for expenditure of opioid settlement funds; (ii) state the specific strategy or strategies the county or municipality intends to fund pursuant to Option A or Option B, using the item letter and/or number in **Exhibit A** or **Exhibit B** to identify each funded strategy, and (iii) state the amount dedicated to each strategy for a stated period of time.
- 7. <u>Coordination group.</u> A coordination group with the composition and responsibilities described in **Exhibit D** shall meet at least once a year during the first three years that this MOA is in effect. Thereafter, the coordination group shall meet at least once every three years until such time as Opioid Settlement Funds are no longer being spent by Local Governments.

F. Auditing, Compliance, Reporting, and Accountability

- 1. <u>Audits under Local Government Budget and Fiscal Control Act.</u> Local Governments' Opioid Settlement Funds are subject to financial audit by an independent certified public accountant in a manner no less than what is required under G.S. 159-34. Each Local Government must file an annual financial audit of the Opioid Settlement Funds with the Local Government Commission. If any such audit reveals an expenditure inconsistent with the terms of this MOA, the Local Government shall immediately report the finding to the Attorney General.
- 2. <u>Audits under other acts and requirements.</u> The expenditure of Opioid Settlement Funds is subject to the requirements of the Local Government Budget and Fiscal Control Act, Chapter 159 of the North Carolina General Statutes; Local Government Commission rules; the Federal Single Audit Act of 1984 (as if the Opioid Settlement Funds were federal funds); the State Single Audit Implementation Act; Generally Accepted Government Auditing Standards; and all other applicable laws, rules, and accounting standards. For expenditures for which no compliance audit is required under the Federal Single Audit Act of 1984, a compliance audit shall be required under a compliance supplement approved by the coordination group.
- 3. <u>Audit costs.</u> Reasonable audit costs that would not be required except for this Section F may be paid by the Local Government from Opioid Settlement Funds..
- 4. <u>Access to persons and records.</u> During and after the term of this MOA, the State Auditor and Department of Justice shall have access to persons and records related to this MOA and expenditures of Opioid Settlement Funds to verify accounts and data affecting fees or

performance. The Local Government manager/administrator is the point of contact for questions that arise under this MOA.

5. <u>Preservation of records.</u> The Local Government must maintain, for a period of at least five years, records of Opioid Settlement Fund expenditures and documents underlying those expenditures, so that it can be verified that funds are being or have been utilized in a manner consistent with the National Settlement Agreement, any Bankruptcy Resolutions, and this MOA.

6. <u>Reporting</u>.

- a. <u>Annual financial report required.</u> In order to ensure compliance with the opioid remediation provisions of the National Settlement Agreement, any Bankruptcy Resolutions, and this MOA, for every fiscal year in which a Local Government receives, holds, or spends Opioid Settlement Funds, the county or municipality must submit an annual financial report specifying the activities and amounts it has funded.
- b. <u>Annual financial report timing and contents.</u> The annual financial report shall be provided to the North Carolina Attorney General by emailing the report to opioiddocs@ncdoj.gov, within 90 days of the last day of the state fiscal year covered by the report. Each annual financial report must include the information described on **Exhibit E**.
- c. <u>Reporting to statewide opioid settlement dashboard</u>. Each Local Government must provide the following information to the statewide opioid settlement dashboard within the stated timeframes:
 - i. The budget or resolution authorizing the expenditure of a stated amount of Opioid Settlement Funds for a specific purpose or purposes during a specified period of time as described in **Section E.6.b** above (within 90 days of the passage of any such budget or resolution);
 - ii. If the Local Government is using Option B, the report(s) and non-binding recommendations from collaborative strategic planning described in Section E.5.b.ii above and Exhibit C (right hand column) (within 90 days of the date the report and recommendations are submitted to the local governing body for consideration);
 - iii. The annual financial reports described in Section F.6.a and **Exhibit E** (within 90 days of the end of the fiscal year covered by the report); and
 - iv. The impact information described in **Exhibit F** (within 90 days of the end of the fiscal year covered by the report).

The State will create an online portal with instructions for Local Governments to report or upload each of these four items by electronic means.

- d. <u>Copy to NCDOJ of any additional reporting.</u> If the National Settlement Agreement or any Bankruptcy Resolutions require that a Local Government file, post, or provide a report or other document beyond those described in this MOA, or if any Local Government communicates in writing with any national administrator or other entity created or authorized by the National Settlement Agreement or any Bankruptcy Resolutions regarding the Local Government's compliance with the National Settlement Agreement or Bankruptcy Resolutions, the Local Government shall email a copy of any such report, document, or communication to the North Carolina Department of Justice at <u>opioiddocs@ncdoj.gov</u>.
- e. <u>Compliance and non-compliance</u>.
 - i. Every Local Government shall make a good faith effort to comply with all of its reporting obligations under this MOA, including the obligations described in **Section F.6.c** above.
 - ii. A Local Government that engages in a good faith effort to comply with its reporting obligations under **Section F.6.c** but fails in some way to report information in an accurate, timely, or complete manner shall be given an opportunity to remedy this failure within a reasonable time.
 - iii. A Local Government that does not engage in a good faith effort to comply with its reporting obligations under this MOA, or that fails to remedy reporting issues within a reasonable time, may be subject to action for breach of contract.
 - iv. Notwithstanding anything to the contrary herein, a Local Government that is in substantial compliance with the reporting obligations in this MOA shall not be considered in breach of this MOA or in breach of contract.
- 7. <u>Collaboration</u>. The State and Local Governments must collaborate to promote effective use of Opioid Settlement Funds, including through the sharing of expertise, training, technical assistance. They will also coordinate with trusted partners to collect and share information about successful regional and other high-impact strategies and opioid treatment programs.

G. County Incentive Fund

A Local Government receiving Settlement Proceeds pursuant to Section B.4.a shall be an Incentive Eligible Local Government if every municipality in the Local Government's county with population of at least 30,000 has executed this MOA by October 1, 2021, but no later than any such deadline set in the National Settlement Agreement for the highest possible participation in incentive structures for North Carolina. Each Incentive Eligible Local Government shall receive a share of the 5% County Incentive Fund set forth in Section B.2.iii, distributed pro rata among only Incentive Eligible Local Governments as set forth in Exhibit G. For purposes of the calculations required by this Section, populations will be based on United States Census Bureau's Vintage 2019 population totals, and a municipality with populations in multiple counties will be counted only toward the county which has the largest share of that municipality's population.

H. Effectiveness

1. <u>When MOA takes effect.</u> This MOA shall become effective at the time a sufficient number of Local Governments have joined the MOA to qualify this MOA as a State-Subdivision Agreement under the National Settlement Agreement or any Bankruptcy Resolution. If this MOA does not thereby qualify as a State-Subdivision Agreement, this MOA will have no effect.

2. Amendments to MOA.

- a. <u>Amendments to conform to final national documents</u>. The Attorney General, with the consent of a majority vote from a group of Local Government attorneys appointed by the Association of County Commissioners, may initiate a process to amend this MOA to make any changes required by the final provisions of the National Settlement Agreement or any Bankruptcy Resolution. The Attorney General's Office will provide written notice of the necessary amendments to all the previously joining parties. Any previously joining party will have a two-week opportunity to withdraw from the MOA. The amendments will be effective to any party that does not withdraw.
- b. <u>Coordination group</u>. The coordination group may make the changes authorized in **Exhibit D**.
- c. <u>No amendments to allocation between Local Governments</u>. Notwithstanding any other provision of this MOA, the allocation proportions set forth in **Exhibit G** may not be amended.
- d. <u>General amendment power</u>. After execution, the coordination group may propose other amendments to the MOA, subject to the limitation in **Section H.2.c** above. Such amendments will take effect only if approved in writing by the Attorney General and at least two-thirds of the Local Governments who are Parties to this MOA. In the vote, each Local Government Party will have a number of votes measured by the allocation proportions set forth in **Exhibit G**.
- 3. <u>Acknowledgement.</u> The Parties acknowledge that this MOA is an effective and fair way to address the needs arising from the public health crisis due to the misconduct committed by the Pharmaceutical Supply Chain Participants.
- 4. <u>When MOA is no longer in effect.</u> This MOA is effective until one year after the last date on which any Opioid Settlement Funds are being spent by Local Governments pursuant to the National Settlement Agreement and any Bankruptcy Resolution.
- 5. <u>Application of MOA to settlements and bankruptcy resolutions.</u> This MOA applies to all settlements under the National Settlement Agreement with the Settling Defendants and any Bankruptcy Resolutions. The Parties agree to discuss the use, as the Parties may deem appropriate in the future, of the settlement terms set out herein (after any necessary

amendments) for resolutions with Pharmaceutical Supply Chain Participants not covered by the National Settlement Agreement or a Bankruptcy Resolution.

- 6. <u>Applicable law and venue.</u> Unless required otherwise by the National Settlement Agreement or a Bankruptcy Resolution, this MOA shall be interpreted using North Carolina law and any action related to the provisions of this MOA must be adjudicated by the Superior Court of Wake County. If any provision of this MOA is held invalid by any court of competent jurisdiction, this invalidity does not affect any other provision which can be given effect without the invalid provision.
- 7. <u>Scope of MOA.</u> The Parties acknowledge that this MOA does not excuse any requirements placed upon them by the terms of the National Settlement Agreement or any Bankruptcy Resolution, except to the extent those terms allow for a State-Subdivision Agreement to do so.
- 8. <u>No third party beneficiaries.</u> No person or entity is intended to be a third party beneficiary of this MOA.
- 9. <u>No effect on authority of parties</u>. Nothing in this MOA shall be construed to affect or constrain the authority of the Parties under law.
- 10. <u>Signing and execution of MOA.</u> This MOA may be signed and executed simultaneously in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement. A signature transmitted by facsimile or electronic image shall be deemed an original signature for purposes of executing this MOA. Each person signing this MOA represents that he or she is fully authorized to enter into the terms and conditions of, and to execute, this MOA, and that all necessary approvals and conditions precedent to his or her execution have been satisfied.

(Signature pages follow.)

Signature pages will be structured as one page for the State of North Carolina, followed by separate signature pages for each county.

These signature pages will also include blanks for the county's municipalities.

To avoid having 101 signature pages in the middle of this file, the signature pages are in a separate document.

12.b

EXHIBIT A TO NC MOA: HIGH-IMPACT OPIOID ABATEMENT STRATEGIES ("OPTION A" List)

In keeping with the National Settlement Agreement, opioid settlement funds may support programs or services listed below that serve persons with Opioid Use Disorder (OUD) or any co-occurring Substance Use Disorder (SUD) or mental health condition.

As used in this list, the words "fund" and "support" are used interchangeably and mean to create, expand, or sustain a program, service, or activity.

- 1. **Collaborative strategic planning.** Support collaborative strategic planning to address opioid misuse, addiction, overdose, or related issues, including staff support, facilitation services, or any activity or combination of activities listed in Exhibit C to the MOA (collaborative strategic planning).
- 2. Evidence-based addiction treatment. Support evidence-based addiction treatment consistent with the American Society of Addiction Medicine's national practice guidelines for the treatment of opioid use disorder including Medication-Assisted Treatment (MAT) with any medication approved for this purpose by the U.S. Food and Drug Administration through Opioid Treatment Programs, qualified providers of Office-Based Opioid Treatment, Federally Qualified Health Centers, treatment offered in conjunction with justice system programs, or other community-based programs offering evidence-based addiction treatment. This may include capital expenditures for facilities that offer evidence-based treatment for OUD. (If only a portion of a facility offers such treatment, then only that portion qualifies for funding, on a pro rata basis.)
- 3. **Recovery support services.** Fund evidence-based recovery support services, including peer support specialists or care navigators based in local health departments, social service offices, detention facilities, community-based organizations, or other settings that support people in treatment or recovery, or people who use drugs, in accessing addiction treatment, recovery support, harm reduction services, primary healthcare, or other services or supports they need to improve their health or well-being.
- 4. **Recovery housing support.** Fund programs offering recovery housing support to people in treatment or recovery, or people who use drugs, such as assistance with rent, move-in deposits, or utilities; or fund recovery housing programs that provide housing to individuals receiving Medication-Assisted Treatment for opioid use disorder.
- 5. Employment-related services. Fund programs offering employment support services to people in treatment or recovery, or people who use drugs, such as job training, job skills, job placement, interview coaching, resume review, professional attire, relevant courses at community colleges or vocational schools, transportation services or transportation vouchers to facilitate any of these activities, or similar services or supports.
- 6. **Early intervention.** Fund programs, services, or training to encourage early identification and intervention for children or adolescents who may be struggling with problematic use of drugs or mental health conditions, including Youth Mental Health

First Aid, peer-based programs, or similar approaches. Training programs may target parents, family members, caregivers, teachers, school staff, peers, neighbors, health or human services professionals, or others in contact with children or adolescents.

- 7. **Naloxone distribution.** Support programs or organizations that distribute naloxone to persons at risk of overdose or their social networks, such as Syringe Service Programs, post-overdose response teams, programs that provide naloxone to persons upon release from jail or prison, emergency medical service providers or hospital emergency departments that provide naloxone to persons at risk of overdose, or community-based organizations that provide services to people who use drugs. Programs or organizations involved in community distribution of naloxone may, in addition, provide naloxone to first responders.
- 8. **Post-overdose response team.** Support post-overdose response teams that connect persons who have experienced non-fatal drug overdoses to addiction treatment, recovery support, harm reduction services, primary healthcare, or other services or supports they need to improve their health or well-being.
- 9. Syringe Service Program. Support Syringe Service Programs operated by any governmental or nongovernmental organization authorized by section 90-113.27 of the North Carolina General Statutes that provide syringes, naloxone, or other harm reduction supplies; that dispose of used syringes; that connect clients to prevention, treatment, recovery support, behavioral healthcare, primary healthcare, or other services or supports they need; or that provide any of these services or supports.
- 10. **Criminal justice diversion programs.** Support pre-arrest or post-arrest diversion programs, or pre-trial service programs, that connect individuals involved or at risk of becoming involved in the criminal justice system to addiction treatment, recovery support, harm reduction services, primary healthcare, prevention, or other services or supports they need, or that provide any of these services or supports.
- 11. Addiction treatment for incarcerated persons. Support evidence-based addiction treatment, including Medication-Assisted Treatment with at least one FDA-approved opioid agonist, to persons who are incarcerated in jail or prison.
- 12. **Reentry Programs.** Support programs that connect incarcerated persons to addiction treatment, recovery support, harm reduction services, primary healthcare, or other services or supports they need upon release from jail or prison, or that provide any of these services or supports.

EXHIBIT B TO NC MOA: Additional Opioid Remediation Activities ("OPTION B" List)

This list shall be automatically updated to match the list of approved strategies in the most recent National Settlement Agreement.

PART ONE: TREATMENT

A. TREAT OPIOID USE DISORDER (OUD)

Support treatment of Opioid Use Disorder (OUD) and any co-occurring Substance Use Disorder or Mental Health (SUD/MH) conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:¹

1. Expand availability of treatment for OUD and any co-occurring SUD/MH conditions, including all forms of Medication-Assisted Treatment (MAT) approved by the U.S. Food and Drug Administration.

2. Support and reimburse evidence-based services that adhere to the American Society of Addiction Medicine (ASAM) continuum of care for OUD and any co-occurring SUD/MH conditions.

3. Expand telehealth to increase access to treatment for OUD and any co-occurring SUD/MH conditions, including MAT, as well as counseling, psychiatric support, and other treatment and recovery support services.

4. Improve oversight of Opioid Treatment Programs (OTPs) to assure evidence-based or evidenceinformed practices such as adequate methadone dosing and low threshold approaches to treatment.

5. Support mobile intervention, treatment, and recovery services, offered by qualified professionals and service providers, such as peer recovery coaches, for persons with OUD and any co-occurring SUD/MH conditions and for persons who have experienced an opioid overdose.

6. Treatment of trauma for individuals with OUD (e.g., violence, sexual assault, human trafficking, or adverse childhood experiences) and family members (e.g., surviving family members after an overdose or overdose fatality), and training of health care personnel to identify and address such trauma.

7. Support evidence-based withdrawal management services for people with OUD and any cooccurring mental health conditions.

¹ As used in this Exhibit B, words like "expand," "fund," "provide" or the like shall not indicate a preference for new or existing programs.

8. Training on MAT for health care providers, first responders, students, or other supporting professionals, such as peer recovery coaches or recovery outreach specialists, including telementoring to assist community-based providers in rural or underserved areas.

9. Support workforce development for addiction professionals who work with persons with OUD and any co-occurring SUD/MH conditions.

10. Fellowships for addiction medicine specialists for direct patient care, instructors, and clinical research for treatments.

11. Scholarships and supports for behavioral health practitioners or workers involved in addressing OUD and any co-occurring SUD or mental health conditions, including but not limited to training, scholarships, fellowships, loan repayment programs, or other incentives for providers to work in rural or underserved areas.

12. Provide funding and training for clinicians to obtain a waiver under the federal Drug Addiction Treatment Act of 2000 (DATA 2000) to prescribe MAT for OUD, and provide technical assistance and professional support to clinicians who have obtained a DATA 2000 waiver.

13. Dissemination of web-based training curricula, such as the American Academy of Addiction Psychiatry's Provider Clinical Support Service-Opioids web-based training curriculum and motivational interviewing.

14. Development and dissemination of new curricula, such as the American Academy of Addiction Psychiatry's Provider Clinical Support Service for Medication-Assisted Treatment.

B. SUPPORT PEOPLE IN TREATMENT AND RECOVERY

Support people in treatment for or recovery from OUD and any co-occurring SUD/MH conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Provide comprehensive wrap-around services to individuals with OUD and any co-occurring SUD/MH conditions, including housing, transportation, education, job placement, job training, or childcare.

2. Provide the full continuum of care of treatment and recovery services for OUD and any cooccurring SUD/MH conditions, including supportive housing, peer support services and counseling, community navigators, case management, and connections to community-based services.

3. Provide counseling, peer-support, recovery case management and residential treatment with access to medications for those who need it to persons with OUD and any co-occurring SUD/MH conditions.

4. Provide access to housing for people with OUD and any co-occurring SUD/MH conditions, including supportive housing, recovery housing, housing assistance programs, training for housing providers, or recovery housing programs that allow or integrate FDA-approved medication with other support services.

5. Provide community support services, including social and legal services, to assist in deinstitutionalizing persons with OUD and any co-occurring SUD/MH conditions.

6. Support or expand peer-recovery centers, which may include support groups, social events, computer access, or other services for persons with OUD and any co-occurring SUD/MH conditions.

7. Provide or support transportation to treatment or recovery programs or services for persons with OUD and any co-occurring SUD/MH conditions.

8. Provide employment training or educational services for persons in treatment for or recovery from OUD and any co-occurring SUD/MH conditions.

9. Identify successful recovery programs such as physician, pilot, and college recovery programs, and provide support and technical assistance to increase the number and capacity of high-quality programs to help those in recovery.

10. Engage non-profits, faith-based communities, and community coalitions to support people in treatment and recovery and to support family members in their efforts to support the person with OUD in the family.

11. Training and development of procedures for government staff to appropriately interact and provide social and other services to individuals with or in recovery from OUD, including reducing stigma.

12. Support stigma reduction efforts regarding treatment and support for persons with OUD, including reducing the stigma on effective treatment.

13. Create or support culturally appropriate services and programs for persons with OUD and any co-occurring SUD/MH conditions, including new Americans.

14. Create and/or support recovery high schools.

15. Hire or train behavioral health workers to provide or expand any of the services or supports listed above.

C. CONNECT PEOPLE WHO NEED HELP TO THE HELP THEY NEED (CONNECTIONS TO CARE)

Provide connections to care for people who have – or at risk of developing – OUD and any cooccurring SUD/MH conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Ensure that health care providers are screening for OUD and other risk factors and know how to appropriately counsel and treat (or refer if necessary) a patient for OUD treatment.

2. Fund Screening, Brief Intervention and Referral to Treatment (SBIRT) programs to reduce the transition from use to disorders, including SBIRT services to pregnant women who are uninsured or not eligible for Medicaid.

3. Provide training and long-term implementation of SBIRT in key systems (health, schools, colleges, criminal justice, and probation), with a focus on youth and young adults when transition from misuse to opioid disorder is common.

4. Purchase automated versions of SBIRT and support ongoing costs of the technology.

5. Expand services such as navigators and on-call teams to begin MAT in hospital emergency departments.

6. Training for emergency room personnel treating opioid overdose patients on post-discharge planning, including community referrals for MAT, recovery case management or support services.

7. Support hospital programs that transition persons with OUD and any co-occurring SUD/MH conditions, or persons who have experienced an opioid overdose, into clinically-appropriate follow-up care through a bridge clinic or similar approach.

8. Support crisis stabilization centers that serve as an alternative to hospital emergency departments for persons with OUD and any co-occurring SUD/MH conditions or persons that have experienced an opioid overdose.

9. Support the work of Emergency Medical Systems, including peer support specialists, to connect individuals to treatment or other appropriate services following an opioid overdose or other opioid-related adverse event.

10. Provide funding for peer support specialists or recovery coaches in emergency departments, detox facilities, recovery centers, recovery housing, or similar settings; offer services, supports, or connections to care to persons with OUD and any co-occurring SUD/MH conditions or to persons who have experienced an opioid overdose.

11. Expand warm hand-off services to transition to recovery services.

12. Create or support school-based contacts that parents can engage with to seek immediate treatment services for their child; and support prevention, intervention, treatment, and recovery programs focused on young people.

13. Develop and support best practices on addressing OUD in the workplace.

14. Support assistance programs for health care providers with OUD.

15. Engage non-profits and the faith community as a system to support outreach for treatment.

16. Support centralized call centers that provide information and connections to appropriate services and supports for persons with OUD and any co-occurring SUD/MH conditions.

D. ADDRESS THE NEEDS OF CRIMINAL-JUSTICE-INVOLVED PERSONS

Address the needs of persons with OUD and any co-occurring SUD/MH conditions who are involved in, are at risk of becoming involved in, or are transitioning out of the criminal justice

system through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Support pre-arrest or pre-arraignment diversion and deflection strategies for persons with OUD and any co-occurring SUD/MH conditions, including established strategies such as:

a. Self-referral strategies such as the Angel Programs or the Police Assisted Addiction Recovery Initiative (PAARI);

b. Active outreach strategies such as the Drug Abuse Response Team (DART) model;

c. "Naloxone Plus" strategies, which work to ensure that individuals who have received naloxone to reverse the effects of an overdose are then linked to treatment programs or other appropriate services;

d. Officer prevention strategies, such as the Law Enforcement Assisted Diversion (LEAD) model;

e. Officer intervention strategies such as the Leon County, Florida Adult Civil Citation Network or the Chicago Westside Narcotics Diversion to Treatment Initiative; or

f. Co-responder and/or alternative responder models to address OUD-related 911 calls with greater SUD expertise.

2. Support pre-trial services that connect individuals with OUD and any co-occurring SUD/MH conditions to evidence-informed treatment, including MAT, and related services.

3. Support treatment and recovery courts that provide evidence-based options for persons with OUD and any co-occurring SUD/MH conditions.

4. Provide evidence-informed treatment, including MAT, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions who are incarcerated in jail or prison.

5. Provide evidence-informed treatment, including MAT, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions who are leaving jail or prison, have recently left jail or prison, are on probation or parole, are under community corrections supervision, or are in re-entry programs or facilities.

6. Support critical time interventions (CTI), particularly for individuals living with dual-diagnosis OUD/serious mental illness, and services for individuals who face immediate risks and service needs and risks upon release from correctional settings.

7. Provide training on best practices for addressing the needs of criminal-justice-involved persons with OUD and any co-occurring SUD/MH conditions to law enforcement, correctional, or judicial personnel or to providers of treatment, recovery, harm reduction, case management, or other services offered in connection with any of the strategies described in this section.

E. ADDRESS THE NEEDS OF PREGNANT OR PARENTING WOMEN AND THEIR FAMILIES, INCLUDING BABIES WITH NEONATAL ABSTINENCE SYNDROME

Address the needs of pregnant or parenting women with OUD and any co-occurring SUD/MH conditions, and the needs of their families, including babies with neonatal abstinence syndrome (NAS), through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Support evidence-based or evidence-informed treatment, including MAT, recovery services and supports, and prevention services for pregnant women – or women who could become pregnant – who have OUD and any co-occurring SUD/MH conditions, and other measures to educate and provide support to families affected by Neonatal Abstinence Syndrome.

2. Expand comprehensive evidence-based treatment and recovery services, including MAT, for uninsured women with OUD and any co-occurring SUD/MH conditions for up to 12 months postpartum.

3. Training for obstetricians or other healthcare personnel that work with pregnant women and their families regarding treatment of OUD and any co-occurring SUD/MH conditions.

4. Expand comprehensive evidence-based treatment and recovery support for NAS babies; expand services for better continuum of care with infant-need dyad; expand long-term treatment and services for medical monitoring of NAS babies and their families.

5. Provide training to health care providers who work with pregnant or parenting women on best practices for compliance with federal requirements that children born with Neonatal Abstinence Syndrome get referred to appropriate services and receive a plan of safe care.

6. Child and family supports for parenting women with OUD and any co-occurring SUD/MH conditions.

7. Enhanced family supports and child care services for parents with OUD and any co-occurring SUD/MH conditions.

8. Provide enhanced support for children and family members suffering trauma as a result of addiction in the family; and offer trauma-informed behavioral health treatment for adverse childhood events.

9. Offer home-based wrap-around services to persons with OUD and any co-occurring SUD/MH conditions, including but not limited to parent skills training.

10. Support for Children's Services – Fund additional positions and services, including supportive housing and other residential services, relating to children being removed from the home and/or placed in foster care due to custodial opioid use.

F. PREVENT OVER-PRESCRIBING AND ENSURE APPROPRIATE PRESCRIBING AND DISPENSING OF OPIOIDS

PART TWO: PREVENTION

Support efforts to prevent over-prescribing and ensure appropriate prescribing and dispensing of opioids through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Fund medical provider education and outreach regarding best prescribing practices for opioids consistent with Guidelines for Prescribing Opioids for Chronic Pain from the U.S. Centers for Disease Control and Prevention, including providers at hospitals (academic detailing).

2. Training for health care providers regarding safe and responsible opioid prescribing, dosing, and tapering patients off opioids.

3. Continuing Medical Education (CME) on appropriate prescribing of opioids.

4. Support for non-opioid pain treatment alternatives, including training providers to offer or refer to multi-modal, evidence-informed treatment of pain.

5. Support enhancements or improvements to Prescription Drug Monitoring Programs (PDMPs), including but not limited to improvements that:

a. Increase the number of prescribers using PDMPs;

b. Improve point-of-care decision-making by increasing the quantity, quality, or format of data available to prescribers using PDMPs, by improving the interface that prescribers use to access PDMP data, or both; or

c. Enable states to use PDMP data in support of surveillance or intervention strategies, including MAT referrals and follow-up for individuals identified within PDMP data as likely to experience OUD in a manner that complies with all relevant privacy and security laws and rules.

6. Ensuring PDMPs incorporate available overdose/naloxone deployment data, including the United States Department of Transportation's Emergency Medical Technician overdose database in a manner that complies with all relevant privacy and security laws and rules.

7. Increase electronic prescribing to prevent diversion or forgery.

8. Educate Dispensers on appropriate opioid dispensing.

G. PREVENT MISUSE OF OPIOIDS

Support efforts to discourage or prevent misuse of opioids through evidence-based or evidenceinformed programs or strategies that may include, but are not limited to, the following:

- 1. Fund media campaigns to prevent opioid misuse.
- 2. Corrective advertising or affirmative public education campaigns based on evidence.
- 3. Public education relating to drug disposal.
- 4. Drug take-back disposal or destruction programs.
- 5. Fund community anti-drug coalitions that engage in drug prevention efforts.

6. Support community coalitions in implementing evidence-informed prevention, such as reduced social access and physical access, stigma reduction – including staffing, educational campaigns, support for people in treatment or recovery, or training of coalitions in evidence-informed implementation, including the Strategic Prevention Framework developed by the U.S. Substance Abuse and Mental Health Services Administration (SAMHSA).

7. Engage non-profits and faith-based communities as systems to support prevention.

8. Fund evidence-based prevention programs in schools or evidence-informed school and community education programs and campaigns for students, families, school employees, school athletic programs, parent-teacher and student associations, and others.

9. School-based or youth-focused programs or strategies that have demonstrated effectiveness in preventing drug misuse and seem likely to be effective in preventing the uptake and use of opioids.

10. Create or support community-based education or intervention services for families, youth, and adolescents at risk for OUD and any co-occurring SUD/MH conditions.

11. Support evidence-informed programs or curricula to address mental health needs of young people who may be at risk of misusing opioids or other drugs, including emotional modulation and resilience skills.

12. Support greater access to mental health services and supports for young people, including services and supports provided by school nurses, behavioral health workers or other school staff, to address mental health needs in young people that (when not properly addressed) increase the risk of opioid or other drug misuse.

H. PREVENT OVERDOSE DEATHS AND OTHER HARMS (HARM REDUCTION)

Support efforts to prevent or reduce overdose deaths or other opioid-related harms through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Increase availability and distribution of naloxone and other drugs that treat overdoses for first responders, overdose patients, individuals with OUD and their friends and family members, individuals at high risk of overdose, schools, community navigators and outreach workers, persons being released from jail or prison, or other members of the general public.

2. Public health entities that provide free naloxone to anyone in the community.

3. Training and education regarding naloxone and other drugs that treat overdoses for first responders, overdose patients, patients taking opioids, families, schools, community support groups, and other members of the general public.

4. Enable school nurses and other school staff to respond to opioid overdoses, and provide them with naloxone, training, and support.

5. Expand, improve, or develop data tracking software and applications for overdoses/naloxone revivals.

6. Public education relating to emergency responses to overdoses.

7. Public education relating to immunity and Good Samaritan laws.

8. Educate first responders regarding the existence and operation of immunity and Good Samaritan laws.

9. Syringe service programs and other evidence-informed programs to reduce harms associated with intravenous drug use, including supplies, staffing, space, peer support services, referrals to treatment, fentanyl checking, connections to care, and the full range of harm reduction and treatment services provided by these programs.

10. Expand access to testing and treatment for infectious diseases such as HIV and Hepatitis C resulting from intravenous opioid use.

11. Support mobile units that offer or provide referrals to harm reduction services, treatment, recovery supports, health care, or other appropriate services to persons that use opioids or persons with OUD and any co-occurring SUD/MH conditions.

12. Provide training in harm reduction strategies to health care providers, students, peer recovery coaches, recovery outreach specialists, or other professionals that provide care to persons who use opioids or persons with OUD and any co-occurring SUD/MH conditions.

13. Support screening for fentanyl in routine clinical toxicology testing.

PART THREE: OTHER STRATEGIES

I. FIRST RESPONDERS

In addition to items in sections C, D, and H of this Exhibit relating to first responders, support the following:

1. Educate law enforcement or other first responders regarding appropriate practices and precautions when dealing with fentanyl or other drugs.

2. Provision of wellness and support services for first responders and others who experience secondary trauma associated with opioid-related emergency events.

12.b

J. LEADERSHIP, PLANNING AND COORDINATION

Support efforts to provide leadership, planning, coordination, facilitation, training and technical assistance to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, the following:

1. Statewide, regional, local, or community regional planning to identify root causes of addiction and overdose, goals for reducing harms related to the opioid epidemic, and areas and populations with the greatest needs for treatment intervention services; to support training and technical assistance; or to support other strategies to abate the opioid epidemic described in this opioid abatement strategy list.

2. A dashboard to share reports, recommendations, or plans to spend Opioid Settlement Funds; to show how Opioid Settlement Funds have been spent; to report program or strategy outcomes; or to track, share, or visualize key opioid-related or health-related indicators and supports as identified through collaborative statewide, regional, local, or community processes.

3. Invest in infrastructure or staffing at government or not-for-profit agencies to support collaborative, cross-system coordination with the purpose of preventing overprescribing, opioid misuse, or opioid overdoses, treating those with OUD and any co-occurring SUD/MH conditions, supporting them in treatment or recovery, connecting them to care, or implementing other strategies to abate the opioid epidemic described in this opioid abatement strategy list.

4. Provide resources to staff government oversight and management of opioid abatement programs.

K. TRAINING

In addition to the training referred to throughout this document, support training to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, the following:

1. Provide funding for staff training or networking programs and services to improve the capability of government, community, and not-for-profit entities to abate the opioid crisis.

2. Support infrastructure and staffing for collaborative cross-system coordination to prevent opioid misuse, prevent overdoses, and treat those with OUD and any co-occurring SUD/MH conditions, or implement other strategies to abate the opioid epidemic described in this opioid abatement strategy list (e.g., health care, primary care, pharmacies, PDMPs, etc.).

L. RESEARCH

Support opioid abatement research that may include, but is not limited to, the following:

1. Monitoring, surveillance, data collection, and evaluation of programs and strategies described in this opioid abatement strategy list.

2. Research non-opioid treatment of chronic pain.

3. Research on improved service delivery for modalities such as SBIRT that demonstrate promising but mixed results in populations vulnerable to opioid use disorders.

4. Research on novel harm reduction and prevention efforts such as the provision of fentanyl test strips.

5. Research on innovative supply-side enforcement efforts such as improved detection of mailbased delivery of synthetic opioids.

6. Expanded research on swift/certain/fair models to reduce and deter opioid misuse within criminal justice populations that build upon promising approaches used to address other substances (e.g. Hawaii HOPE and Dakota 24/7).

7. Epidemiological surveillance of OUD-related behaviors in critical populations including individuals entering the criminal justice system, including but not limited to approaches modeled on the Arrestee Drug Abuse Monitoring (ADAM) system.

8. Qualitative and quantitative research regarding public health risks and harm reduction opportunities within illicit drug markets, including surveys of market participants who sell or distribute illicit opioids.

9. Geospatial analysis of access barriers to MAT and their association with treatment engagement and treatment outcomes.

EXHIBIT C to NC MOA: COLLABORATIVE STRATEGIC PLANNING PROCESS UNDER OPTION B

	ACTIVITY NAME	ACTIVITY DETAIL	CONTENT OF REPORT & RECOMMENDATIONS
А	Engage diverse stakeholders	Engage diverse stakeholders, per "ITEM A DETAIL" below, throughout the collaborative strategic planning process	Report on stakeholder engagement per "ITEM A DETAIL" below
В	Designate facilitator	Designate a person or entity to facilitate the strategic collaborative planning process. Consider a trained, neutral facilitator.	Identify the facilitator
С	Build upon any related planning	Report any related planning efforts you will build upon or coordinate with	
D	Agree on shared vision	Agree on a shared vision for positive community change, considering how strategic investments of Opioid Settlement Funds have the potential to improve community health and well-being and address root causes of addiction, drug misuse, overdose, and related issues	Report on shared vision for positive community change
Е	Identify key indicator(s)	Identify one or more population-level measures to monitor in order to gauge progress towards the shared vision. (The NC Opioid Action Plan Data Dashboard contains several such measures.)	Report on the key indicators selected
F	Identify and explore root causes	Explore root causes of addiction, drug misuse, overdose, and related issues in the community, using quantitative data as well as stakeholder narratives, community voices, the stories of those with lived experience, or similar qualitative information	Report on root causes as described
G			Identify and evaluate potential strategies
		Report on survey of and gaps in existing efforts	
Ι	Prioritize strategies	Prioritize strategies, taking into account your shared vision, analysis of root causes, evaluation of each strategy, and analysis of gaps in existing efforts	Report on prioritization of strategies
J	Identify goals, measures, and evaluation plan	For each strategy (or favored strategy), develop goals and an evaluation plan that includes at least one process measure (How much did you do?), at least one quality measure (How well did you do it?), and at least one outcome measure (Is anyone better off?)	Report on goals, measures, and evaluation plan for each chosen strategy
K	Consider ways to align strategies	For each potential strategy identified (or for favored strategies), consider opportunities to braid Opioid Settlement Funds with other funding streams; develop regional solutions; form strategic partnerships; or to pursue other creative solutions	Report on opportunities to align strategies as described
L	Identify organizations	Identify organizations and agencies with responsibility to implement each strategy; and identify the human, material, and capital resources to implement each strategy	Identify organizations and needs to implement each strategy

М	Develop budgets and timelines	Develop a detailed global budget for each strategy with anticipated expenditures, along with timelines for completing components of each strategy	Report budgets and timelines for each strategy
N	Offer recommen- dations	Offer recommendations to local governing body (e.g., the county board, city council, or other local governing body)	Report recommendations to governing body
		ITEM A DETAIL: STAKEHOLDER INVOLVEME	NT
	STAKE- HOLDERS	DESCRIPTION	CONTENT OF REPORT & RECOMMENDATIONS
A- 1	Local officials	County and municipal officials, such as those with responsibility over public health, social services, and emergency services	Report stakeholder involvement (who and how involved in process)
A- 2	Healthcare providers	Hospitals and health systems, addiction professionals and other providers of behavioral health services, medical professionals, pharmacists, community health centers, medical safety net providers, and other healthcare providers	same as above
A- 3	Social service providers	Providers of human services, social services, housing services, and community health services such as harm reduction, peer support, and recovery support services	same
A- 4	Education and employment service providers	Educators, such as representatives of K-12 schools, community colleges, and universities; and those providing vocational education, job skills training, or related employment services	same
A- 5	Payers and funders	Health care payers and funders, such as managed care organizations, prepaid health plans, LME-MCOs, private insurers, and foundations	same
A- 6	Law enforcement	Law enforcement and corrections officials	same
A- 7	Employers	Employers and business leaders	same
A- 8	Community groups	Community groups, such as faith communities, community coalitions that address drug misuse, groups supporting people in recovery, youth leadership organizations, and grassroots community organizations	same
A- 9	Stakeholders with "lived experience"	Stakeholders with "lived experience," such as people with addiction, people who use drugs, people in medication-assisted or other treatment, people in recovery, people with criminal justice involvement, and family members or loved ones of the individuals just listed	same
A- 10	Stakeholders reflecting diversity of community	Stakeholders who represent the racial, ethnic, economic, and cultural diversity of the community, such as people of color, Native Americans, members of the LGBTQ community, and members of traditionally unrepresented or underrepresented groups	same

Attachment: Final Opioid MOA_ (Resolution-MOA for Distribution of Opioid Settlement Funds)

EXHIBIT D TO NC MOA: COORDINATION GROUP

COMPOSITION

The Coordination Group shall consist of the following twelve members:

Five Local Government Representatives

- Four appointed by the North Carolina Association of County Commissioners including:
 - One county commissioner
 - One county manager
 - One county attorney
 - One county local health director or consolidated human services director
- One municipal manager appointed by the North Carolina League of Municipalities

Four Experts Appointed by the Department of Health and Human Services

• Four appointed by the Secretary of the Department of Health and Human Services, having relevant experience or expertise with programs or policies to address the opioid epidemic, or with behavioral health, public health, health care, harm reduction, social services, or emergency services.

One Expert Appointed by the Attorney General

• One appointed by the Attorney General of North Carolina from the North Carolina Department of Justice or another state agency, having drug policy or behavioral health experience or expertise.

Two Experts Appointed by Legislative Leaders

- One representative from the University of North Carolina School of Government with relevant expertise appointed by the Speaker of the North Carolina House of Representatives.
- One representative from the board or staff of the North Carolina Institute of Medicine with relevant expertise appointed by the President Pro Tem of the North Carolina Senate.

The coordination group may appoint a non-voting administrator to convene meetings and facilitate the work of the coordination group. The administrator will not be paid from the Opioid Settlement Funds distributed under this MOA.

Appointees shall have relevant experience or expertise with programs or policies to address the opioid epidemic, behavioral health, public health, health care, social services, emergency services, harm reduction, management of local government, or other relevant areas.

Those responsible for making appointments to the coordination group are encouraged to appoint individuals who reflect the diversity of North Carolina, taking into consideration the need for geographic diversity; urban and rural perspectives; representation of people of color and traditionally underrepresented groups; and the experience and perspective of persons with "lived experience." Those responsible for making appointments may appoint a successor or replace a member at any time. Members of the coordination group serve until they resign or are replaced by the appointer. Eight members of the coordination group constitutes a quorum.

RESPONSIBILITIES

- a. As provided in **Section F.2** of the MOA, where no compliance audit would be required under the Federal Single Audit Act of 1984 for expenditures of Opioid Settlement Funds, a compliance audit shall be required under a compliance supplement established by a vote of at least 8 members of the coordination group. The compliance supplement shall address, at least, procedures for determining:
 - i. Whether the Local Government followed the procedural requirements of the MOA in ordering the expenditures.
 - Whether the Local Government's expenditures matched one of the types of opioid-related expenditures listed in Exhibit A of the MOA (if the Local Government selected Option A) or Exhibit B of the MOA (if the Local Government selected Option B).
 - iii. Whether the Local Government followed the reporting requirements in the MOA.
 - iv. Whether the Local Government (or sub-recipient of any grant or loan, if applicable) utilized the awarded funds for their stated purpose, consistent with this MOA and other relevant standards.
 - v. Which processes (such as sampling) shall be used:
 - i. To keep the costs of the audit at reasonable levels; and
 - ii. Tailor audit requirements for differing levels of expenditures among different counties.
- b. The coordination group may, by a vote of at least 8 members, propose amendments to the MOA as discussed in **Section H** of the MOA or modify any of the following:
 - i. The high-impact strategies discussed in **Section E.5** of the MOA and described in **Exhibit A** to the MOA;
 - ii. The collaborative strategic planning process discussed in **Section E.5** of the MOA and described in **Exhibit C** to the MOA;
 - iii. The annual financial report discussed in **Section F.4** of the MOA and described in **Exhibit E** to the MOA;
 - iv. The impact information discussed in **Section F.4** of the MOA and described in **Exhibit F** to the MOA; or
 - v. Other information reported to the statewide opioid dashboard.

- c. The coordination group may, by consensus or by vote of a majority of members present and voting, work with the parties to this MOA, the North Carolina Association of County Commissioners, the North Carolina League of Municipalities, other associations, foundations, non-profits, and other government or nongovernment entities to provide support to Local Governments in their efforts to effectuate the goals and implement the terms of this MOA. Among other activities, the coordination group may coordinate, facilitate, support, or participate in any of the following activities:
 - i. Providing assistance to Local Governments in identifying, locating, collecting, analyzing, or reporting data used to help address the opioid epidemic or related challenges, including data referred to in **Exhibit F**;
 - ii. Developing resources or providing training or technical assistance to support Local Governments in addressing the opioid epidemic and carrying out the terms of this MOA;
 - iii. Developing pilot programs, trained facilitators, or other resources to support the collaborative strategic planning process described in this MOA;
 - iv. Developing and implementing a voluntary learning collaborative among Local Governments and others to share best practices in carrying out the terms of this MOA and addressing the opioid epidemic, including in-person or virtual convenings or connections;
 - v. Developing voluntary leadership training programs for local officials on strategies to address the opioid epidemic, opportunities for Local Governments to harness the ongoing transition to value-based healthcare, and other relevant topics;
 - vi. Taking other actions that support Local Governments in their efforts to effectuate the goals and implement the terms of this MOA but do not in any way change the terms of this MOA or the rights or obligations of parties to this MOA.

EXHIBIT E TO NC MOA: ANNUAL FINANCIAL REPORT

Each annual financial report must include the following financial information:

- 1. The amount of Opioid Settlement Funds in the special revenue fund at the beginning of the fiscal year (July 1).
- 2. The amount of Opioid Settlement Funds received during the fiscal year.
- 3. The amount of Opioid Settlement Funds disbursed or applied during the fiscal year, broken down by funded strategy (with any permissible common costs prorated among strategies).
- 4. The amount of Opioid Settlement Funds used to cover audit costs as provided in Section F.3 of this MOA.
- 5. The amount of Opioid Settlement Funds in the special revenue fund at the end of the fiscal year (June 30).

All Local Governments that receive two-tenths of one percent (0.2 percent) or more of the total Local Government Allocation as listed in **Exhibit G** shall provide the following additional information:

- 6. For all Opioid Settlement Funds disbursed or applied during the fiscal year as reported in item 3 above, a single breakdown of the total amount disbursed or applied for all funded strategies during the fiscal year into the following categories:
 - a. Human resource expenditures.
 - b. Subcontracts, grants, or other payments to sub-recipients involved in implementing of the funded strategies listed item 4 above.
 - c. Operational expenditures.
 - d. Capital expenditures.
 - e. Other expenditures.
- 7. With respect to item 6.b above, the Local Government shall provide the following information for any sub-recipient that receives ten percent or more of the total amount that the Local Government disbursed or applied during the fiscal year:
 - a. The name of the sub-recipient.
 - b. The amount received by the sub-recipient during the fiscal year.
 - c. A very brief description of the goods, services, or other value provided by the sub-recipient (for example, "addiction treatment services" or "peer-support services" or "syringe service program" or "naloxone purchase").

The coordination group may clarify or modify specifications for this annual financial report as provided in Exhibit D.

Attachment: Final Opioid MOA_ (Resolution-MOA for Distribution of Opioid Settlement Funds)

12.b

EXHIBIT F TO NC MOA: IMPACT INFORMATION

Within 90 days of the end of any fiscal year in which a Local Government expends Opioid Settlement Funds, the Local Government shall report impact information for each strategy that it funded with Opioid Settlement Funds during that fiscal year ("funded strategy"), using the STANDARD FORM or the SHORT FORM for each funded strategy.

The STANDARD FORM is recommended to all Local Governments for all funded strategies. However, Local Governments may use the SHORT FORM as follows:

- All Local Governments that receive less than 0.2 percent (two-tenths of one percent) of the total Local Government Allocation as shown on Exhibit G may use the SHORT FORM for all funded strategies.
- All Local Governments that receive 0.2 percent (two-tenths of one percent) or more but less than 0.3 percent (three-tenths of one percent) of the total Local Government Allocation as shown on Exhibit G must use the STANDARD FORM for the funded strategy that received the largest amount of settlement funds during the fiscal year and may use the SHORT FORM for all other funded strategies.
- All Local Governments that receive 0.3 percent (three-tenths of one percent) or more but less than 0.4 percent (four-tenths of one percent) of the total Local Government Allocation as shown on Exhibit G must use the STANDARD FORM for the two funded strategies that received the largest amount of settlement funds during the fiscal year and may use the SHORT FORM for all other funded strategies.

STANDARD FORM

- 1. County or municipality and fiscal year covered by this report.
- 2. Name, title, and organization of person completing this report.
- 3. Name of funded strategy, letter and/or number of funded strategy on **Exhibit A** or **Exhibit B** to the MOA, and number and date of resolution(s) authorizing expenditure of settlement funds on funded strategy.
- 4. <u>Brief progress report</u> describing the funded strategy and progress made during the fiscal year. Recommended length: approximately one page (250 words).
- 5. **Brief success story** from a person who has benefitted from the strategy (de-identified unless the person has agreed in writing to be identified). Recommended length: approximately one page (250 words).
- 6. One or more process measures, addressing the question, "How much did you do?" Examples: number of persons enrolled, treated, or served; number of participants trained; units of naloxone or number of syringes distributed.
- 7. One or more quality measures, addressing the question, "How well did you do it?" Examples: percentage of clients referred to care or engaged in care; percentage of staff with



certification, qualification, or lived experience; level of client or participant satisfaction shown in survey data.

- 8. <u>One or more outcome measures</u>, addressing the question, "Is anyone better off?" Examples: number or percentage of clients with stable housing or employment; self-reported measures of client recovery capital, such as overall well-being, healthy relationships, or ability to manage affairs; number or percentage of formerly incarcerated clients receiving community services or supports within X days of leaving jail or prison.
- 9. In connection with items 6, 7, and 8 above, <u>demographic information</u> on the participation or performance of people of color and other historically marginalized groups.

The State will provide counties and municipalities with recommended measures and sources of data for common opioid remediation strategies such as those listed in **Exhibit A**.

Counties or municipalities that have engaged in collaborative strategic planning are encouraged to use the measures for items 6 through 8 above identified through that process.

SHORT FORM

- 1. County or municipality and fiscal year covered by this report.
- 2. Name, title, and organization of person completing this report.
- 3. Name of funded strategy, letter and/or number of funded strategy on **Exhibit A** or **Exhibit B** to the MOA, and number and date of resolution(s) authorizing expenditure of settlement funds on strategy.
- 4. <u>Brief progress report</u> describing the funded strategy and progress made on the funded strategy during the fiscal year. Recommended length: approximately one-half to one page (125-250 words).

EXHIBIT G TO NC MOA: LOCAL GOVERNMENT ALLOCATION PROPORTIONS

Counties:

Alamance	1.378028967612490%
Alexander	0.510007879580514%
Alleghany	0.149090598929352%
Anson	0.182192960366522%
Ashe	0.338639188321974%
Avery	0.265996766935006%
Beaufort	0.477888434887858%
Bertie	0.139468575095652%
Bladen	0.429217809476617%
Brunswick	2.113238507591200%
Buncombe	2.511587857322730%
Burke	2.090196827047270%
Cabarrus	1.669573446626000%
Caldwell	1.276301146194650%
Camden	0.073036400412663%
Carteret	1.128465593852300%
Caswell	0.172920237524674%
Catawba	2.072695222699690%
Chatham	0.449814383077585%
Cherokee	0.782759152904478%
Chowan	0.113705596126821%
Clay	0.224429948904576%
Cleveland	1.119928027749120%
Columbus	1.220936938986050%
Craven	1.336860190247190%
Cumberland	2.637299659634610%
Currituck	0.186778551294444%
Dare	0.533126731273811%
Davidson	1.940269530393250%
Davie	0.513147526867745%
Duplin	0.382785147396895%
Durham	1.797994362444460%
Edgecombe	0.417101939026669%
Forsyth	3.068450809484740%
Franklin	0.500503643290578%
Gaston	3.098173886907710%
Gates	0.079567516632414%
Graham	0.183484561708488%
Granville	0.590103409340146%

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Greene	0.123274818647799%
Guilford	3.375015231147900%
Halifax	0.453161173976264%
Harnett	0.988980772198890%
Haywood	0.803315110111045%
Henderson	1.381595087040930%
Hertford	0.206843050128754%
Hoke	0.332485804570157%
Hyde	0.027237354085603%
Iredell	2.115931374540020%
Jackson	0.507757731330674%
Johnston	1.250887468217670%
Jones	0.087966986994631%
Lee	0.653115683614534%
Lenoir	0.604282592625687%
Lincoln	0.926833627125253%
Macon	0.466767666100745%
Madison	0.237776496104888%
Martin	0.232882220579515%
McDowell	0.587544576492856%
Mecklenburg	5.038301259920550%
Mitchell	0.309314151564137%
Montgomery	0.226050543041193%
Moore	0.971739112775481%
Nash	0.845653639635102%
New Hanover	2.897264892001010%
Northampton	0.120996238921878%
Onslow	1.644001364710850%
Orange	1.055839419023090%
Pamlico	0.119936151028001%
Pasquotank	0.374816210815334%
Pender	0.585749331860312%
Perquimans	0.111833180344914%
Person	0.403024296727131%
Pitt	1.369008066415930%
Polk	0.266142985954851%
Randolph	1.525433986174180%
Richmond	0.749132839979529%
Robeson	1.359735343574080%
Rockingham	1.365368837477560%
Rowan	2.335219287913370%
Rutherford	0.928941617994687%
Sampson	0.619513740526226%
Scotland	0.449148274209402%
Southing	0.11911027120910270

Stanly	0.724974208589555%
Stokes	0.623953112434303%
Surry	1.410826706091650%
Swain	0.281162928604502%
Transylvania	0.497595509451435%
Tyrrell	0.041440907207785%
Union	1.466702679869700%
Vance	0.536258255282162%
Wake	4.902455667205510%
Warren	0.106390583495122%
Washington	0.074770720453604%
Watauga	0.469675799939888%
Wayne	0.970699333078804%
Wilkes	1.997177160589100%
Wilson	0.646470841490459%
Yadkin	0.562147145073638%
Yancey	0.382114976889272%

Municipalities:

Asheville	0.235814724255298%
Canton	0.011453823221205%
Cary	0.144151645370137%
Charlotte	1.247483814366830%
Concord	0.227455870287483%
Durham	0.380405026684971%
Fayetteville	0.309769055181433%
Gastonia	0.257763823789835%
Greensboro	0.527391696384329%
Greenville	0.162656474659432%
Henderson	0.032253478794181%
Hickory	0.094875835682315%
High Point	0.206428762905859%
Jacksonville	0.095009869783840%
Raleigh	0.566724612722679%
Wilmington	0.119497493968465%
Winston-Salem	0.494459923803644%

DISTRIBUTOR SETTLEMENT AGREEMENT

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DISTRIBUTOR SETTLEMENT AGREEMENT

This Settlement Agreement, dated as of July 21, 2021 (the "*Agreement*"), sets forth the terms of settlement between and among the Settling States, the Settling Distributors, and the Participating Subdivisions (as those terms are defined below). Upon satisfaction of the conditions set forth in <u>Section II</u> and <u>Section VIII</u>, this Agreement will be binding on all Settling States, Settling Distributors, and Participating Subdivisions. This Agreement will then be filed as part of Consent Judgments in the respective courts of each of the Settling States, pursuant to the terms set forth in <u>Section VIII</u>.

I. Definitions

For all sections of this Agreement except $\underline{\text{Exhibit } E}$ and $\underline{\text{Exhibit } P}$, the following definitions apply:

A. *"Abatement Accounts Fund."* The component of the Settlement Fund described in <u>Section V.E.</u>

B. "*Additional Restitution Amount*." The amount available to Settling States listed on Exhibit N totaling \$282,692,307.70.

C. *"Agreement."* This agreement, as set forth above. For the avoidance of doubt, this Agreement is inclusive of all exhibits.

D. "Alleged Harms." The alleged past, present, and future financial, societal, and public nuisance harms and related expenditures arising out of the alleged misuse and abuse of Products, non-exclusive examples of which are described in the documents listed on Exhibit A, that have allegedly arisen as a result of the physical and bodily injuries sustained by individuals suffering from opioid-related addiction, abuse, death, and other related diseases and disorders, and that have allegedly been caused by the Settling Distributors.

E. "Allocation Statute." A state law that governs allocation, distribution, and/or use of some or all of the Settlement Fund amounts allocated to that State and/or its Subdivisions. In addition to modifying the allocation set forth in <u>Section V.D.2</u>, an Allocation Statute may, without limitation, contain a Statutory Trust, further restrict expenditures of funds, form an advisory committee, establish oversight and reporting requirements, or address other default provisions and other matters related to the funds. An Allocation Statute is not required to address all three (3) types of funds comprising the Settlement Fund or all default provisions.

F. "Annual Payment." The total amount payable to the Settlement Fund Administrator by the Settling Distributors on the Payment Date each year, as calculated by the Settlement Fund Administrator pursuant to <u>Section IV.B.1.e</u>. For the avoidance of doubt, this term does not include the Additional Restitution Amount or amounts paid pursuant to <u>Section X</u>.

G. "Appropriate Official." As defined in <u>Section XIV.F.3</u>.

H. *"Bankruptcy Code.*" Title 11 of the United States Code, 11 U.S.C. § 101, et seq.

I. "Bar." Either: (1) a law barring Subdivisions in a State from maintaining Released Claims against Released Entities (either through a direct bar or through a grant of authority to release claims and the exercise of such authority in full) or (2) a ruling by the highest court of the State (or, in a State with a single intermediate court of appeals, the intermediate court of appeals when not subject to further review by the highest court of the State) setting forth the general principle that Subdivisions in the State may not maintain any Released Claims against Released Entities, whether on the ground of this Agreement (or the release in it) or otherwise. For the avoidance of doubt, a law or ruling that is conditioned or predicated upon payment by a Released Entity (apart from the Annual Payments by Settling Distributors under this Agreement) shall not constitute a Bar.

J. "*Case-Specific Resolution.*" Either: (1) a law barring the Subdivision at issue from maintaining any Released Claims against any Released Entities (either through a direct bar or through a grant of authority to release claims and the exercise of such authority in full); or (2) a ruling by a court of competent jurisdiction over the Subdivision at issue that the Subdivision may not maintain any Released Claims at issue against any Released Entities, whether on the ground of this Agreement (or the release in it) or otherwise. For the avoidance of doubt, a law or ruling that is conditioned or predicated upon payment by a Released Entity (apart from the Annual Payments by Settling Distributors under this Agreement) shall not constitute a Case-Specific Resolution.

"Claim." Any past, present or future cause of action, claim for relief, cross-Κ. claim or counterclaim, theory of liability, demand, derivative claim, request, assessment, charge, covenant, damage, debt, lien, loss, penalty, judgment, right, obligation, dispute, suit, contract, controversy, agreement, parens patriae claim, promise, performance, warranty, omission, or grievance of any nature whatsoever, whether legal, equitable, statutory, regulatory or administrative, whether arising under federal, state or local common law, statute, regulation, guidance, ordinance or principles of equity, whether filed or unfiled, whether asserted or unasserted, whether known or unknown, whether accrued or unaccrued, whether foreseen, unforeseen or unforeseeable, whether discovered or undiscovered, whether suspected or unsuspected, whether fixed or contingent, and whether existing or hereafter arising, in all such cases, including, but not limited to, any request for declaratory, injunctive, or equitable relief, compensatory, punitive, or statutory damages, absolute liability, strict liability, restitution, abatement, subrogation, contribution, indemnity, apportionment, disgorgement, reimbursement, attorney fees, expert fees, consultant fees, fines, penalties, expenses, costs or any other legal, equitable, civil, administrative, or regulatory remedy whatsoever.

L. *"Claim-Over.*" A Claim asserted by a Non-Released Entity against a Released Entity on the basis of contribution, indemnity, or other claim-over on any theory relating to a Non-Party Covered Conduct Claim asserted by a Releasor.

M. "*Compensatory Restitution Amount.*" The aggregate amount paid or incurred by the Settling Distributors hereunder other than amounts paid as attorneys' fees and costs or identified pursuant to <u>Section V.B.2</u> as being used to pay attorneys' fees, investigation costs or litigation costs.

N. "*Consent Judgment*." A state-specific consent judgment in a form to be agreed by the Settling States and the Settling Distributors prior to the Initial Participation Date that, among other things, (1) approves this Agreement and (2) provides for the release set forth in <u>Section XI.A</u>, including the dismissal with prejudice of any Released Claims that the Settling State has brought against Released Entities.

0. "Covered Conduct." Any actual or alleged act, failure to act, negligence, statement, error, omission, breach of any duty, conduct, event, transaction, agreement, misstatement, misleading statement or other activity of any kind whatsoever from the beginning of time through the Reference Date (and any past, present, or future consequence of any such act, failure to act, negligence, statement, error, omission, breach of duty, conduct, event, transaction, agreement, misstatement, misleading statement or other activity) relating in any way to (1) the discovery, development, manufacture, packaging, repackaging, marketing, promotion, advertising, labeling, recall, withdrawal, distribution, delivery, monitoring, reporting, supply, sale, prescribing, dispensing, physical security, warehousing, use or abuse of, or operating procedures relating to, any Product, or any system, plan, policy or advocacy relating to any Product or class of Products, including, but not limited to, any unbranded promotion, marketing, programs, or campaigns relating to any Product or class of Products; (2) the characteristics, properties, risks, or benefits of any Product; (3) the reporting, disclosure, non-reporting or nondisclosure to federal, state or other regulators of orders placed with any Released Entity; or (4) diversion control programs or suspicious order monitoring; *provided*, *however*, that as to any Claim that a Releasor has brought or could bring, Covered Conduct does not include noncompliance with statutory or administrative supply security standards concerning cleanliness of facilities or stopping counterfeit products, so long as such standards apply to the storage and distribution of both controlled and non-controlled pharmaceuticals.

P. "Designated State." New York.

Q. *"Effective Date.*" The date sixty (60) calendar days after the Reference Date.

R. *"Enforcement Committee.*" A committee consisting of representatives of the Settling States and of the Participating Subdivisions. <u>Exhibit B</u> contains the organizational bylaws of the Enforcement Committee. Notice pursuant to <u>Section XIV.Q</u> shall be provided when there are changes in membership or contact information.

S. *"Final Order."* An order or judgment of a court of competent jurisdiction with respect to the applicable subject matter (1) which has not been reversed or superseded by a modified or amended order, is not currently stayed, and as to which any right to appeal or seek certiorari, review, reargument, stay, or rehearing has expired, and as to which no appeal or petition for certiorari, review, reargument, stay, or rehearing is pending, or (2) as to which an appeal has been taken or petition for certiorari, review, reargument, stay, or rehearing is pending, or (2) as to which an appeal has been taken or petition for certiorari, review, reargument, stay, or rehearing has been filed and (a) such appeal or petition for certiorari, review, reargument, stay, or rehearing has been resolved by the highest court to which the order or judgment was appealed or from which certiorari, review, reargument, stay, or rehearing has expired and no such further or seek certiorari, review, reargument, stay, or rehearing has expired and no such further appeal or petition for certiorari, review, reargument, stay, or rehearing has expired and no such further appeal or petition for certiorari, review, reargument, stay, or rehearing has expired and no such further appeal or petition for certiorari, review, reargument, stay, or rehearing has expired and no such further appeal or petition for certiorari, review, reargument, stay, or rehearing has expired and no such further appeal or petition for certiorari, review, reargument, stay, or rehearing has expired and no such further appeal or petition for certiorari, review, reargument, stay, or rehearing has expired and no such further appeal or petition for certiorari, review, reargument, stay, or rehearing is pending.

T. *"Global Settlement Abatement Amount."* The abatement amount of \$19,045,384,616.

U. *"Global Settlement Amount."* The Global Settlement Amount is \$21 billion, which shall be divided into the Global Settlement Abatement Amount, the Additional Restitution Amount, and the Global Settlement Attorney Fee Amount.

V. *"Global Settlement Attorney Fee Amount."* The attorney fee amount of \$1,671,923,077.

"Incentive Payment A." The incentive payment described in Section IV.F.1.
"Incentive Payment B." The incentive payment described in Section IV.F.2.
"Incentive Payment C." The incentive payment described in Section IV.F.3.
"Incentive Payment D." The incentive payment described in <u>Section IV.F.4</u> .

AA. "Incentive Payment Final Eligibility Date." With respect to a Settling State, the date that is the earlier of (1) the fifth Payment Date, (2) the date of completion of opening statements in a trial of any action brought by a Subdivision in that State that includes a Released Claim against a Released Entity when such date is more than two (2) years after the Effective Date, or (3) two (2) years after the Effective Date in the event a trial of an action brought by a Subdivision in that State that includes a Released Claim against a Released Entity began after the Effective Date in the event a trial of an action brought by a Subdivision in that State that includes a Released Claim against a Released Entity began after the Initial Participation Date but before two (2) years after the Effective Date.

BB. *"Initial Participating Subdivision.*" A Subdivision that meets the requirements set forth in <u>Section VII.D</u>.

CC. "*Initial Participation Date.*" The date one hundred twenty (120) calendar days after the Preliminary Agreement Date, unless it is extended by written agreement of the Settling Distributors and the Enforcement Committee.

DD. *"Injunctive Relief Terms.*" The terms described in <u>Section III</u> and set forth in <u>Exhibit P</u>.

EE. "Later Litigating Subdivision." A Subdivision (or Subdivision official asserting the right of or for the Subdivision to recover for alleged harms to the Subdivision and/or the people thereof) that: (1) first files a lawsuit bringing a Released Claim against a Released Entity after the Trigger Date; or (2) adds a Released Claim against a Released Entity after the Trigger Date; or (2) adds a Released Claim against a Released Entity after the Trigger Date to a lawsuit brought before the Trigger Date that, prior to the Trigger Date, did not include any Released Claims against a Released Entity; or (3) (a) was a Litigating Subdivision whose Released Claims against Released Entities were resolved by a legislative Bar or legislative Case-Specific Resolution as of the Trigger Date, (b) such legislative Bar or legislative Case-Specific Resolution is subject to a Revocation Event after the Trigger Date, and (c) the earlier of the date of completion of opening statements in a trial in an action brought by a Subdivision in that State that includes a Released Claim against a Released Entity or one hundred eighty (180) days from the Revocation Event passes without a Bar or Case-Specific

Resolution being implemented as to that Litigating Subdivision or the Litigating Subdivision's Released Claims being dismissed; or (4) (a) was a Litigating Subdivision whose Released Claims against Released Entities were resolved by a judicial Bar or judicial Case-Specific Resolution as of the Trigger Date, (b) such judicial Bar or judicial Case-Specific Resolution is subject to a Revocation Event after the Trigger Date, and (c) such Litigating Subdivision takes any action in its lawsuit asserting a Released Claim against a Released Entity other than seeking a stay or dismissal.

FF. *"Later Participating Subdivision."* A Participating Subdivision that is not an Initial Participating Subdivision, but meets the requirements set forth in <u>Section VII.E</u>.

GG. *"Litigating Subdivision."* A Subdivision (or Subdivision official) that brought any Released Claim against any Released Entity prior to the Trigger Date; *provided*, *however*, that a Subdivision (or Subdivision official) that is a Prior Litigating Subdivision shall not be considered a Litigating Subdivision. <u>Exhibit C</u> is an agreed list of all Litigating Subdivisions. <u>Exhibit C</u> will be updated (including with any corrections) periodically, and a final version of <u>Exhibit C</u> will be attached hereto as of the Reference Date.

HH. *"National Arbitration Panel."* The panel comprised as described in <u>Section</u> <u>VI.F.2.b</u>.

II. "National Disputes." As defined in Section VI.F.2.a.

JJ. "*Net Abatement Amount.*" The Global Settlement Abatement Amount as reduced by the Tribal/W. Va. Subdivision Credit.

KK. "Net Settlement Prepayment Amount." As defined in <u>Section IV.J.1</u>.

LL. *"Non-Litigating Subdivision.*" Any Subdivision that is neither a Litigating Subdivision nor a Later Litigating Subdivision.

MM. *"Non-Participating Subdivision."* Any Subdivision that is not a Participating Subdivision.

NN. *"Non-Party Covered Conduct Claim.*" A Claim against any Non-Released Entity involving, arising out of, or related to Covered Conduct (or conduct that would be Covered Conduct if engaged in by a Released Entity).

OO. *"Non-Party Settlement.*" A settlement by any Releasor that settles any Non-Party Covered Conduct Claim and includes a release of any Non-Released Entity.

PP. "Non-Released Entity." An entity that is not a Released Entity.

QQ. *"Non-Settling State.*" Any State that is not a Settling State.

RR. *"Offset Cap.*" The per-State dollar amount which the dollar-for-dollar offset described in <u>Section XII.A</u> cannot exceed in a Payment Year, to be calculated by multiplying the

amount of the relevant Annual Payment apportioned to the State and to its Subdivisions for that Payment Year by the percentage for the applicable Participation Tier as set forth in <u>Exhibit D</u>.

SS. "Opioid Remediation." Care, treatment, and other programs and expenditures (including reimbursement for past such programs or expenditures¹ except where this Agreement restricts the use of funds solely to future Opioid Remediation) designed to (1) address the misuse and abuse of opioid products, (2) treat or mitigate opioid use or related disorders, or (3) mitigate other alleged effects of, including on those injured as a result of, the opioid epidemic. <u>Exhibit E</u> provides a non-exhaustive list of expenditures that qualify as being paid for Opioid Remediation. Qualifying expenditures may include reasonable related administrative expenses.

TT. "Opioid Tax." Any tax, assessment, license fee, surcharge or any other fee (other than a fixed prospective excise tax or similar tax or fee that has no restriction on pass-through) imposed by a State on a Settling Distributor on the sale, transfer or distribution of opioid products; *provided*, *however*, that neither the Excise Tax on sale of Opioids, Article 20-D of New York's Tax Law nor the Opioid Stewardship Act, Article 33, Title 2-A of New York's Public Health Law shall be considered an Opioid Tax for purposes of this Agreement.

UU. "Overall Allocation Percentage." A Settling State's percentage as set forth in Exhibit F. The aggregate Overall Allocation Percentages of all States (including Settling States) and Non-Settling States) shall equal one hundred percent (100%).

VV. *"Participating Subdivision."* Any Subdivision that meets the requirements for becoming a Participating Subdivision under <u>Section VII.B</u> and <u>Section VII.C</u>. Participating Subdivisions include both Initial Participating Subdivisions and Later Participating Subdivisions.

WW. *"Participation Tier."* The level of participation in this Agreement as determined pursuant to <u>Section VIII.C</u> using the criteria set forth in <u>Exhibit H</u>.

XX. "Parties." The Settling Distributors and the Settling States (each, a "Party").

YY. *"Payment Date.*" The date on which the Settling Distributors make the Annual Payment pursuant to <u>Section IV.B</u>.

ZZ. "Payment Year." The calendar year during which the applicable Annual Payment is due pursuant to <u>Section IV.B</u>. Payment Year 1 is 2021, Payment Year 2 is 2022 and so forth. References to payment "for a Payment Year" mean the Annual Payment due during that year. References to eligibility "for a Payment Year" mean eligibility in connection with the Annual Payment due during that year.

AAA. "*Preliminary Agreement Date.*" The date on which the Settling Distributors are to inform the Settling States of their determination whether the condition in <u>Section II.B</u> has been satisfied. The Preliminary Agreement Date shall be no more than fourteen (14) calendar days after the end of the notice period to States, unless it is extended by written agreement of the Settling Distributors and the Enforcement Committee.

¹ Reimbursement includes amounts paid to any governmental entities for past expenditures or programs.

BBB. "Prepayment Notice." As defined in <u>Section IV.J.1</u>.

CCC. "*Primary Subdivision*." A Subdivision that is a General Purpose Government (including, but not limited to, a municipality, county, county subdivision, city, town, township, parish, village, borough, gore, or any other entities that provide municipal-type government) with population over 10,000; *provided, however*, that as used in connection with Incentive Payment C, the population threshold is 30,000. Attached as <u>Exhibit I</u> is an agreed list of the Primary Subdivisions in each State.

DDD. "Prior Litigating Subdivision" A Subdivision (or Subdivision official) that brought any Released Claim against any Released Entity prior to the Trigger Date and all such Released Claims were separately settled or finally adjudicated prior to the Trigger Date; provided, however, that if the final adjudication was pursuant to a Bar, such Subdivision shall not be considered a Prior Litigating Subdivision. Notwithstanding the prior sentence, the Settling Distributors and the Settling State of the relevant Subdivision may agree in writing that the Subdivision shall not be considered a Prior Litigating Subdivision.

EEE. "Product." Any chemical substance, whether used for medicinal or nonmedicinal purposes, and whether natural, synthetic, or semi-synthetic, or any finished pharmaceutical product made from or with such substance, that is: (1) an opioid or opiate, as well as any product containing any such substance; or (2) benzodiazepine, carisoprodol, or gabapentin; or (3) a combination or "cocktail" of chemical substances prescribed, sold, bought, or dispensed to be used together that includes opioids or opiates. "Product" shall include, but is not limited to, any substance consisting of or containing buprenorphine, codeine, fentanyl, hydrocodone, hydromorphone, meperidine, methadone, morphine, oxycodone, oxymorphone, tapentadol, tramadol, opium, heroin, carfentanil, diazepam, estazolam, guazepam, alprazolam, clonazepam, oxazepam, flurazepam, triozolam, temazepam, midazolam, carisoprodol, gabapentin, or any variant of these substances or any similar substance. Notwithstanding the foregoing, nothing in this section prohibits a Settling State from taking administrative or regulatory action related to benzodiazepine (including, but not limited to, diazepam, estazolam, quazepam, alprazolam, clonazepam, oxazepam, flurazepam, triozolam, temazepam, and midazolam), carisoprodol, or gabapentin that is wholly independent from the use of such drugs in combination with opioids, provided such action does not seek money (including abatement and/or remediation) for conduct prior to the Effective Date.

FFF. *"Reference Date.*" The date on which the Settling Distributors are to inform the Settling States of their determination whether the condition in <u>Section VIII</u> has been satisfied. The Reference Date shall be no later than thirty (30) calendar days after the Initial Participation Date, unless it is extended by written agreement of the Settling Distributors and the Enforcement Committee.

GGG. "*Released Claims*." Any and all Claims that directly or indirectly are based on, arise out of, or in any way relate to or concern the Covered Conduct occurring prior to the Reference Date. Without limiting the foregoing, Released Claims include any Claims that have been asserted against a Settling Distributor by any Settling State or Litigating Subdivision in any federal, state, or local action or proceeding (whether judicial, arbitral, or administrative) based on, arising out of, or relating to, in whole or in part, the Covered Conduct, or any such Claims that could be or could have been asserted now or in the future in those actions or in any comparable action or proceeding brought by a State, Subdivision, or Releasor (whether or not such State, Subdivision, or Releasor has brought such action or proceeding). Released Claims also include all Claims asserted in any proceeding to be dismissed pursuant to this Agreement, whether or not such claims relate to Covered Conduct. The Parties intend that this term, "Released Claims," be interpreted broadly. This Agreement does not release Claims by private individuals. It is the intent of the Parties that Claims by private individuals be treated in accordance with applicable law. Released Claims is also used herein to describe claims brought by a Later Litigating Subdivision or other non-party Subdivision that would have been Released Claims if they had been brought by a Releasor against a Released Entity.

HHH. "Released Entities." With respect to Released Claims, the Settling Distributors and (1) all past and present subsidiaries, divisions, predecessors, successors, and assigns (in each case, whether direct or indirect) of each Settling Distributor; (2) all past and present subsidiaries and divisions (in each case, whether direct or indirect) of any entity described in subsection (1); (3) the respective past and present officers, directors, members, trustees, and employees of any of the foregoing (each for actions that occurred during and related to their work for, or employment with, any of the Settling Distributors or the foregoing entities); (4) all past and present joint ventures (whether direct or indirect) of each Settling Distributor or its subsidiaries, including in any Settling Distributor or subsidiary's capacity as a participating member in such joint venture; (5) all direct or indirect parents and shareholders of the Settling Distributors (solely in their capacity as parents or shareholders of the applicable Settling Distributor with respect to Covered Conduct); and (6) any insurer of any Settling Distributor or any person or entity otherwise described in subsections (1)-(5) (solely in its role as insurer of such person or entity and subject to the last sentence of Section XI.B). Any person or entity described in subsections (3)-(6) shall be a Released Entity solely in the capacity described in such clause and shall not be a Released Entity with respect to its conduct in any other capacity. For the avoidance of doubt, CVS Health Corp., Walgreens Boots Alliance, Inc., and Walmart Inc. (collectively, the "Pharmacies") are not Released Entities, nor are their direct or indirect past or present subsidiaries, divisions, predecessors, successors, assigns, joint ventures, shareholders, officers, directors, members, trustees, or employees (shareholders, officers, directors, members, trustees, and employees for actions related to their work for, employment with, or involvement with the Pharmacies) Released Entities. Notwithstanding the prior sentence, any joint venture or past or present subsidiary of a Settling Distributor is a Released Entity, including any joint venture between a Settling Distributor or any Settling Distributor's subsidiary and a Pharmacy (or any subsidiary of a Pharmacy); provided, however, that any joint venture partner of a Settling Distributor or a Settling Distributor's subsidiary is not a Released Entity unless it falls within subsections (1)-(6) above. Lists of Settling Distributors' subsidiaries, joint ventures, and predecessor entities are appended to this Agreement as Exhibit J. With respect to joint ventures (including predecessor entities), only entities listed on Exhibit J are Released Entities. With respect to wholly-owned subsidiaries (including predecessor entities), Exhibit J represents a good faith effort by the Settling Distributors to list all such entities, but any and all wholly-owned subsidiaries (including predecessor entities) of any Settling Distributor are Released Entities, whether or not they are listed on Exhibit J. For the avoidance of doubt, any entity acquired, or joint venture entered into, by a Settling Distributor after the Reference Date is not a Released Entity.

III. "Releasors." With respect to Released Claims, (1) each Settling State; (2) each Participating Subdivision; and (3) without limitation and to the maximum extent of the power of each Settling State's Attorney General and/or Participating Subdivision to release Claims, (a) the Settling State's and Participating Subdivision's departments, agencies, divisions, boards, commissions, Subdivisions, districts, instrumentalities of any kind and attorneys, including its Attorney General, and any person in his or her 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, (b) any public entities, public instrumentalities, public educational institutions, unincorporated districts, fire districts, irrigation districts, and other Special Districts in a Settling State, and (c) any person or entity acting in a parens patriae, sovereign, quasisovereign, private attorney general, qui tam, taxpayer, or other capacity seeking relief on behalf of or generally applicable to the general public with respect to a Settling State or Subdivision in a Settling State, whether or not any of them participate in this Agreement. The inclusion of a specific reference to a type of entity in this definition shall not be construed as meaning that the entity is not a Subdivision. Each Settling State's Attorney General represents that he or she has or has obtained (or will obtain no later than the Initial Participation Date) the authority set forth in Section XI.F. In addition to being a Releasor as provided herein, a Participating Subdivision shall also provide the Subdivision Settlement Participation Form referenced in Section VII providing for a release to the fullest extent of the Participating Subdivision's authority.

JJJ. "*Revocation Event.*" With respect to a Bar, Settlement Class Resolution, or Case-Specific Resolution, a revocation, rescission, reversal, overruling, or interpretation that in any way limits the effect of such Bar, Settlement Class Resolution, or Case-Specific Resolution on Released Claims, or any other action or event that otherwise deprives the Bar, Settlement Class Resolution, or Case-Specific Resolution of force or effect in any material respect.

KKK. "Settlement Class Resolution." A class action resolution in a court of competent jurisdiction in a Settling State (that is not successfully removed to federal court) with respect to a class of Subdivisions in that State that (1) conforms with that Settling State's statutes, case law, and rules of procedure regarding class actions; (2) is approved and entered as an order of a court of competent jurisdiction in that State and such order has become a Final Order; (3) is binding on all Non-Participating Subdivisions in that State (other than opt outs as permitted under the next sentence); (4) provides that all such Non-Participating Subdivisions may not bring any Released Claims against any Released Entities, whether on the ground of this Agreement (or the releases herein) or otherwise; and (5) does not impose any costs or obligations on Settling Distributors other than those provided for in this Agreement, or contain any provision inconsistent with any provision of this Agreement. If applicable state law requires that opt-out rights be afforded to members of the class, a class action resolution otherwise meeting the foregoing requirements shall qualify as a Settlement Class Resolution unless Subdivisions collectively representing more than one percent (1%) of the total population of that State opt out. In seeking certification of any Settlement Class, the applicable State and Participating Subdivisions shall make clear that certification is sought solely for settlement purposes and shall have no applicability beyond approval of the settlement for which certification is sought. Nothing in this Agreement constitutes an admission by any Party that class certification would be appropriate for litigation purposes in any case or for purposes unrelated to this Agreement.

LLL. *"Settlement Fund."* The interest-bearing fund established pursuant to this Agreement into which the Annual Payments are made under <u>Section IV</u>.

MMM. "Settlement Fund Administrator." The entity that annually determines the Annual Payment (including calculating Incentive Payments pursuant to <u>Section IV</u> and any amounts subject to suspension, offset, or reduction pursuant to <u>Section XII</u> and <u>Section XIII</u>), annually determines the Participation Tier pursuant to <u>Section VIII.C</u>, administers the Settlement Fund, and distributes amounts into the Abatement Accounts Fund, State Fund, and Subdivision Fund pursuant to this Agreement. The duties of the Settlement Fund Administrator shall be governed by this Agreement. Prior to the Initial Participation Date, the Settling Distributors and the Enforcement Committee shall agree to selection and removal processes for and the identity of the Settlement Fund Administrator, and a detailed description of the Settlement Fund Administrator's duties and responsibilities, including a detailed mechanism for paying the Settlement Fund Administrator's fees and costs, all of which shall be appended to the Agreement as <u>Exhibit L</u>.

NNN. *"Settlement Fund Escrow."* The interest-bearing escrow fund established pursuant to this Agreement to hold disputed or suspended payments made under this Agreement, and to hold the first Annual Payment until the Effective Date.

OOO. *"Settlement Payment Schedule.*" The schedule attached to this Agreement as <u>Exhibit M</u>.

PPP. "Settlement Prepayment." As defined in <u>Section IV.J.1</u>.

QQQ. "Settlement Prepayment Reduction Schedule." As defined in <u>Section IV.J.1</u>.

RRR. "Settling Distributors." McKesson Corporation, Cardinal Health, Inc., and AmerisourceBergen Corporation (each, a "Settling Distributor").

SSS. *"Settling State.*" A State that has entered into this Agreement with all Settling Distributors and delivers executed releases in accordance with <u>Section VIII.A</u>.

TTT. "*State*." With the exception of West Virginia, which has addressed its claims separately and is excluded from participation in this Agreement, the states, commonwealths, and territories of the United States of America, as well as the District of Columbia. The 55 States are listed in <u>Exhibit F</u>. Additionally, the use of non-capitalized "state" to describe something (*e.g.*, "state court") shall also be read to include parallel entities in commonwealths, territories, and the District of Columbia (*e.g.*, "territorial court").

UUU. *"State Fund."* The component of the Settlement Fund described in <u>Section V.C.</u>

VVV. *"State-Subdivision Agreement.*" An agreement that a Settling State reaches with the Subdivisions in that State regarding the allocation, distribution, and/or use of funds allocated to that State and to its Subdivisions. A State-Subdivision Agreement shall be effective if approved pursuant to the provisions of <u>Exhibit O</u> or if adopted by statute. Preexisting agreements addressing funds other than those allocated pursuant to this Agreement shall qualify

if the approval requirements of <u>Exhibit O</u> are met. A State and its Subdivisions may revise a State-Subdivision Agreement if approved pursuant to the provisions of <u>Exhibit O</u>, or if such revision is adopted by statute.

WWW. "Statutory Trust." A trust fund established by state law to receive funds allocated to a Settling State's Abatement Accounts Fund and restrict any expenditures made using funds from such Settling State's Abatement Accounts Fund to Opioid Remediation, subject to reasonable administrative expenses. A State may give a Statutory Trust authority to allocate one (1) or more of the three (3) types of funds comprising such State's Settlement Fund, but this is not required.

XXX. "Subdivision." Any (1) General Purpose Government (including, but not limited to, a municipality, county, county subdivision, city, town, township, parish, village, borough, gore, or any other entities that provide municipal-type government), School District, or Special District within a State, and (2) any other subdivision or subdivision official or sub-entity of or located within a State (whether political, geographical or otherwise, whether functioning or non-functioning, regardless of population overlap, and including, but not limited to, Nonfunctioning Governmental Units and public institutions) that has filed a lawsuit that includes a Released Claim against a Released Entity in a direct, *parens patriae*, or any other capacity. "General Purpose Government," "School District," and "Special District" shall correspond to the "five basic types of local governments" recognized by the U.S. Census Bureau and match the 2017 list of Governmental Units.² The three (3) General Purpose Governments are county, municipal, and township governments; the two (2) special purpose governments are School Districts and Special Districts.³ "Fire District," "Health District," "Hospital District," and "Library District" shall correspond to categories of Special Districts recognized by the U.S. Census Bureau.⁴ References to a State's Subdivisions or to a Subdivision "in," "of," or "within" a State include Subdivisions located within the State even if they are not formally or legally a sub-entity of the State; provided, however, that a "Health District" that includes any of the following words or phrases in its name shall not be considered a Subdivision: mosquito, pest, insect, spray, vector, animal, air quality, air pollution, clean air, coastal water, tuberculosis, and sanitary.

YYY. *"Subdivision Allocation Percentage.*" The portion of a Settling State's Subdivision Fund set forth in <u>Exhibit G</u> that a Subdivision will receive pursuant to <u>Section V.C</u> or <u>Section V.D</u> if it becomes a Participating Subdivision. The aggregate Subdivision Allocation

⁴ A list of 2017 Government Units provided by the Census Bureau identifies 38,542 Special Districts and

² https://www.census.gov/data/datasets/2017/econ/gus/public-use-files.html

³ *E.g.*, U.S. Census Bureau, "Technical Documentation: 2017 Public Use Files for State and Local Government Organization" at 7 (noting that "the Census Bureau recognizes five basic types of local governments," that three of those are "general purpose governments" (county governments, municipal governments, and township governments), and that the other two are "school district and special district governments"), https://www2.census.gov/programs-surveys/gus/datasets/2017/2017_gov_org_meth_tech_doc.pdf.

categorizes them by "FUNCTION_NAME." "Govt_Units_2017_Final" spreadsheet, "Special District" sheet, included in "Independent Governments - list of governments with reference information,"

https://www.census.gov/data/datasets/2017/econ/gus/public-use-files.html. As used herein, "Fire District" corresponds to Special District function name "24 – Local Fire Protection," "Health District" corresponds to Special District function name "32 – Health," "Hospital District" corresponds to Special District function name "40 – Hospitals," and "Library District" corresponds to Special District function name "52 – Libraries." *See id.*

Percentage of all Subdivisions receiving a Subdivision Allocation Percentage in each State shall equal one hundred percent (100%). Immediately upon the effectiveness of any State-Subdivision Agreement, Allocation Statute, Statutory Trust, or voluntary redistribution allowed by Section V.D.3 (or upon the effectiveness of an amendment to any State-Subdivision Agreement, Allocation Statute, Statutory Trust, or voluntary redistribution allowed by Section V.D.3) that addresses allocation from the Subdivision Fund, or upon any, whether before or after the Initial Participation Date, Exhibit G will automatically be amended to reflect the allocation from the Subdivision Fund pursuant to the State-Subdivision Agreement, Allocation Statute, Statutory Trust, or voluntary redistribution allowed by Section V.D.3. The Subdivision Allocation Percentages contained in Exhibit G may not change once notice is distributed pursuant to Section VII.A, except upon the effectiveness of any State-Subdivision Agreement, Allocation Statute, Statutory Trust, or voluntary redistribution allowed by Section V.D.3 (or upon the effectiveness of an amendment to any State-Subdivision Agreement, Allocation Statute, Statutory Trust, or voluntary redistribution allowed by Section V.D.3) that addresses allocation from the Subdivision Fund. For the avoidance of doubt, no Subdivision not listed on Exhibit G shall receive an allocation from the Subdivision Fund and no provision of this Agreement shall be interpreted to create such an entitlement.

ZZZ. *"Subdivision Fund."* The component of the Settlement Fund described in <u>Section V.C.</u>

AAAA. *"Subdivision Settlement Participation Form."* The form attached as <u>Exhibit K</u> that Participating Subdivisions must execute and return to the Settlement Fund Administrator.

BBBB. *"Suspension Amount."* The amount calculated as follows: the per capita amount corresponding to the applicable Participation Tier as set forth in <u>Exhibit D</u> multiplied by the population of the Later Litigating Subdivision.

CCCC. "Suspension Cap." The amount calculated as follows: the suspension percentage corresponding to the applicable Participation Tier as set forth in <u>Exhibit D</u> multiplied by the amount of the relevant Annual Payment apportioned to the State of the Later Litigating Subdivision and to Subdivisions in that State in each year of the suspension.

DDDD. "Suspension Deadline." With respect to a lawsuit filed by a Later Litigating Subdivision asserting a Released Claim, the deadline set forth in <u>Exhibit D</u> corresponding to the applicable Participation Tier.

EEEE. "*Threshold Motion*." A motion to dismiss or equivalent dispositive motion made at the outset of litigation under applicable procedure. A Threshold Motion must include as potential grounds for dismissal any applicable Bar or the relevant release by a Settling State or Participating Subdivision provided under this Agreement and, where appropriate under applicable law, any applicable limitations defense.

FFFF. *"Tribal/W. Va. Subdivision Credit."* The Tribal/W. Va. Subdivision Credit shall equal 2.58% of the Global Settlement Abatement Amount.

GGGG. *"Trigger Date.*" In the case of a Primary Subdivision, the Reference Date. In the case of all other Subdivisions, the Preliminary Agreement Date.

II. Participation by States and Condition to Preliminary Agreement

A. *Notice to States*. On July 22, 2021 this Agreement shall be distributed to all States. The States' Attorneys General shall then have a period of thirty (30) calendar days to decide whether to become Settling States. States that determine to become Settling States shall so notify the National Association of Attorneys General and Settling Distributors and shall further commit to obtaining any necessary additional State releases prior to the Reference Date. This notice period may be extended by written agreement of the Settling Distributors and the Enforcement Committee.

B. *Condition to Preliminary Agreement*. Following the notice period set forth in <u>Section II.A</u> above, the Settling Distributors shall determine on or before the Preliminary Agreement Date whether, in their sole discretion, enough States have agreed to become Settling States to proceed with notice to Subdivisions as set forth in <u>Section VII</u> below. If the Settling Distributors determine that this condition has been satisfied, and that notice to the Litigating Subdivisions should proceed, they will so notify the Settling States by providing notice to the Enforcement Committee and Settlement Fund Administrator on the Preliminary Agreement Date. If the Settling Distributors determine that this condition has not been satisfied, they will so notify the Settling States by providing notice to the Enforcement Committee and Settlement Fund Administrator on the Preliminary Agreement Fund Administrator, and this Agreement will have no further effect and all releases and other commitments or obligations contained herein will be void.

C. *Later Joinder by States*. After the Preliminary Agreement Date, a State may only become a Settling State with the consent of the Settling Distributors, in their sole discretion. If a State becomes a Settling State more than sixty (60) calendar days after the Preliminary Agreement Date, but on or before January 1, 2022, the Subdivisions in that State that become Participating Subdivisions within ninety (90) calendar days of the State becoming a Settling State shall be considered Initial Participating Subdvisions. A State may not become a Settling State after January 1, 2022.

D. *Litigation Activity*. Following the Preliminary Agreement Date, States that determine to become Settling States shall make best efforts to cease litigation activity against Settling Distributors, including by jointly seeking stays or severance of claim against the Settling Distributors, where feasible, and otherwise to minimize such activity by means of agreed deadline extensions and agreed postponement of depositions, document productions, and motion practice if a motion to stay or sever is not feasible or is denied.

III. Injunctive Relief

A. *Injunctive Relief.* As part of the Consent Judgment, the Parties agree to the entry of the injunctive relief terms attached in <u>Exhibit P</u>.

IV. Settlement Payments

A. *Settlement Fund*. All payments under this <u>Section IV</u> shall be made into the Settlement Fund, except that, where specified, they shall be made into the Settlement Fund Escrow. The Settlement Fund shall be allocated and used only as specified in <u>Section V</u>.

B. *Annual Payments*. The Settling Distributors shall make eighteen (18) Annual Payments, each comprised of base and incentive payments as provided in this <u>Section IV</u>, as well as fifty percent (50%) of the amount of any Settlement Fund Administrator costs and fees that exceed the available interest accrued in the Settlement Fund as provided in <u>Section V.C.5</u>, and as determined by the Settlement Fund Administrator as set forth in this Agreement.

1. All data relevant to the determination of the Annual Payment and allocations to Settling States and their Participating Subdivisions listed on <u>Exhibit G</u> shall be submitted to the Settlement Fund Administrator no later than sixty (60) calendar days prior to the Payment Date for each Annual Payment. The Settlement Fund Administrator shall then determine the Annual Payment, the amount to be paid to each Settling State and its Participating Subdivisions included on <u>Exhibit G</u>, and the amount of any Settlement Fund Administrator costs and fees, all consistent with the provisions in <u>Exhibit L</u>, by:

a. determining, for each Settling State, the amount of base and incentive payments to which the State is entitled by applying the criteria under <u>Section IV.D</u>, <u>Section IV.E</u>, and <u>Section IV.F</u>;

b. applying any suspensions, offsets, or reductions as specified under <u>Section IV</u>, <u>Section XII</u>, and <u>Section XIII</u>;

c. applying any adjustment required as a result of prepayment or significant financial constraint, as specified under <u>Section IV.J</u> and <u>Section IV.K</u>;

d. determining the amount of any Settlement Fund Administrator costs and fees that exceed the available interest accrued in the Settlement Fund, as well as the amounts, if any, of such costs and fees owed by Settling Distributors and out of the Settlement Fund pursuant to <u>Section V.C.5</u>;

e. determining the total amount owed by Settling Distributors (including any amounts to be held in the Settlement Fund Escrow pending resolution of a case by a Later Litigating Subdivision as described in <u>Section XII</u>) to all Settling States and the Participating Subdivisions listed on <u>Exhibit G</u>; and

f. the Settlement Fund Administrator shall then allocate, after subtracting the portion of any Settlement Fund Administrator costs and fees owed out of funds from the Settlement Fund pursuant to <u>Section V.C.5</u>, the Annual Payment pursuant to <u>Section V.C</u> and <u>Section V.D</u> among the Settling States, among the separate types of funds for each Settling State (if applicable), and among the Participating Subdivisions listed on <u>Exhibit G</u>.

2. The Settlement Fund Administrator shall also apply the allocation percentages set forth in <u>Section IV.I</u> and determine for each Settling Distributor the amount of its allocable share of the Annual Payment. For the avoidance of doubt, each Settling Distributor's liability for its share of the Annual Payment is several, and not joint.

3. As soon as possible, but no later than fifty (50) calendar days prior to the Payment Date for each Annual Payment and following the determination described in <u>Section IV.B.1</u> and <u>Section IV.B.2</u>, the Settlement Fund Administrator shall give notice to the Settling Distributors, the Settling States, and the Enforcement Committee of the amount of the Annual Payment (including the amount of the Settlement Fund to be allocated to the Settlement Fund Administrator in costs and fees pursuant to <u>Section V.C.5</u>), the amount to be received by each Settling State, the amount to be received by the separate types of funds for each Settling State (if applicable), and the amount to be received by each Settling State is Participating Subdivisions listed on <u>Exhibit G</u>. The Settlement Fund Administrator shall also give notice to each Settling Distributor of the amount of its allocable share of the Annual Payment, including its allocable share of the amount of any Settlement Fund Administrator costs and fees that exceed the available interest accrued in the Settlement Fund pursuant to Section V.C.5.

4. Within twenty-one (21) calendar days of the notice provided by the Settlement Fund Administrator, any party may dispute, in writing, the calculation of the Annual Payment (including the amount allocated for Settlement Fund Administrator costs and fees), or the amount to be received by a Settling State and/or its Participating Subdivisions listed on <u>Exhibit G</u>. Such disputing party must provide a written notice of dispute to the Settlement Fund Administrator, the Enforcement Committee, any affected Settling State, and the Settling Distributors identifying the nature of the dispute, the amount of money that is disputed, and the Settling State(s) affected.

5. Within twenty-one (21) calendar days of the sending of a written notice of dispute, any affected party may submit a response, in writing, to the Settlement Fund Administrator, the Enforcement Committee, any affected Settling State, and the Settling Distributors identifying the basis for disagreement with the notice of dispute.

If no response is filed, the Settlement Fund Administrator shall adjust the 6. amount calculated consistent with the written notice of dispute, and each Settling Distributor shall pay its allocable share of the adjusted amount, collectively totaling that year's Annual Payment, on the Payment Date. If a written response to the written notice of dispute is timely sent to the Settlement Fund Administrator, the Settlement Fund Administrator shall notify the Settling Distributors of the preliminary amount to be paid, which shall be the greater of the amount originally calculated by the Settling Administrator or the amount that would be consistent with the notice of dispute, provided, however, that in no circumstances shall the preliminary amount to be paid be higher than the maximum amount of Base and Incentive Payments A and D for that Payment Year as set forth on Exhibit M. For the avoidance of doubt, a transfer of suspended payments from the Settlement Fund Escrow pursuant to Section XII.A.2 does not count toward determining whether the amount to be paid is higher than the maximum amount of Base and Incentive Payments A and D for that Payment Year as set forth on Exhibit M.

7. The Settlement Fund Administrator shall place any disputed amount of the preliminary amount paid by the Settling Distributors into the Settlement Fund Escrow and shall disburse any undisputed amount to each Settling State and its Participating

Subdivisions listed on <u>Exhibit G</u> within fifteen (15) calendar days of the Payment Date or at such later time as directed by each Settling State.

8. Disputes described in this subsection shall be resolved in accordance with the terms of <u>Section VI.F</u>.

9. For the avoidance of doubt, no Subdivision not listed on <u>Exhibit G</u> shall receive an allocation from the Subdivision Fund and no provision of this Agreement shall be interpreted to create such an entitlement.

C. *Procedure for Annual Payment in Payment Years 1 and 2*. The process described in <u>Section IV.B</u> shall not apply to Payment Years 1 and 2. The procedure in lieu of <u>Section IV.B.1</u> for Payment Years 1 and 2 is as set forth below:

1. The Payment Date for Payment Year 1 is September 30, 2021. Provided that the condition set forth in Section II.B has been satisfied, on or before such date, the Settling Distributors shall pay into the Settlement Fund Escrow the total amount of the base payment, Incentive Payment A for the Settling States (the amount specified in Exhibit M for Payment Year 1 reduced by the allocable share of any Non-Settling States). and the Settling Distributors' allocable share of the amount of any Settlement Fund Administrator costs and fees that exceed the available interest accrued in the Settlement Fund pursuant to Section V.C.5. In the event that, in accordance with the terms of Section VIII.A, the Settling Distributors determine not to proceed with the Settlement, or the Settlement does not become effective for any other reason, the funds held in the Settlement Fund Escrow shall immediately revert to the Settling Distributors. If the condition set forth in Section VIII.A is met, the Settlement Fund Administrator shall allocate the Annual Payment, after subtracting the portion of Settlement Fund Administrator costs and fees owed out of funds from the Settlement Fund pursuant to Section V.C.5, pursuant to Section V.C and Section V.D among the Settling States and their Participating Subdivisions listed on Exhibit G. The portion of any Settlement Fund Administrator costs and fees owed out of funds from the Settlement Fund pursuant to Section V.C.5 shall be available to the Settlement Fund Administrator for the payment of such costs and fees immediately. The remainder of the Annual Payment for Payment Year 1 shall be transferred by the Settlement Fund Administrator on the Effective Date from the Settlement Fund Escrow to the Settlement Fund and then to each Settling State and to its Initial Participating Subdivisions included on Exhibit G; provided, however, that for any Settling State where the Consent Judgment has not been entered as of the Effective Date, the funds allocable to that Settling State and its Participating Subdivisions included on Exhibit G shall not be transferred from the Settlement Fund Escrow or disbursed until ten (10) calendar days after the entry of the Consent Judgment in that State; and, *provided*, *further*, the Settlement Fund Administrator shall leave in the Settlement Fund Escrow funds allocated to Subdivisions included on Exhibit G that are not Initial Participating Subdivisions. Should such a Subdivision become a Participating Subdivision between the Initial Participation Date and the Effective Date, the allocation for such Participating Subdivision shall be transferred to the Settlement Fund and paid to the Participating Subdivision at the same time as Initial Participating Subdivisions in that State are paid.

The Payment Date for Payment Year 2 is July 15, 2022. On or before such date, the Settling Distributors shall pay into the Settlement Fund the total amount of

the base payment, Incentive Payment A for the Settling States (the amount specified in Exhibit M for Payment Year 2 reduced by the allocable share of any Non-Settling States), and the Settling Distributors' allocable share of the amount of any Settlement Fund Administrator costs and fees that exceed the available interest accrued in the Settlement Fund pursuant to Section V.C.5. The portion of any Settlement Fund Administrator costs and fees owed out of funds from the Settlement Fund pursuant to Section V.C.5 shall be available to the Settlement Fund Administrator for the payment of such costs and fees immediately. The Settlement Fund Administrator shall disburse the remaining amounts to each Settling State and to its Participating Subdivisions included on Exhibit G within fifteen (15) calendar days of the Payment Date or at such later time as directed by each Settling State. If a Settling State enacts a legislative Bar after the Initial Participation Date, but before July 15, 2022, a Subdivision that meets the requirements for becoming a Participating Subdivision under Section VII prior to July 15, 2022 (but was not an Initial Participating Subdivision) shall be eligible to receive its allocated share (if any) for Payment Year 2, and it shall also receive any amounts allocated to it for Payment Year 1 from the Settlement Fund Escrow.

2.

3. Any amounts remaining in the Settlement Fund Escrow for allocations to Subdivisions listed on Exhibit G that have not become Participating Subdivisions after all payments for Payment Year 2 are disbursed shall be transferred to the Settlement Fund and disbursed to the appropriate sub-funds in each Settling State pursuant to Section V.D.5.

Any disputes as to the allocation of the Annual Payments in Payment 4. Years 1 and 2 shall be resolved pursuant to the process set forth in Section IV.B.3 through Section IV.B.8, except that in Payment Year 1, the Settlement Fund Administrator shall have until ten (10) calendar days after the Initial Participation Date to give notice of the amount to be received by each Settling State, the amount to be received by the separate types of funds for each Settling State (if applicable), and the amount to be received by each Initial Participating Subdivision in the Settling States that is listed on Exhibit G.

Payment Date for Subsequent Payment Years. The Payment Date for Payment D. Year 3 and successive Payment Years is July 15 of the third and successive years and the Annual Payment shall be made pursuant to the process set forth in Section IV.B, except that, with respect to Payment Year 3, Settling States shall have up to the Payment Date to become eligible for Incentive Payment A and thus avoid the reductions set forth in Section XIII. If a Settling State enacts a Bar less than sixty (60) calendar days before the Payment Date for Payment Year 3, each Settling Distributor shall pay, within thirty (30) calendar days of the Payment Year 3 Payment Date, its allocable share, pursuant to Section IV.I, of the difference between the Annual Payment as calculated by the Settlement Fund Administrator and the amount that would have been owed had the Settlement Fund Administrator taken the Bar into account.

E. Base Payments. Subject to the suspension, reduction, and offset provisions set forth in Section XII and Section XIII, the Settling Distributors shall collectively make base

payments equal to fifty-five percent (55%) of the Net Abatement Amount multiplied by the aggregate Overall Allocation Percentage of the Settling States. These payments will be due in installments consistent with <u>Exhibit M</u> over the eighteen (18) Payment Years and as adjusted by the Settlement Fund Administrator pursuant to the provisions in <u>Section IV</u>, <u>Section XII</u>, and Section XIII.

F. Incentive Payments. Subject to the suspension, offset, and reduction provisions set forth in Section XII and Section XIII, the Settling Distributors shall collectively make potential additional incentive payments totaling up to a maximum of forty-five percent (45%) of the Net Abatement Amount multiplied by the aggregate Overall Allocation Percentage of the Settling States, with the actual amount depending on whether and the extent to which the criteria set forth below are met in each Settling State. The incentive payments shall be divided among four (4) categories, referred to as Incentive Payments A-D. Incentive Payments A-C will be due in installments over the eighteen (18) Payment Years, and Incentive Payment D will be due in installments over thirteen (13) years beginning with Payment Year 6. The total amount of incentive payments in an Annual Payment shall be the sum of the incentive payments for which individual Settling States are eligible for that Payment Year under the criteria set forth below. The incentive payments shall be made with respect to a specific Settling State based on its eligibility for that year under the criteria set forth below.

1. Incentive Payment A. Incentive Payment A shall be equal to forty percent (40%) of the Net Abatement Amount multiplied by the aggregate Overall Allocation Percentage of the Settling States, provided all Settling States satisfy the requirements of Incentive Payment A. Incentive Payment A will be due to a Settling State as part of the Annual Payment in each of the eighteen (18) Payment Years that a Settling State is eligible for Incentive Payment A and shall equal a total potential maximum of \$7,421,605,477 if all States are eligible for all eighteen (18) Payment Years. Each Settling State's share of Incentive Payment A in a given year, *provided* that Settling State is eligible, shall equal the total maximum amount available for Incentive Payment A for that year as reflected in Exhibit M times the Settling State's Overall Allocation Percentage. Eligibility for Incentive Payment A is as follows:

a. For the Payment Years 1 and 2, all Settling States are deemed eligible for Incentive Payment A.

b. For each Payment Year other than Payment Years 1 and 2, a Settling State is eligible for Incentive Payment A if, as of sixty (60) calendar days prior to the Payment Date (except that in Payment Year 3, this date is as of the Payment Date), (i) there is a Bar in that State in full force and effect, (ii) there is a Settlement Class Resolution in that State in full force and effect, (iii) the Released Claims of all of the following entities are released through the execution of Subdivision Settlement Participation Forms, or there is a Case-Specific Resolution against such entities: all Primary Subdivisions, Litigating Subdivisions, School Districts with a K-12 student enrollment of at least 25,000 or .10% of a State's population, whichever is greater, and Health Districts and Hospital Districts that have at least one hundred twenty-five (125) hospital beds in one or more hospitals rendering services in that district; or (iv) a combination of the actions in clauses (i)-(iii) has achieved the same level of resolution of Claims by Subdivisions (*e.g.*, a Bar against future litigation combined with full joinder by Litigating Subdivisions). For the avoidance of doubt, subsection (iv) cannot be satisfied unless all Litigating Subdivisions are Participating Subdivisions or there is a Case-Specific Resolution against any such Subdivisions that are not Participating Subdivisions. The Settling Distributors and the Enforcement Committee shall meet and confer in order to agree on data sources for purposes of this Section prior to the Preliminary Agreement Date.

c. Notwithstanding <u>Section IV.F.1.b</u>, for each Payment Year other than Payment Years 1 and 2, a Settling State that is not eligible for Incentive Payment A as of the Incentive Payment Final Eligibility Date shall not be eligible for Incentive Payment A for that Payment Year or any subsequent Payment Years.

d. If the Settling Distributors made a payment under Incentive Payment A solely on the basis of a Bar or Settlement Class Resolution in a Settling State and that Bar or Settlement Class Resolution is subsequently removed, revoked, rescinded, reversed, overruled, interpreted in a manner to limit the scope of the release, or otherwise deprived of force or effect in any material respect, that Settling State shall not be eligible for Incentive Payment A thereafter, unless the State requalifies for Incentive Payment A through any method pursuant to <u>Section IV.F.1.b</u>, in which case the Settling State shall be eligible for Incentive Payment A less any litigation fees and costs incurred by Settling Distributor in the interim, except that, if the re-imposition occurs after the completion of opening statements in a trial involving a Released Claim, the Settling State shall not be eligible for Incentive Payment A (unless this exception is waived by the Settling Distributors).

e. In determining the amount of Incentive Payment A that Settling Distributors will pay in a Payment Year and each Settling State's share, if any, of Incentive Payment A for that Payment Year, the Settlement Fund Administrator shall: (i) identify all Settling States that are eligible for Incentive Payment A; (ii) multiply the Overall Allocation Percentage for each such eligible Settling State by the maximum amount that Settling Distributors could owe with respect to Incentive Payment A for that Payment Year as listed on Exhibit M. The amount calculated in (ii) shall be the amount allocated to a Settling State eligible for Incentive Payment A for that Payment Year and the aggregate of each such amount for Settling States eligible for Incentive Payment A shall be the amount of Incentive Payment A Settling Distributors are obligated to pay in that Payment Year, all such amounts subject to the suspension, offset, and reduction provisions in <u>Section XII</u> and <u>Section XIII</u>.

2. <u>Incentive Payment B</u>. Incentive Payment B shall be available to Settling States that are not eligible for Incentive Payment A for the applicable Payment Year. Incentive Payment B shall be equal to up to twenty-five percent (25%) of the Net Abatement Amount multiplied by the aggregate Overall Allocation Percentage of the Settling States. Incentive Payment B will be due to a Settling State as part of the Annual Payment in each of the eighteen (18) Payment Years that a Settling State is eligible for Incentive Payment B and equal a total potential maximum of \$4,638,503,423 if all States are eligible for all eighteen (18) Payment Years. Each Settling State's maximum share of Incentive Payment B in a given year shall equal the total maximum amount available for Incentive Payment B for that year as reflected in Exhibit M times the Settling State's Overall Allocation Percentage. Eligibility for Incentive Payment B is as follows:

a. A Settling State is not eligible for Incentive Payment B for a Payment Year for which it is eligible for Incentive Payment A.

b. Subject to <u>Section IV.F.2.a</u>, the amount of Incentive Payment B for which a Settling State is eligible in a Payment Year shall be a percentage of that State's maximum share of Incentive Payment B based on the extent to which (A) Litigating Subdivisions in the State are Participating Subdivisions or (B) there is a Case-Specific Resolution against Litigating Subdivisions in the State, collectively, "*Incentive B Eligible Subdivisions*." The percentage of the State's maximum share of Incentive Payment B that the State is eligible for in a Payment Year shall be determined according to the table below:

Percentage of Litigating Subdivision Population that is Incentive B Eligible Subdivision Population ⁵	Incentive Payment B Eligibility Percentage
Up to 85%	0%
85%+	30%
86+	40%
91+	50%
95+	60%
99%+	95%
100%	100%

⁵ The "Percentage of Litigating Subdivision Population that is Incentive B Eligible Subdivision Population" shall be determined by the aggregate population of the Settling State's Litigating Subdivisions that are Incentive B Eligible Subdivisions divided by the aggregate population of the Settling State's Litigating Subdivisions. In calculating the Settling State's population that resides in Litigating Subdivisions, (a) the population of the Settling State's Litigating Subdivisions shall be the sum of the population of all Litigating Subdivisions in the Settling State, notwithstanding that persons may be included within the population of more than one Litigating Subdivision, and (b) the population that resides in Incentive B Eligible Subdivisions shall be the sum of the population of the Incentive B Eligible Subdivisions, notwithstanding that persons may be included within the population of more than one Incentive B Eligible Subdivision. An individual Litigating Subdivision shall not be included more than once in the numerator, and shall not be included more than once in the denominator, of the calculation regardless if it (or any of its officials) is named as multiple plaintiffs in the same lawsuit; *provided*, *however*, that for the avoidance of doubt, no Litigating Subdivision will be excluded from the numerator or denominator under this sentence unless a Litigating Subdivision otherwise counted in the denominator has the authority to release the Claims (consistent with Section XI) of the Litigating Subdivision to be excluded. For the avoidance of doubt, a Settling State in which the population that resides in Incentive B Eligible Subdivisions is less than eighty-five percent (85%) of the population of Litigating Subdivisions shall not be eligible for any portion of Incentive Payment B.

In determining the amount that Settling Distributors will pay in a c. Payment Year under Incentive Payment B and each Settling State's share of Incentive Payment B for that Payment Year, the Settlement Fund Administrator shall: (i) identify all States that are eligible for Incentive Payment B because they are ineligible for Incentive Payment A; (ii) determine the Incentive Payment B eligibility percentage for each such Settling State; (iii) multiply the Incentive Payment B eligibility percentage for each such State by the Overall Allocation Percentage of that State; (iv) multiply the product from (iii) by the maximum amount that Settling Distributors could owe under Incentive Payment B for that Payment Year from Exhibit M. The amount calculated in (iv) shall be the amount allocated to a Settling State eligible for Incentive Payment B for that Payment Year, and the aggregate of such amounts for Settling States eligible for Incentive Payment B shall be the amount paid for that Payment Year by Settling Distributors with respect to Incentive Payment B, all such amounts subject to the suspension, offset, and reduction provisions in Section XII and Section XIII. If there are no Litigating Subdivisions in a Settling State, and that Settling State is otherwise eligible for Incentive Payment B, that Settling State will receive its full allocable share of Incentive Payment B.

d. A Settling State's eligibility for Incentive Payment B for a Payment Year shall be determined as of sixty (60) calendar days prior to the Payment Date for that Payment Year; *provided* that the percentage of Incentive Payment B for which a Settling State is eligible as of the Incentive Payment Final Eligibility Date shall cap its eligibility for that Payment Year and all subsequent Payment Years.

3. <u>Incentive Payment C</u>. Incentive Payment C shall be available to Settling States that are not eligible for Incentive Payment A for a Payment Year, including to Settling States that are also eligible for Incentive Payment B. Incentive Payment C shall be equal to up to fifteen percent (15%) of the Net Abatement Amount multiplied by the aggregate Overall Allocation Percentage of the Settling States. Incentive Payment C will be due to a Settling State as part of the Annual Payment in each of the eighteen (18) Payment Years that a Settling State is eligible for Incentive Payment C and equal a total potential maximum of \$2,783,102,054 if all States are eligible for all eighteen (18) Payment Years. Each Settling State's maximum share of Incentive Payment C in a given year shall equal the total maximum amount available for Incentive Payment C for that year as reflected in <u>Exhibit M</u> multiplied by the Settling State's Overall Allocation Percentage. Eligibility for Incentive Payment C is as follows:

a. A Settling State is not eligible for Incentive Payment C for a Payment Year in which it is eligible for Incentive Payment A.

b. Subject to <u>Section IV.F.3.a</u>, the amount of Incentive Payment C for which a Settling State is eligible in a Payment Year shall be a percentage of the State's maximum share of Incentive Payment C based on the extent to which (A) Non-Litigating Subdivisions that are Primary Subdivisions with a population

over 30,000 and Litigating Subdivisions in the State are Participating Subdivisions or (B) there is a Case-Specific Resolution against Non-Litigating Subdivisions that are Primary Subdivisions with a population over 30,000 and Litigating Subdivisions in the State, collectively, "*Incentive C Eligible Subdivisions*." The percentage of the State's maximum share of Incentive Payment C that the State is eligible for in a Payment Year shall be determined according to the table below:

Percentage of Relevant Subdivision Population that is Incentive C Eligible Population ⁶	Incentive Payment C Eligibility Percentage
Up to 60%	0%
60%+	25%
70%+	35%
75%+	40%
80%+	45%
85%+	55%
90%+	60%
93%+	65%
94%+	75%
95+	90%
98+	95%
100%	100%

c. In determining the amount that Settling Distributors will pay in a Payment Year under Incentive Payment C and each Settling State's share of Incentive Payment C for that Payment Year, the Settlement Fund Administrator shall: (i) identify all States that are eligible for Incentive Payment C because they are ineligible for Incentive Payment A; (ii) determine the Incentive Payment C eligibility percentage for each such Settling State; (iii) multiply the Incentive Payment C eligibility percentage for each such State by the Overall Allocation Percentage of that State; (iv) multiply the product from (iii) by the maximum 12.c

⁶ The "Percentage of Relevant Subdivision Population that is Incentive C Eligible Population" shall be determined by the aggregate population of the Settling State's Incentive C Eligible Subdivisions divided by the aggregate population of the Settling State's Non-Litigating Primary Subdivisions with a population over 30,000 and Litigating Subdivisions ("*Incentive Payment C Subdivisions*"). None of the population figures shall include Prior Litigating Subdivisions. In calculating the Settling State's population that resides in Incentive Payment C Subdivisions, (a) the population shall be the sum of the population of all Incentive Payment C Subdivisions in the Settling State, notwithstanding that persons may be included within the population of more than one Incentive Payment C Subdivision, and (b) the population that resides in Incentive C Eligible Subdivisions shall be the sum of the population of the Incentive C Eligible Subdivisions, notwithstanding that persons may be included within the population of more than one Incentive C Eligible Subdivision. An individual Incentive Payment C Subdivision shall not be included more than once in the numerator, and shall not be included more than once in the denominator, of the calculation regardless if it (or any of its officials) is named as multiple plaintiffs in the same lawsuit. For the avoidance of doubt, a Settling State in which the population that resides in Incentive C Eligible Subdivisions is less than sixty percent (60%) of the population of Incentive Payment C Subdivisions shall not be eligible for any portion of Incentive Payment C.

amount that Settling Distributors could owe under Incentive Payment C for that Payment Year from Exhibit M. The amount calculated in (iv) shall be the amount allocated to a Settling State eligible for Incentive Payment C for that Payment Year and the aggregate of such amounts for Settling States eligible for Incentive Payment C shall be the amount paid for that Payment Year by Settling Distributors with respect to Incentive Payment C, all such amounts subject to the suspension, offset, and reduction provisions in <u>Section XII</u> and <u>Section XIII</u>. If there are no Litigating Subdivisions or Non-Litigating Subdivisions that are Primary Subdivisions with a population of more than 30,000 in a Settling State, and that Settling State is otherwise eligible for Incentive Payment C, that Settling State will receive its full allocable share of Incentive Payment C.

d. A Settling State's eligibility for Incentive Payment C for a Payment Year shall be determined as of sixty (60) calendar days prior to the Payment Date for that Payment Year; *provided* that the percentage of Incentive Payment C for which a Settling State is eligible as of the Incentive Payment Final Eligibility Date shall cap its eligibility for that Payment Year and all subsequent Payment Years.

4. <u>Incentive Payment D</u>. Incentive Payment D shall be applied at Payment Year 6. Incentive Payment D shall be equal to five percent (5%) of the Net Abatement Amount multiplied by the aggregate Overall Allocation Percentage of the Settling States. Incentive Payment D will be due to a Settling State as part of the Annual Payment for each of thirteen (13) Payment Years (from Payment Year 6 to Payment Year 18) that any Settling State is eligible for Incentive Payment D and equal a total potential maximum of \$927,700,685 if all States are eligible for all thirteen (13) Payment Years. Each Settling State's share of Incentive Payment D in a given year shall equal the total maximum amount available for Incentive Payment D for that year as reflected in <u>Exhibit M</u> times the Settling State's Overall Allocation Percentage. Eligibility for Incentive Payment D is as follows:

a. A Settling State is eligible for Incentive Payment D if there has been no Later Litigating Subdivision in that State that has had a Claim against a Released Entity survive more than six (6) months after denial in whole or in part of a Threshold Motion.

b. A Settling State's eligibility for Incentive Payment D shall be determined as of sixty (60) calendar days prior to the Payment Date. If a Later Litigating Subdivision's lawsuit in that State survives more than six (6) months after denial in whole or in part of a Threshold Motion after that date, that State shall not be eligible for Incentive Payment D for the Payment Year in which that occurs and any subsequent Payment Year.

c. Notwithstanding <u>Section IV.F.4</u>, a Settling State can become reeligible for Incentive Payment D if the lawsuit that survived a Threshold Motion is dismissed pursuant to a later motion on grounds included in the Threshold Motion, in which case the Settling State shall be eligible for Incentive Payment D less any litigation fees and costs incurred by Settling Distributor in the interim, except that if the dismissal motion occurs after the completion of opening statements in such action, the Settling State shall not be eligible for Incentive Payment D.

d. For the avoidance of doubt, a Settling State may be eligible for Incentive Payment D whether or not it is eligible for Incentive Payments A-C.

e. In determining the amount of Incentive Payment D that Settling Distributors will pay in a Payment Year and each Settling State's share, if any, of Incentive Payment D for that Payment Year, the Settlement Fund Administrator shall: (i) identify all Settling States that are eligible for Incentive Payment D; (ii) multiply the Overall Allocation Percentage for each such eligible Settling State by the maximum amount that Settling Distributors could owe with respect to Incentive Payment D for that Payment Year listed on <u>Exhibit M</u>; and (iii) subtract any litigation fees and costs allowed to be deducted pursuant to <u>Section IV.F.4.c.</u>. The amount calculated in (iii) shall be the amount allocated to a Settling State eligible for Incentive Payment D for that Payment Year and the aggregate of each such amount for Settling States eligible for Incentive Payment D shall be the amount of Incentive Payment D Settling Distributors are obligated to pay in that Payment Year, all such amounts subject to the suspension, reduction, and offset provisions in <u>Section XIII</u> and <u>Section XIII</u>.

G. *Reductions/Offsets.* The base and incentive payments are subject to suspension, offset, and reduction as provided in <u>Section XII</u> and <u>Section XIII</u>.

H. State-Specific Agreements. Notwithstanding any other provision of this Agreement or any other agreement, in the event that: (1) the Settling Distributors enter into an agreement with any Settling State that resolves with finality such Settling State's Claims consistent with <u>Section XI</u> of this Agreement and such agreement has an effective date prior to the Effective Date of this Agreement (such agreement, a "*State-Specific Agreement*") and (2) pursuant to the terms of the State-Specific Agreement, any payments, or any portion thereof, made by the Settling Distributors thereunder are made in lieu of any payments (for the avoidance of doubt, including the Additional Restitution Amount), or any portion thereof, to be made under this Agreement and the Settling Distributors make such a payment pursuant to the State-Specific Agreement, then the Settling Distributors will reduce any payments allocable to such Settling State (whether made to the Settlement Fund Escrow or the Settlement Fund) made pursuant to this Agreement to the extent such amount was already paid pursuant to the terms of the State-Specific Agreement.

I. Allocation of Payments among Settling Distributors. Payments due from the Settling Distributors under this Section IV, Section IX, and Section X will be allocated among the Settling Distributors as follows: McKesson – 38.1%; Amerisource – 31.0%; Cardinal – 30.9%. A Settling Distributor's sole responsibility for payments under this Agreement shall be to make its share of each payment. The obligations of the Settling Distributors in this Agreement are several and not joint. No Settling Distributor shall be responsible for any portion of another Settling Distributor's share.

12.c

J. Pre-payment Option.

1. Any Settling Distributor shall have the right, subject to the limitations set forth in Section IV.J.3, to prepay any base payment or incentive payment in whole or in part, without premium or penalty (a "Settlement Prepayment") by providing at least fourteen (14) calendar days prior written notice to the Settlement Fund Administrator and Enforcement Committee (a "Prepayment Notice"). Any Prepayment Notice shall specify: (a) the gross amount of the Settlement Prepayment (the "Gross Settlement Amount"), (b) the manner in which such Settlement Prepayment shall be applied to reduce such Settling Distributor's future share of Annual Payments (*i.e.*, to which future year(s) the allocable portion of an Annual Payment owed by such Settling Distributor the Settlement Prepayment should be applied) (such manner of application, a "Settlement Prepayment Reduction Schedule"), (c) the net present value of the Settlement Prepayment as of the Prepayment Date based on the Settlement Prepayment Reduction Schedule using a discount rate equal to the prime rate as published by the *Wall Street Journal* on the date of the Prepayment Notice plus 1.75% (such net present value amount, the "Net Settlement Prepayment Amount"), and (d) the date on which the prepayment will be made, which shall be no more than fifteen (15) calendar days after the date of the Prepayment Notice (the "Prepayment Date").

2. On the Prepayment Date the Settling Distributor shall pay the Net Settlement Prepayment Amount to the Settlement Fund and such amount shall be used only as specified in <u>Section V</u>. Following such payment, all future portions of the Annual Payments allocated to the applicable Settling Distributor under <u>Section IV.E</u> and <u>Section IV.F</u> shall be reduced pursuant to the Settlement Prepayment Reduction Schedule, and the <u>Exhibit M</u> will be updated to give effect to such reduction, and going forward such updated schedule will be <u>Exhibit M</u>.

3. A Settling Distributor's right to make prepayments shall be subject to the following limitations:

a. Prepayments may apply to base payments or to both base and incentive payments. If the prepayment applies to both base and incentive payments, the prepayments will apply proportionately across base and incentive payments.

b. A Settling Distributor shall make no more than three (3) prepayments over the eighteen (18) year payment term. A Settling Distributor shall not make more than one (1) prepayment in a five (5) year period and there shall not be prepayments made in the first two (2) Payment Years.

c. Prepayments shall only be applied to one (1) or more of the three (3) Payment Years following the prepayment.

d. The total amount of a prepayment of base payments after discounting calculations shall not be larger than the base payment for the Payment Year with the lowest Annual Payment amount affected by the prepayment. The total amount of a prepayment for both base payments and incentive payments shall not be larger than the base payment and anticipated incentive payment for the lowest Payment Year affected by the prepayment. The "anticipated incentive payment" for a future Payment Year shall reflect the incentives earned by each Settling State as of the time of the prepayment and any offsets or adjustments known at that time.

e. In a Payment Year against which there has been a prepayment, if the amount a Settling State is calculated to receive is greater than the amount prepaid prior to discounting calculations, the Settling Distributor shall pay the difference. If, in a Payment Year for which there has been a prepayment, the amount that a Settling State is calculated to receive is less than the amount calculated at the time of the prepayment, there shall be a credit for the difference to the Settling Distributor to be applied in the subsequent Payment Year(s), if any.

f. Prepayments shall be applied proportionately to all Settling States.

4. The Settling States may agree to a prepayment that does not apply these restrictions. Such a prepayment would need approval of Settling States representing at least ninety-five percent (95%) allocable share as measured by the allocations in <u>Exhibit</u> <u>F</u>; *provided*, *however*, that this provision does not limit or restrict any Settling State from negotiating its own prepayment with a Settling Distributor.

5. For illustrative purposes only, attached as <u>Exhibit Q</u> are examples showing a Settlement Prepayment, the related calculation of the Net Settlement Prepayment Amount, and the related adjustment to the Settlement Payment Schedule.

K. Significant Financial Constraint.

1. A Settling Distributor's allocable share of the Annual Payment for a Payment Year may, at the election of such Settling Distributor, be deferred either (a) up to the amount by which that share plus such Settling Distributor's share of amounts payable under Section IX and Section X would exceed twenty percent (20%) of such Settling Distributor's total operating cash flow (as determined pursuant to United States generally accepted accounting principles) for its fiscal year that concluded most recently prior to the due date for that payment or (b) (i) up to twenty-five percent (25%) if, as of thirty (30) calendar days preceding that payment date, the company's credit rating from one or more of the three nationally recognized rating agencies is below BBB or Baa2 or (ii) up to one hundred percent (100%) if, as of thirty (30) calendar days preceding that payment date, the company's credit rating from one or more of the three nationally recognized rating agencies is below BBB- or Baa3. If the reason for exceeding twenty percent (20%) of a Settling Distributor's total operating cash flow or the decrease in credit rating is substantially attributable to the incurrence of debt to fund post-settlement acquisitions or to the payment of dividends and/or share repurchases that together are of an amount that exceeds the total amount of those two items for the prior fiscal year, no deferral is available. A Settling Distributor shall not be allowed to defer payment for a

Payment Year if that Settling Distributor engaged in any share repurchases in the three fiscal quarters prior to the Payment Date for that Payment Year.

2. If a Settling Distributor has reason to believe that it will not be able to pay some or all of its allocable share of the Annual Payment for a Payment Year, it shall provide at least ninety (90) calendar days' prior written notice to the Settlement Fund Administrator and Enforcement Committee (a "*Deferred Payment Notice*"). Any Deferred Payment Notice shall specify and include: (a) the gross amount of the payments owed (including the estimated allocable portion of the Annual Payment, and amounts owed under <u>Section IX</u> and <u>Section X</u>, by the relevant Settling Distributor), (b) the amount that the Settling Distributor believes it will be unable to pay, (c) the accounting and audited financial documents upon which the Settling Distributor relied for making this determination, and (d) any other relevant information for the Enforcement Committee to consider.

3. A Settling Distributor shall not utilize this provision during the first three (3) Payment Years. If a Settling Distributor defers some or all of the payments due in a Payment Year pursuant to this <u>Section IV.K</u>, it shall not repurchase any shares, or fund new acquisitions with an acquisition price greater than \$250 million, during the deferral period until the deferred amount is fully repaid with interest. Any amounts deferred shall bear interest at an interest rate equal to the prime rate as published by the *Wall Street Journal* on the date of the Deferral Payment Notice plus 0.5%.

4. The Settling Distributor shall pay all deferred amounts, including applicable interest on the next Payment Date. If the amounts previously deferred (including interest) together with the Settling Distributor's share of all payments due for a Payment Year would allow for a deferral under <u>Section IV.K.1</u>, the Settling Distributor shall pay as much of the previously deferred amounts (including interest) as it can pay without triggering the ability to defer payment and may defer the remainder as permitted under (and subject to the restrictions of) this <u>Section IV.K</u>.

5. Deferrals will apply proportionally across base payments and incentive payments. For the avoidance of doubt, this <u>Section IV.K</u> applies fully to Payment Years after the first three (3) Payment Years, including the base payments and all incentive payments due pursuant to this Agreement during the Payment Year at issue.

6. If a Settling Distributor could pay a portion of its allocable share of the Annual Payments due pursuant to this Agreement during a Payment Year without triggering this <u>Section IV.K</u>, the Settling Distributor shall be required to pay that portion as scheduled and only the excess would be subject to deferral at the election of the Settling Distributor (in whole or in part) as provided herein.

7. The Settling Distributor shall pay any deferred amounts, including applicable interest on or before the date on which the payment is due for Payment Year 18.

V. Allocation and Use of Settlement Payments

A. *Components of Settlement Fund*. The Settlement Fund shall be comprised of an Abatement Accounts Fund, a State Fund, and a Subdivision Fund for each Settling State. The payments made under <u>Section IV</u> into the Settlement Fund shall be initially allocated among those three (3) sub-funds and distributed and used as provided below. Payments placed into the Settlement Fund do not revert back to the Settling Distributors.

B. Use of Settlement Payments.

1. It is the intent of the Parties that the payments disbursed from the Settlement Fund to Settling States and Participating Subdivisions be for Opioid Remediation, subject to exceptions that must be documented in accordance with <u>Section V.B.2</u>. In no event may less than eighty-five percent (85%) of the Settling Distributors' maximum amount of payments pursuant to <u>Section IV</u>, <u>Section IX</u>, and <u>Section X</u> as set forth on <u>Exhibit M</u> over the entirety of all Payments Years (but not any single Payment Year) be spent on Opioid Remediation.

2. While disfavored by the Parties, a Settling State or a Participating Subdivision set forth on Exhibit G may use monies from the Settlement Fund (that have not been restricted by this Agreement solely to future Opioid Remediation) for purposes that do not qualify as Opioid Remediation. If, at any time, a Settling State or a Participating Subdivision set forth on Exhibit G uses any monies from the Settlement Fund for a purpose that does not qualify as Opioid Remediation, such Settling State or Participating Subdivision set forth on Exhibit G shall identify such amounts and report to the Settlement Fund Administrator and the Settling Distributors how such funds were used, including if used to pay attorneys' fees, investigation costs, litigation costs, or costs related to the operation and enforcement of this Agreement, respectively. It is the intent of the Parties that the reporting under this Section V.B.2 shall be available to the public. For the avoidance of doubt, (a) any amounts not identified under this Section V.B.2 as used to pay attorneys' fees, investigation costs, or litigation costs shall be included in the "Compensatory Restitution Amount" for purposes of Section VI.F and (b) Participating Subdivisions not listed on Exhibit G may only use monies from the Settlement Fund for purposes that qualify as Opioid Remediation.

C. Allocation of Settlement Fund.

The allocation of the Settlement Fund allows for different approaches to be taken in different states, such as through a State-Subdivision Agreement. Given the uniqueness of States and their Subdivisions, Settling States and their Subdivisions are encouraged to enter into State-Subdivision Agreements in order to direct the allocation of their portion of the Settlement Fund. As set out below, the Settlement Fund Administrator will make an initial allocation to three (3) state-level sub-funds. The Settlement Fund Administrator will then, for each Settling State and its Participating Subdivisions, apply the terms of this Agreement and any relevant State-Subdivision Agreement, Statutory Trust, Allocation Statute, or voluntary redistribution of funds as set out below before disbursing the funds.

1. <u>Base Payments</u>. The Settlement Fund Administrator will allocate base payments under <u>Section IV.D</u> among the Settling States in proportion to their respective Overall Allocation Percentages. Base payments for each Settling State will then be allocated fifteen percent (15%) to its State Fund, seventy percent (70%) to its Abatement Accounts Fund, and fifteen percent (15%) to its Subdivision Fund. Amounts may be reallocated and will be distributed as provided in <u>Section V.D</u>.

2. <u>Incentive Payments</u>. The Settlement Fund Administrator will treat incentive payments under <u>Section IV.F</u> on a State-specific basis. Incentive payments for which a Settling State is eligible under <u>Section IV.F</u> will be allocated fifteen percent (15%) to its State Fund, seventy percent (70%) to its Abatement Accounts Fund, and fifteen percent (15%) to its Subdivision Fund. Amounts may be reallocated and will be distributed as provided in <u>Section V.D</u>.

3. <u>Application of Adjustments</u>. If a suspension, offset, or reduction under <u>Section XIII</u> or <u>Section XIII</u> applies with respect to a Settling State, the suspension, offset, or reduction shall be applied proportionally to all amounts that would otherwise be apportioned and distributed to the State Fund, the Abatement Accounts Fund, and the Subdivision Fund for that State.

4. <u>Settlement Fund Administrator</u>. Prior to the Initial Participation Date, the Settling Distributors and the Enforcement Committee will agree to a detailed mechanism consistent with the foregoing for the Settlement Fund Administrator to follow in allocating, apportioning, and distributing payments, which shall then be appended hereto as <u>Exhibit L</u>.

5. <u>Settlement Fund Administrator Costs</u>. Any costs and fees associated with or arising out of the duties of the Settlement Fund Administrator as described in <u>Exhibit</u> <u>L</u> shall be paid from the interest accrued in the Settlement Fund Escrow and the Settlement Fund; *provided, however*, that if such accrued interest is insufficient to pay the entirety of any such costs and fees, Settling Distributors shall pay fifty percent (50%) of the additional amount and fifty percent (50%) shall be paid out of the Settlement Fund.

D. Settlement Fund Reallocation and Distribution.

As set forth below, within a particular Settling State's account, amounts contained in the Settlement Fund sub-funds may be reallocated and distributed per a State-Subdivision Agreement or other means. If the apportionment of amounts is not addressed and controlled under <u>Section V.D.1</u> and <u>Section V.D.2</u>, then the default provisions of <u>Section V.D.4</u> apply. It is not necessary that a State-Subdivision Agreement or other means of allocating funds pursuant to <u>Section V.D.1</u> and <u>Section V.D.2</u> address all of the Settlement Fund sub-funds. For example, a Statutory Trust might only address disbursements from a Settling State's Abatement Accounts Fund.

1. <u>Distribution by State-Subdivision Agreement</u>. If a Settling State has a State-Subdivision Agreement, amounts apportioned to that State's State Fund, Abatement Accounts Fund, and Subdivision Fund under <u>Section V.C</u> shall be reallocated and

distributed as provided by that agreement. Any State-Subdivision Agreement entered into after the Preliminary Agreement Date shall be applied only if it requires: (a) that all amounts be used for Opioid Remediation, except as allowed by <u>Section V.B.2</u>, and (b) that at least seventy percent (70%) of amounts be used solely for future Opioid Remediation.⁷ For a State-Subdivision Agreement to be applied to the relevant portion of an Annual Payment, notice must be provided to the Settling Distributors and the Settlement Fund Administrator at least sixty (60) calendar days prior to the Payment Date.

2. Distribution by Allocation Statute. If a Settling State has an Allocation Statute and/or a Statutory Trust that addresses allocation or distribution of amounts apportioned to such State's State Fund, Abatement Accounts Fund, and/or Subdivision Fund and that, to the extent any or all such sub-funds are addressed, requires (1) all amounts to be used for Opioid Remediation, except as allowed by Section V.B.2, and (2) at least seventy percent (70%) of all amounts to be used solely for future Opioid Remediation,⁸ then, to the extent allocation or distribution is addressed, the amounts apportioned to that State's State Fund, Abatement Accounts Fund, and Subdivision Fund under Section V.C shall be allocated and distributed as addressed and provided by the applicable Allocation Statute or Statutory Trust. For the avoidance of doubt, an Allocation Statute or Statutory Trust need not address all three (3) sub-funds that comprise the Settlement Fund, and if the applicable Allocation Statute or Statutory Trust does not address distribution of all or some of these three (3) sub-funds, the applicable Allocation Statute or Statutory Trust does not replace the default provisions described in Section V.D.4 of any such unaddressed fund. For example, if an Allocation Statute or Statutory Trust that meets the requirements of this Section V.D.2 only addresses funds restricted to abatement, then the default provisions in this Agreement concerning allocation among the three (3) sub-funds comprising the Settlement Fund and the distribution of the State Fund and Subdivision Fund for that State would still apply, while the distribution of the applicable State's Abatement Accounts Fund would be governed by the qualifying Allocation Statute or Statutory Trust.

3. <u>Voluntary Redistribution</u>. A Settling State may choose to reallocate all or a portion of its State Fund to its Abatement Accounts Fund. A Participating Subdivision included on <u>Exhibit G</u> may choose to reallocate all or a portion of its allocation from the Subdivision Fund to the State's Abatement Accounts Fund or to another Participating Subdivision. For a voluntary redistribution to be applied to the relevant portion of an Annual Payment, notice must be provided to the Settling Distributors and the Settlement Fund Administrator at least sixty (60) calendar days prior to the Payment Date.

4. <u>Distribution in the Absence of a State-Subdivision Agreement, Allocation</u> <u>Statute, or Statutory Trust</u>. If <u>Section V.D.1</u> and <u>Section V.D.2</u> do not apply, amounts

⁷ Future Opioid Remediation includes amounts paid to satisfy any future demand by another governmental entity to make a required reimbursement in connection with the past care and treatment of a person related to the Alleged Harms.

⁸ Future Opioid Remediation includes amounts paid to satisfy any future demand by another governmental entity to make a required reimbursement in connection with the past care and treatment of a person related to the Alleged Harms.

apportioned to that State's State Fund, Abatement Accounts Fund, and Subdivision Fund under <u>Section V.C</u> shall be distributed as follows:

a. Amounts apportioned to that State's State Fund shall be distributed to that State.

b. Amounts apportioned to that State's Abatement Accounts Fund shall be distributed consistent with <u>Section V.E</u>. Each Settling State shall submit to the Settlement Fund Administrator a designation of a lead state agency or other entity to serve as the single point of contact for that Settling State's funding requests from the Abatement Accounts Fund and other communications with the Settlement Fund Administrator. The designation of an individual entity is for administrative purposes only and such designation shall not limit funding to such entity or even require that such entity receive funds from this Agreement. The designated entity shall be the only entity authorized to request funds from the Settlement Fund Administrator to be disbursed from that Settling State's Abatement Accounts Fund. If a Settling State has established a Statutory Trust then that Settling State's single point of contact may direct the Settlement Fund Administrator to release the State's Abatement Accounts Fund to the Statutory Trust.

c. Amounts apportioned to that State's Subdivision Fund shall be distributed to Participating Subdivisions in that State included on <u>Exhibit G</u> per the Subdivision Allocation Percentage listed in <u>Exhibit G</u>. Section VII.I shall govern amounts that would otherwise be distributed to Non-Participating Subdivisions listed in <u>Exhibit G</u>. For the avoidance of doubt and notwithstanding any other provision in this Agreement, no Non-Participating Subdivision will receive any amount from the Settlement Fund, regardless of whether such Subdivision is included on <u>Exhibit G</u>.

d. Special Districts shall not be allocated funds from the Subdivision Fund, except through a voluntary redistribution allowed by <u>Section V.D.3</u>. A Settling State may allocate funds from its State Fund or Abatement Accounts Fund for Special Districts.

5. <u>Restrictions on Distribution</u>. No amounts may be distributed from the Subdivision Fund contrary to <u>Section VII</u>, *i.e.*, no amounts may be distributed directly to Non-Participating Subdivisions or to Later Participating Subdivisions to the extent such a distribution would violate <u>Section VII.E</u> through <u>Section VII.H</u>. Amounts allocated to the Subdivision Fund that cannot be distributed by virtue of the preceding sentence shall be distributed into the sub-account in the Abatement Accounts Fund for the Settling State in which the Subdivision is located, unless those payments are redirected elsewhere by a State-Subdivision Agreement described in <u>Section V.D.1</u> or by an Allocation Statute or a Statutory Trust described in <u>Section V.D.2</u>.

E. *Provisions Regarding the Abatement Accounts Fund.*

1. <u>State-Subdivision Agreement, Allocation Statute, and Statutory Trust</u> <u>Fund Provisions</u>. A State-Subdivision Agreement, Allocation Statute, or Statutory Trust may govern the operation and use of amounts in that State's Abatement Accounts Fund so long as it complies with the requirements of <u>Section V.D.1</u> or <u>Section V.D.2</u>, as applicable, and all direct payments to Subdivisions comply with <u>Section VII.E</u> through Section VII.H.

2. <u>Absence of a State-Subdivision Agreement, Allocation Statute, or</u> <u>Statutory Trust</u>. In the absence of a State-Subdivision Agreement, Allocation Statute, or Statutory Trust that addresses distribution, the Abatement Accounts Fund will be used solely for future Opioid Remediation⁹ and the following shall apply with respect to a Settling State:

a. *Regional Remediation*.

(i) At least fifty percent (50%) of distributions for remediation from a State's Abatement Accounts Fund shall be annually allocated and tracked to the regional level. A Settling State may allow the Advisory Committee established pursuant to <u>Section V.E.2.d</u> to define its regions and assign regional allocations percentages. Otherwise, a Settling State shall (A) define its initial regions, which shall consist of one (1) or more General Purpose Subdivisions and which shall be designated by the state agency with primary responsibility for substance abuse disorder services employing, to the maximum extent practical, existing regions established in that State for opioid abuse treatment or other public health purposes; (B) assign initial regional allocation percentages to the regions based on the Subdivisions included on <u>Exhibit G</u> and an assumption that all Subdivisions included on <u>Exhibit G</u> will become Participating Subdivisions.

(ii) This minimum regional expenditure percentage is calculated on the Settling State's initial Abatement Accounts Fund allocation and does not include any additional amounts a Settling State has directed to its Abatement Accounts Fund from its State Fund, or any other amounts directed to the fund. A Settling State may dedicate more than fifty percent (50%) of its Abatement Accounts Fund to the regional expenditure and may annually adjust the percentage of its Abatement Accounts Fund dedicated to regional expenditures as long as the percentage remains above the minimum amount.

(iii) The Settling State (A) has the authority to adjust the definition of the regions, and (B) may annually revise the percentages

⁹ Future Opioid Remediation includes amounts paid to satisfy any future demand by another governmental entity to make a required reimbursement in connection with the past care and treatment of a person related to the Alleged Harms.

allocated to each region to reflect the number of General Purpose Subdivisions in each region that are Non-Participating Subdivisions.

b. Subdivision Block Grants. Certain Subdivisions shall be eligible to receive regional allocation funds in the form of a block grant for future Opioid Remediation. A Participating Subdivision eligible for block grants is a county or parish (or in the case of States that do not have counties or parishes that function as political subdivisions, a city) that (1) does not contain a Litigating Subdivision or a Later Litigating Subdivision for which it has the authority to end the litigation through a release, bar or other action, (2) either (i) has a population of 400,000 or more or (ii) in the case of California has a population of 750,000 or more, and (3) has funded or otherwise managed an established health care or treatment infrastructure (*e.g.*, health department or similar agency). Each Subdivision eligible to receive block grants shall be assigned its own region.

c. *Small States.* Notwithstanding the provisions of <u>Section V.E.2.a</u>, Settling States with populations under four (4) million that do not have existing regions described in <u>Section V.E.2.a</u> shall not be required to establish regions. However, such a Settling State that contains one (1) or more Subdivisions eligible for block grants under <u>Section V.E.2.c</u> shall be divided regionally so that each block-grant eligible Subdivision is a region and the remainder of the state is a region.

d. *Advisory Committee*. The Settling State shall designate an Opioid Settlement Remediation Advisory Committee (the "*Advisory Committee*") to provide input and recommendations regarding remediation spending from that Settling State's Abatement Accounts Fund. A Settling State may elect to use an existing advisory committee or similar entity (created outside of a State-Subdivision Agreement or Allocation Statute); *provided, however*, the Advisory Committee or similar entity shall meet the following requirements:

(i) Written guidelines that establish the formation and composition of the Advisory Committee, terms of service for members, contingency for removal or resignation of members, a schedule of meetings, and any other administrative details;

(ii) Composition that includes at least an equal number of local representatives as state representatives;

(iii) A process for receiving input from Subdivisions and other communities regarding how the opioid crisis is affecting their communities, their abatement needs, and proposals for abatement strategies and responses; and

(iv) A process by which Advisory Committee recommendations for expenditures for Opioid Remediation will be made to and considered by the appropriate state agencies. 3. <u>Abatement Accounts Fund Reporting</u>. The Settlement Fund Administrator shall track and assist in the report of remediation disbursements as agreed to among the Settling Distributors and the Enforcement Committee.

F. *Nature of Payment*. Each of the Settling Distributors, the Settling States, and the Participating Subdivisions acknowledges and agrees that notwithstanding anything to the contrary in this Agreement, including, but not limited to, the scope of the Released Claims:

1. It has entered into this Agreement to avoid the delay, expense, inconvenience, and uncertainty of further litigation;

2. (a) The Settling States and Participating Subdivisions sought compensatory restitution (within the meaning of 26 U.S.C. § 162(f)(2)(A)) as damages for the Alleged Harms allegedly suffered by the Settling States and Participating Subdivisions; (b) the Compensatory Restitution Amount is no greater than the amount, in the aggregate, of the Alleged Harms allegedly suffered by the Settling States and Participating Subdivisions; and (c) the portion of the Compensatory Restitution Amount received by each Settling State or Participating Subdivision is no greater than the amount of the Alleged Harms allegedly suffered by such Settling State or Participating Subdivision;

3. The payment of the Compensatory Restitution Amount by the Settling Distributors constitutes, and is paid for, compensatory restitution (within the meaning of 26 U.S.C. § 162(f)(2)(A)) for alleged damage or harm (as compensation for alleged damage or harm arising out of alleged bodily injury) allegedly caused by the Settling Distributors;

4. The Compensatory Restitution Amount is being paid as compensatory restitution (within the meaning of 26 U.S.C. 162(f)(2)(A)) in order to restore, in whole or in part, the Settling States and Participating Subdivisions to the same position or condition that they would be in had the Settling States and Participating Subdivisions not suffered the Alleged Harms; and

5. For the avoidance of doubt: (a) no portion of the Compensatory Restitution Amount represents reimbursement to any Settling State or Participating Subdivision or other person or entity for the costs of any investigation or litigation, (b) the entire Compensatory Restitution Amount is properly characterized as described in <u>Section V.F</u>, and (c) no portion of the Compensatory Restitution Amount constitutes disgorgement or is properly characterized as the payment of statutory or other fines, penalties, punitive damages, or other punitive assessments.

VI. Enforcement

A. *Enforceability.* This Agreement is enforceable only by the Settling States and the Settling Distributors; *provided*, *however*, that Released Entities may enforce Section XI and Participating Subdivisions listed on Exhibit G have the enforcement rights described in Section <u>VI.D</u>. Except to the extent allowed by the Injunctive Relief Terms, Settling States and Participating Subdivisions shall not have enforcement rights with respect to either the terms of

12.c

this Agreement that apply only to or in other States or any Consent Judgment entered into by another Settling State. Participating Subdivisions shall not have enforcement rights against the Settling Distributors with respect to this Agreement or any Consent Judgment except that Participating Subdivisions listed on <u>Exhibit G</u> shall have enforcement rights as set forth herein as to payments that would be allocated to the Subdivision Fund or Abatement Accounts Fund pursuant to <u>Section V</u>; *provided*, *however*, that each Settling State shall allow Participating Subdivisions in such Settling State to notify it of any perceived violations of this Agreement or the applicable Consent Judgment.

B. *Jurisdiction*. The Settling Distributors consent to the jurisdiction of the court in which each Settling State files its Consent Judgment, limited to resolution of disputes identified in <u>Section VI.F.1</u> for resolution in that court.

C. Specific Terms Dispute Resolution.

1. Any dispute that is addressed by the provisions set forth in the Injunctive Relief Terms shall be resolved as provided therein.

2. In the event that Settling Distributors believe that the eight-five percent (85%) threshold established in <u>Section V.B.1</u> is not being satisfied, any Party may request that the Settling Distributors and Enforcement Committee meet and confer regarding the use of funds to implement <u>Section V.B.1</u>. The completion of such meet-and-confer process is a precondition to further action regarding any such dispute. Further action concerning <u>Section V.B.1</u> shall: (i) be limited to the Settling Distributors seeking to reduce their Annual Payments by no more than five percent (5%) of the difference between the actual amount of Opioid Remediation and the eighty-five percent (85%) threshold established in <u>Section V.B.1</u>; (ii) only reduce Annual Payments to those Settling States and their Participating Subdivisions that are below the eighty-five percent (85%) threshold established in <u>Section V.B.1</u>; and (iii) not reduce Annual Payments restricted to future Opioid Remediation.

D. State-Subdivision Enforcement.

1. A Subdivision shall not have enforcement rights against a Settling State in which it is located with respect to this Agreement or any Consent Judgment except that a Participating Subdivision listed on <u>Exhibit G</u> shall have enforcement rights (a) as provided for in a State-Subdivision Agreement, Allocation Statute, or Statutory Trust with respect to intrastate allocation or (b) in the absence of a State-Subdivision Agreement, Allocation Statute, or Statutory Trust with respect to intrastate allocation or (b) in the absence of a State-Subdivision Agreement, Allocation Statute, or Statutory Trust, to allegations that (i) the Settling State's use of Abatement Accounts Fund monies were not used for uses similar to or in the nature of those uses contained in <u>Exhibit E</u>; or (ii) a Settling State failed to pay funds directly from the Abatement Accounts Fund to a Participating Subdivision eligible to receive a block grant pursuant to <u>Section V.E.2.b</u>.

2. A Settling State shall have enforcement rights against a Participating Subdivision located in its territory (a) as provided for in a State-Subdivision Agreement, Allocation Statute, or Statutory Trust; or (b) in the absence of a State-Subdivision Agreement, Allocation Statute, or Statutory Trust, to allegations that the Participating Subdivisions' uses of Abatement Accounts Fund monies were not used for purposes similar to or in the nature of those uses contained in <u>Exhibit E</u>.

3. As between Settling States and Participating Subdivisions, the above rights are contractual in nature and nothing herein is intended to limit, restrict, change or alter any other existing rights under law.

E. *Subdivision Distributor Payment Enforcement*. A Participating Subdivision listed on Exhibit G shall have the same right as a Settling State pursuant to Section VI.F.2.a(v) to seek resolution regarding the failure by a Settling Distributor to make its allocable share of an Annual Payment in a Payment Year.

F. Other Terms Regarding Dispute Resolution.

1. Except to the extent provided by <u>Section VI.C</u> or <u>Section VI.F.2</u>, all disputes shall be resolved in either the court that entered the relevant Consent Judgment or, if no such Consent Judgment was entered, a state or territorial court with jurisdiction located wherever the seat of the relevant state government is located.

a. State court proceedings shall be governed by the rules and procedures of the relevant forum.

b. For the avoidance of doubt, disputes to be resolved in state court include, but are not limited to, the following:

(i) disputes concerning whether expenditures qualify as Opioid Remediation;

(ii) disputes between a Settling State and its Participating
 Subdivisions as provided by <u>Section VI.D</u>, except to the extent the State Subdivision Agreement provides for other dispute resolution mechanisms.
 For the avoidance of doubt, disputes between a Settling State and any
 Participating Subdivision shall not be considered National Disputes;

(iii) whether this Agreement and relevant Consent Judgment are binding under state law;

(iv) the extent of the Attorney General's or other participating entity's authority under state law, including the extent of the authority to release claims;

(v) whether the definition of a Bar, a Case-Specific Resolution, Final Order, lead state agency as described in <u>Section V.D.4.b</u>, Later Litigating Subdivision, Litigating Subdivision, or Threshold Motion have been met; and (vi) all other disputes not specifically identified in <u>Section VI.C</u> or <u>Section VI.F.2</u>.

c. Any Party may request that the National Arbitration Panel provide an interpretation of any provision of the settlement that is relevant to the state court determination, and the National Arbitration Panel shall make reasonable best efforts to supply such interpretation within the earlier of thirty (30) calendar days or the time period required by the state court proceedings. Any Party may submit that interpretation to the state court to the extent permitted by, and for such weight provided by, the state court's rules and procedures. If requested by a Party, the National Arbitration Panel shall request that its interpretation be accepted in the form of an *amicus curiae* brief, and any attorneys' fees and costs for preparing any such filing shall be paid for by the requesting Party.

2. National Disputes involving a Settling State, a Participating Subdivision that has enforcement rights pursuant to <u>Section VI.A</u>, and/or a Settling Distributor shall be resolved by the National Arbitration Panel.

a. National Disputes are disputes that are not addressed by <u>Section VI.C</u>, and which are exceptions to <u>Section VI.F.1</u>'s presumption of resolution in state courts because they involve issues of interpretation of terms contained in this Agreement applicable to all Settling States without reference to a particular State's law. Disputes between a Settling State and any Participating Subdivision shall not be considered National Disputes. National Disputes are limited to the following:

(i) the amount of offset and/or credit attributable to Non-Settling States or the Tribal/W. Va. Subdivision Credit;

(ii) issues involving the scope and definition of Product;

(iii) interpretation and application of the terms "Covered Conduct," "Released Entities," and "Released Claims";

(iv) the allocation of payments among Settling Distributors as described in <u>Section IV.I;</u>

(v) the failure by a Settling Distributor to pay its allocable share of the Annual Payment or of the Additional Restitution Amount in a Payment Year, but for the avoidance of doubt, disputes between a Settling Distributor and a Settling State over the amounts owed only to that state that do not affect any other Settling State shall not be considered National Disputes;

(vi) the interpretation and application of the significant financial constraint provision in <u>Section IV.K</u>, including, without limitation, eligibility for and amount of deferrals for any given year, time for repayment, and compliance with restrictions during deferral term;

(vii) the interpretation and application of the prepayment provisions as described in Section IV.J;

(viii) the interpretation and application of any most-favorednation provision in <u>Section XIV.E</u>;

(ix) questions regarding the performance and/or removal of the Settlement Fund Administrator;

(x) replacement of the Monitor, as provided in the Injunctive Relief Terms;

(xi) disputes involving liability of successor entities;

(xii) disputes that require a determination of the sufficiency of participation in order to qualify for Incentive Payments A, B, or C, as well as disputes over qualification for Participation Tiers;

(xiii) disputes involving a Releasor's compliance with, and the appropriate remedy under, <u>Section XI.B.I.A.3</u>;

(xiv) disputes requiring the interpretation of Agreement terms that are national in scope or impact, which shall mean disputes requiring the interpretation of Agreement terms that (i) concretely affect four (4) or more Settling States; and (ii) do not turn on unique definitions and interpretations under state law; and

(xv) any dispute subject to resolution under <u>Section VI.F.1</u> but for which all parties to the dispute agree to arbitration before the National Arbitration Panel under the provisions of this <u>Section VI.F.2</u>.

b. The National Arbitration Panel shall be comprised of three (3) arbitrators. One (1) arbitrator shall be chosen by the Settling Distributors, one (1) arbitrator shall be chosen by the Enforcement Committee with due input from Participating Subdivisions listed on Exhibit G, and the third arbitrator shall be agreed upon by the first two (2) arbitrators. The membership of the National Arbitration Panel is intended to remain constant throughout the term of this Agreement, but in the event that replacements are required, the retiring arbitrator shall be replaced by the party that selected him/her.

c. The National Arbitration Panel shall make reasonable best efforts to decide all matters within one hundred eighty (180) calendar days of filing, and in no event shall it take longer than one (1) year.

d. The National Arbitration Panel shall conduct all proceedings in a reasonably streamlined process consistent with an opportunity for the parties to be heard. Issues shall be resolved without the need for live witnesses where feasible,

and with a presumption in favor of remote participation to minimize the burdens on the parties.

e. To the extent allowed under state law, a Settling State, a Participating Subdivision that has enforcement rights pursuant to <u>Section VI.A</u>, and (at any party's request) the National Arbitration Panel may certify to an appropriate state court any question of state law. The National Arbitration Panel shall be bound by a final state court determination of such a certified question. The time period for the arbitration shall be tolled during the course of the certification process.

f. The arbitrators will give due deference to any authoritative interpretation of state law, including any declaratory judgment or similar relief obtained by a Settling State, a Participating Subdivision that has enforcement rights pursuant to <u>Section VI.A</u>, or Settling Distributor on a state law issue.

g. The decisions of the National Arbitration Panel shall be binding on Settling States, Participating Subdivisions, Settling Distributors, and the Settlement Fund Administrator. In any proceeding before the National Arbitration Panel involving a dispute between a Settling State and one or more Settling Distributors whose resolution could prejudice the rights of a Participating Subdivision(s) in that Settling State, such Participating Subdivision(s) shall be allowed to file a statement of view in the proceeding.

h. Nothing herein shall be construed so as to limit or otherwise restrict a State from seeking injunctive or other equitable relief in state court to protect the health, safety, or welfare of its citizens.

i. Each party shall bear its own costs in any arbitration or court proceeding arising under this <u>Section VI</u>. The costs for the arbitrators on the National Arbitration Panel shall be divided and paid equally by the disputing sides for each individual dispute, *e.g.*, a dispute between a Settling Distributor and Settling States/Participating Subdivisions shall be split fifty percent (50%) by the Settling Distributor and fifty percent (50%) by the Settling States/Participating Subdivisions that are parties to the dispute; a dispute between a Settling State and a Participating Subdivision shall be split fifty percent (50%) by the Settling State that is party to the dispute and fifty percent (50%) by any Participating Subdivisions that are parties to the dispute.

3. Prior to initiating an action to enforce pursuant to this <u>Section VI.F</u>, the complaining party must:

a. Provide written notice to the Enforcement Committee of its complaint, including the provision of the Consent Judgment and/or Agreement that the practice appears to violate, as well as the basis for its interpretation of the disputed provision. The Enforcement Committee shall establish a reasonable process and timeline for obtaining additional information from the involved parties; *provided*, *however*, that the date the Enforcement Committee establishes for obtaining additional information from the parties shall not be more than forty-five (45) calendar days following the notice. The Enforcement Committee may advise the involved parties of its views on the complaint and/or seek to resolve the complaint informally.

b. Wait to commence any enforcement action until thirty (30) calendar days after the date that the Enforcement Committee establishes for obtaining additional information from the involved parties.

4. If the parties to a dispute cannot agree on the proper forum for resolution of the dispute under the provisions of <u>Section VI.F.1</u> or <u>Section VI.F.2</u>, a committee comprising the Enforcement Committee and sufficient representatives of the Settling Distributors such that the members of the Enforcement Committee have a majority of one (1) member will determine the forum where the dispute will be initiated within twenty-eight (28) calendar days of receiving notification of the dispute relating to the proper forum. The forum identified by such committee shall be the sole forum for litigating the issue of which forum will hear the substantive dispute, and the committee's identification of such forum in the first instance shall not be entitled to deference by the forum selected.

G. *No Effect.* Nothing in this Agreement shall be interpreted to limit the Settling State's Civil Investigative Demand ("*CID*") or investigative subpoena authority, to the extent such authority exists under applicable state law and the CID or investigative subpoena is issued pursuant to such authority, and Settling Distributors reserve all of their rights in connection with a CID or investigative subpoena issued pursuant to such authority.

VII. Participation by Subdivisions

Notice. No later than fifteen (15) calendar days after the Preliminary Agreement A. Date, the Settling States, with the cooperation of the Settling Distributors, shall send individual written notice of the opportunity to participate in this Agreement and the requirements of participation to all Subdivisions in the Settling States that are (1) Litigating Subdivisions or (2) Non-Litigating Subdivisions listed on Exhibit G. The costs of the written notice to such Subdivisions shall be paid for by the Settling Distributors. The Settling States, with the cooperation of the Settling Distributors, may also provide general notice reasonably calculated to alert Non-Litigating Subdivisions in the Settling States to this Agreement, the opportunity to participate in it, and the requirements for participation. Such notice may include publication and other standard forms of notification, as well as notice to national state and county organizations such as the National Association of Counties and the National League of Cities. The notice will include that the deadline for becoming an Initial Participating Subdivision is the Initial Participation Date. Nothing contained herein shall preclude a Settling State from providing further notice to or otherwise contacting any of its Subdivisions about becoming a Participating Subdivision, including beginning any of the activities described in this paragraph prior to the Preliminary Agreement Date.

B. *Requirements for Becoming a Participating Subdivision—Non-Litigating Subdivisions*. A Non-Litigating Subdivision in a Settling State may become a Participating

12.c

Subdivision by returning an executed Subdivision Settlement Participation Form to the Settlement Fund Administrator specifying (1) that the Subdivision agrees to the terms of this Agreement pertaining to Subdivisions, (2) that the Subdivision releases all Released Claims against all Released Entities, (3) that the Subdivision agrees to use monies it receives, if any, from the Settlement Fund pursuant to the applicable requirements of <u>Section V</u>; *provided*, *however*, that Non-Litigating Subdivisions may only use monies originating from the Settlement Fund for purposes that qualify as Opioid Remediation, and (4) that the Subdivision submits to the jurisdiction of the court where the applicable Consent Judgment is filed for purposes limited to that court's role under this Agreement. The required Subdivision Settlement Participation Form is attached as <u>Exhibit K</u>.

C. Requirements for Becoming a Participating Subdivision—Litigating Subdivisions/Later Litigating Subdivisions. A Litigating Subdivision or Later Litigating Subdivision in a Settling State may become a Participating Subdivision by returning an executed Subdivision Settlement Participation Form to the Settlement Fund Administrator and upon prompt dismissal with prejudice of its lawsuit. A Settling State may require each Litigating Subdivision in that State to specify on the Subdivision Settlement Participation Form whether its counsel has waived any contingency fee contract with that Participating Subdivision and whether, if eligible, it intends to seek fees pursuant to <u>Exhibit R</u>. The Settlement Fund Administrator shall provide quarterly reports of this information to the parties organized by Settling State. A Litigating Subdivision or Later Litigating Subdivision may not become a Participating Subdivision after the completion of opening statements in a trial of the lawsuit it brought that includes a Released Claim against a Released Entity.

D. *Initial Participating Subdivisions*. A Subdivision qualifies as an Initial Participating Subdivision if it meets the applicable requirements for becoming a Participating Subdivision set forth in <u>Section VII.B</u> or <u>Section VII.C</u> by the Initial Participation Date. All Subdivision Settlement Participation Forms shall be held in escrow by the Settlement Fund Administrator until the Reference Date.

E. Later Participating Subdivisions. A Subdivision that is not an Initial Participating Subdivision may become a Later Participating Subdivision by meeting the applicable requirements for becoming a Participating Subdivision set forth in <u>Section VII.B</u> or <u>Section VII.C</u> after the Initial Participation Date and by agreeing to be subject to the terms of a State-Subdivision Agreement (if any) or any other structure adopted or applicable pursuant to <u>Section V.D</u> or <u>Section V.E</u>. The following provisions govern what a Later Participating Subdivision can receive (but do not apply to Initial Participating Subdivisions):

1. Except as provided in <u>Section IV.C</u>, a Later Participating Subdivision shall not receive any share of any Annual Payment due before it became a Participating Subdivision.

2. A Later Participating Subdivision that becomes a Participating Subdivision after July 15, 2022 shall receive seventy-five percent (75%) of the share of future base or incentive payments that it would have received had it become a Later Participating Subdivision prior to that date (unless the Later Participating Subdivision is subject to <u>Section VII.E.3</u> or <u>Section VII.E.4</u>). 3. A Later Participating Subdivision that, after the Initial Participation Date, maintains a lawsuit for a Released Claim(s) against a Released Entity and has judgment entered against it on every such Claim before it became a Participating Subdivision (other than a consensual dismissal with prejudice) shall receive fifty percent (50%) of the share of future base or incentive payments that it would have received had it become a Later Participating Subdivision prior to such judgment; *provided, however*, that if the Subdivision appeals the judgment and the judgment is affirmed with finality before the Subdivision becomes a Participating Subdivision, the Subdivision shall not receive any share of any base payment or incentive payments.

4. A Later Participating Subdivision that becomes a Participating Subdivision while a Bar or Case-Specific Resolution involving a different Subdivision exists in its State shall receive twenty-five percent (25%) of the share of future base or incentive payments that it would have received had it become a Later Participating Subdivision without such Bar or Case-Specific Resolution.

F. *No Increase in Payments*. Amounts to be received by Later Participating Subdivisions shall not increase the payments due from the Settling Distributors.

G. *Ineligible Subdivisions*. Subdivisions in Non-Settling States and Prior Litigating Subdivisions are not eligible to be Participating Subdivisions.

H. *Non-Participating Subdivisions*. Non-Participating Subdivisions shall not directly receive any portion of any Annual Payment, including from the State Fund and direct distributions from the Abatement Accounts Fund; however, a Settling State may choose to fund future Opioid Remediation that indirectly benefits Non-Participating Subdivisions.

I. Unpaid Allocations to Later Participating Subdivisions and Non-Participating Subdivisions. Any base payment and incentive payments allocated pursuant to <u>Section V.D</u> to a Later Participating Subdivision or Non-Participating Subdivision that cannot be paid pursuant to this <u>Section VII</u>, including the amounts that remain unpaid after the reductions required by <u>Section VII.E.2</u> through <u>Section VII.E.4</u>, will be allocated to the Abatement Accounts Fund for the Settling State in which the Subdivision is located, unless those payments are redirected elsewhere by a State-Subdivision Agreement or by a Statutory Trust.

VIII. Condition to Effectiveness of Agreement and Filing of Consent Judgment

A. Determination to Proceed With Settlement.

1. The Settling States shall confer with legal representatives of the Participating Subdivisions listed on Exhibit G and inform the Settling Distributors no later than fifteen (15) calendar days prior to the Reference Date whether there is sufficient participation to proceed with this Agreement. Within seven (7) calendar days of informing the Settling Distributors that there is sufficient participation to proceed, the Settling States will deliver all signatures and releases required by the Agreement to be provided by the Settling States to the Settling Distributors.

2. If the Settling States inform Settling Distributors that there is sufficient participation, the Settling Distributors will then determine on or before the Reference Date whether there is sufficient State participation and sufficient resolution of the Claims of the Litigating Subdivisions in the Settling States (through participation under <u>Section VII</u>, Case-Specific Resolution(s) and Bar(s)) to proceed with this Agreement. The determination shall be in the sole discretion of the Settling Distributors and may be based on any criteria or factors deemed relevant by the Settling Distributors.

B. *Notice by Settling Distributors.* On or before the Reference Date, the Settling Distributors shall inform the Settling States of their determination pursuant to <u>Section VIII.A.</u> If the Settling Distributors determine to proceed, the Parties will proceed to file the Consent Judgments and the obligations in the Subdivision Settlement Participation Forms will be effective and binding as of the Reference Date. If the Settling Distributors determine not to proceed, this Agreement will have no further effect, any amounts placed in escrow for Payment Year 1, including funds referenced in <u>Section IV.C.1, Section IX, Section X, and Exhibit M, shall be returned to the Settling Distributors, and all releases (including those contained in Subdivision Settlement Participation Forms) and other commitments or obligations contained herein or in Subdivision Settlement Participation Forms will be void.</u>

C. Determination of the Participation Tier.

1. On the Reference Date, *provided* that Settling Distributors determine to proceed with this Agreement, the Settlement Fund Administrator shall determine the Participation Tier. The criteria used to determine the Participation Tier are set forth in <u>Exhibit H</u>. Any disputes as to the determination of the Participation Tier shall be decided by the National Arbitration Panel.

2. The Participation Tier shall be redetermined by the Settlement Fund Administrator annually as of the Payment Date, beginning with Payment Year 3, pursuant to the criteria set forth in <u>Exhibit H</u>.

3. After Payment Year 6, the Participation Tier cannot move higher, unless this restriction is waived by the Settling Distributors.

4. In the event that a Participation Tier redetermination moves the Participation Tier higher, and that change is in whole or in part as a result of the post-Reference Date enactment of a Bar and there is later a Revocation Event with respect to such Bar, then on the next Payment Date that is at least one hundred eighty (180) calendar days after the Revocation Event, the Participation Tier shall move down to the Participation Tier that would have applied had the Bar never been enacted, unless the Bar is reinstated or all Subdivisions affected by the Revocation Event become Participating Subdivisions within one hundred eighty (180) calendar days of the Revocation Event. This is the sole circumstance in which, on a nationwide basis, the Participation Tier can move down.

5. In the event that there is a post-Reference Date Revocation Event with respect to a Bar that was enacted in a Settling State prior to the Reference Date, then, on

the next Payment Date that is at least one hundred eighty (180) calendar days after the Revocation Event, unless the Bar is reinstated or all Subdivisions affected by the Revocation Event become Participating Subdivisions within one hundred eighty (180) calendar days of the Revocation Event, the Participation Tier shall decrease – solely for the State in which the Revocation Event occurred – to the Participation Tier commensurate with the percentage of Litigating Subdivisions in that State that are Participating Subdivisions and the percentage of Non-Litigating Subdivisions that are both Primary Subdivisions and Participating Subdivisions, according to the criteria set forth in <u>Exhibit G</u>, except that the calculations shall be performed as to that State alone. For the avoidance of doubt and solely for the calculation in this subparagraph, the Settling States Column of <u>Exhibit H</u> shall play no role. This is the sole circumstance in which one Settling State will have a different Participation Tier than other Settling States.

6. The redetermination of the Participation Tier under <u>Section VIII.C.2</u> shall not affect payments already made or suspensions, offsets, or reductions already applied.

IX. Additional Restitution

A. Additional Restitution Amount. Pursuant to the schedule set forth in Exhibit M and subject to the reduction specified in Section IX.B, the Settling Distributors shall pay an Additional Restitution Amount to the Settling States listed in Exhibit N. Such funds shall be paid, on the schedule set forth on Exhibit M, on the Payment Date for each relevant Payment Year to such Settling States as allocated by the Settlement Fund Administrator pursuant to Exhibit N.

B. *Reduction of Additional Restitution Amount*. In the event that any Non-Settling States appear on Exhibit N, the amounts owed by Settling Distributors pursuant to this <u>Section IX</u> shall be reduced by the allocations set forth on Exhibit N for any such Non-Settling States.

C. *Use of Funds.* All funds paid as an Additional Restitution Amount shall be part of the Compensatory Restitution Amount, shall be used for Opioid Remediation, except as allowed by <u>Section V.B.2</u>, and shall be governed by the same requirements as specified in <u>Section V.F.</u>

X. Plaintiffs' Attorneys' Fees and Costs

The Agreement on Attorneys' Fees, Expenses and Costs is set forth in <u>Exhibit R</u> and incorporated herein by reference. The Agreement on the State Outside Counsel Fee Fund and Agreement on the State Cost Fund Administration are set forth in <u>Exhibit S</u> and <u>Exhibit T</u>, respectively, and are incorporated herein by reference.

XI. Release

A. *Scope*. As of the Effective Date, the Released Entities are hereby released and forever discharged from all of the Releasors' Released Claims. Each Settling State (for itself and its Releasors) and Participating Subdivision 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 this Agreement 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 each Settling State and its Attorney General to release claims. This Agreement shall be a complete bar to any Released Claim.

B. Claim-Over and Non-Party Settlement.

1. It is the intent of the Parties that:

a. Released Entities should not seek contribution or indemnification (other than pursuant to an insurance contract), from other parties for their payment obligations under this Agreement;

b. the payments made under this Agreement shall be the sole payments made by the Released Entities to the Releasors involving, arising out of, or related to Covered Conduct (or conduct that would be Covered Conduct if engaged in by a Released Entity);

c. Claims by Releasors against non-Parties should not result in additional payments by Released Entities, whether through contribution, indemnification or any other means; and

d. the Agreement meets the requirements of the Uniform Contribution Among Joint Tortfeasors Act and any similar state law or doctrine that reduces or discharges a released party's liability to any other parties.

The provisions of this <u>Section XI.B</u> are intended to be implemented consistent with these principles. This Agreement and the releases and dismissals provided for herein are made in good faith.

2. No Released Entity shall seek to recover for amounts paid under this Agreement based on indemnification, contribution, or any other theory from a manufacturer, pharmacy, hospital, pharmacy benefit manager, health insurer, third-party vendor, trade association, distributor, or health care practitioner; *provided* that a Released Entity shall be relieved of this prohibition with respect to any entity that asserts a Claim-Over against it. For the avoidance of doubt, nothing herein shall prohibit a Released Entity from recovering amounts owed pursuant to insurance contracts.

3. To the extent that, on or after the Reference Date, any Releasor enters into a Non-Party Settlement, including in any bankruptcy case or through any plan of reorganization (whether individually or as a class of creditors), the Releasor will include (or in the case of a Non-Party Settlement made in connection with a bankruptcy case, will cause the debtor to include), unless prohibited from doing so under applicable law, in the Non-Party Settlement a prohibition on contribution or indemnity of any kind substantially equivalent to that required from the Settling Distributors in <u>Section XI.B.2</u>, or a release from such Non-Released Entity in favor of the Released Entities (in a form equivalent to the releases contained in this Agreement) of any Claim-Over. The obligation to obtain

the prohibition and/or release required by this subsection is a material term of this Agreement.

4. In the event that any Releasor obtains a judgment with respect to Non-Party Covered Conduct against a Non-Released Entity that does not contain a prohibition like that described in <u>Section XI.B.3</u>, or any Releasor files a Non-Party Covered Conduct Claim against a Non-Released Entity in bankruptcy or a Releasor is prevented for any reason from obtaining a prohibition/release in a Non-Party Settlement as provided in <u>Section XI.B.3</u>, and such Non-Released Entity asserts a Claim-Over against a Released Entity, the Released Entity shall be relieved of the prohibition in <u>Section XI.B.2</u> with respect to that Non-Released Entity and that Releasor and the Settling Distributors shall take the following actions to ensure that the Released Entities do not pay more with respect to Covered Conduct to Releasors or to Non-Released Entities than the amounts owed under this Settlement Agreement by the Settling Distributors:

a. Settling Distributors shall notify that Releasor of the Claim-Over within sixty (60) calendar days of the assertion of the Claim-Over or sixty (60) calendar days of the Effective Date of this Settlement Agreement, whichever is later;

b. Settling Distributors and that Releasor shall meet and confer concerning the means to hold Released Entities harmless and ensure that they are not required to pay more with respect to Covered Conduct than the amounts owed by Settling Distributors under this Agreement;

c. That Releasor and Settling Distributors shall take steps sufficient and permissible under the law of the State of the Releasor to hold Released Entities harmless from the Claim-Over and ensure Released Entities are not required to pay more with respect to Covered Conduct than the amounts owed by Settling Distributors under this Agreement. Such steps may include, where permissible:

(i) Filing of motions to dismiss or such other appropriate motion by Settling Distributors or Released Entities, and supported by Releasors, in response to any claim filed in litigation or arbitration;

(ii) Reduction of that Releasors' Claim and any judgment it has obtained or may obtain against such Non-Released Entity by whatever amount or percentage is necessary to extinguish such Claim-Over under applicable law, up to the amount that Releasor has obtained, may obtain, or has authority to control from such Non-Released Entity;

(iii) Placement into escrow of funds paid by the Non-Released Entities such that those funds are available to satisfy the Claim-Over;

(iv) Return of monies paid by Settling Distributors to that Releasor under this Settlement Agreement to permit satisfaction of a

judgment against or settlement with the Non-Released Entity to satisfy the Claim-Over;

(v) Payment of monies to Settling Distributors by that Releasor to ensure they are held harmless from such Claim-Over, up to the amount that Releasor has obtained, may obtain, or has authority to control from such Non-Released Entity;

(vi) Credit to the Settling Distributors under this Agreement to reduce the overall amounts to be paid under the Agreement such that they are held harmless from the Claim-Over; and

(vii) Such other actions as that Releasor and Settling Distributors may devise to hold Settling Distributors harmless from the Claim-Over.

d. The actions of that Releasor and Settling Distributors taken pursuant to paragraph (c) must, in combination, ensure Settling Distributors are not required to pay more with respect to Covered Conduct than the amounts owed by Settling Distributors under this Agreement.

e. In the event of any dispute over the sufficiency of the actions taken pursuant to paragraph (c), that Releasor and the Settling Distributors may seek review by the National Arbitration Panel, provided that, if the parties agree, such dispute may be heard by the state court where the relevant Consent Judgment was filed. The National Arbitration Panel shall have authority to require Releasors to implement a remedy that includes one or more of the actions specified in paragraph (c) sufficient to hold Released Entities fully harmless. In the event that the Panel's actions do not result in Released Entities being held fully harmless, Settling Distributors shall have a claim for breach of this Agreement by Releasors, with the remedy being payment of sufficient funds to hold Settling Distributors harmless from the Claim-Over. For the avoidance of doubt, the prior sentence does not limit or eliminate any other remedy that Settling Distributors may have.

5. To the extent that the Claim-Over is based on a contractual indemnity, the obligations under <u>Section XI.B.4</u> shall extend solely to a Non-Party Covered Conduct Claim against a pharmacy, clinic, hospital or other purchaser or dispenser of Products, a manufacturer that sold Products, a consultant, and/or a pharmacy benefit manager or other third-party payor. Each Settling Distributor shall notify the Settling States, to the extent permitted by applicable law, in the event that any of these types of Non-Released Entity asserts a Claim-Over arising out of contractual indemnity against it.

B. *Indemnification and Contribution Prohibited*. No Released Entity shall seek to recover for amounts paid under this Agreement based on indemnification, contribution, or any other theory, from a manufacturer, pharmacy, hospital, pharmacy benefit manager, health insurer, third-party vendor, trade association, distributor, or health care practitioner. For the

avoidance of doubt, nothing herein shall prohibit a Released Entity from recovering amounts owed pursuant to insurance contracts.

C. *General Release*. In connection with the releases provided for in this Agreement, each Settling State (for itself and its Releasors) and Participating Subdivision 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 Settling State (for itself and its Releasors) and Participating Subdivision 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 Settling States' decision to enter into this Agreement or the Participating Subdivisions' decision to participate in this Agreement.

D. Assigned Interest Waiver. To the extent that any Settling State has any direct or indirect interest in any rights of a third-party that is a debtor under the Bankruptcy Code as a result of a claim arising out of Covered Conduct by way of assignment or otherwise, including as a result of being the beneficiary of a trust or other distribution entity, to assert claims against a Settling Distributor (whether derivatively or otherwise), under any legal or equitable theory, including for indemnification, contribution, or subrogation, such Settling State waives the right to assert any such claim, or to receive a distribution or any benefit on account of such claim and such claim, distribution, or benefit shall be deemed assigned to such Settling Distributor.

E. *Res Judicata*. Nothing in this Agreement shall be deemed to reduce the scope of the res judicata or claim preclusive effect that the settlement memorialized in this Agreement, and/or any Consent Judgment or other judgment entered on this Agreement, gives rise to under applicable law.

F. *Representation and Warranty*. The signatories hereto on behalf of their respective Settling States expressly represent and warrant that they have (or have obtained, or will obtain no later than the Initial Participation Date) the authority to settle and release, to the maximum extent of the State's power, all Released Claims of (1) their respective Settling States, (2) all past and present executive departments, state agencies, divisions, boards, commissions and instrumentalities with the regulatory authority to enforce state and federal controlled substances acts, and (3) any of their respective Settling State's past and present executive departments, agencies, divisions, boards, commissions and instrumentalities that have the authority to bring Claims related to Covered Conduct seeking money (including abatement and/or remediation) or revocation of a pharmaceutical distribution license. For the purposes of <u>clause (3)</u> above, executive departments, agencies, divisions, boards, commissions, and instrumentalities are those that are under the executive authority or direct control of the State's Governor. Also for the purposes of <u>clause (3)</u>, a release from a State's Governor is sufficient to demonstrate that the appropriate releases have been obtained.

G. *Effectiveness.* The releases set forth in this Agreement shall not be impacted in any way by any dispute that exists, has existed, or may later exist between or among the Releasors. Nor shall such releases be impacted in any way by any current or future law, regulation, ordinance, or court or agency order limiting, seizing, or controlling the distribution or use of the Settlement Fund or any portion thereof, or by the enactment of future laws, or by any seizure of the Settlement Fund or any portion thereof.

H. *Cooperation*. Releasors (1) will not encourage any person or entity to bring or maintain any Released Claim against any Released Entity and (2) will reasonably cooperate with and not oppose any effort by Settling Distributors to secure the prompt dismissal of any and all Released Claims.

I. *Non-Released Claims*. Notwithstanding the foregoing or anything in the definition of Released Claims, this Agreement does not waive, release or limit any criminal liability, Claims for liability under tax law, Claims under securities law by a State Releasor as investor, Claims against parties who are not Released Entities, Claims by private individuals, and any claims arising under this Agreement for enforcement of this Agreement.

XII. Later Litigating Subdivisions

A. *Released Claims against Released Entities.* Subject to <u>Section XII.B</u>, the following shall apply in the event a Later Litigating Subdivision in a Settling State maintains a lawsuit for a Released Claim against a Released Entity after the Reference Date:

1. The Released Entity shall take ordinary and reasonable measures to defend the action, including filing a Threshold Motion with respect to the Released Claim. The Released Entity shall further notify the Settling State and Settlement Fund Administrator immediately upon notice of a Later Litigating Subdivision bringing a lawsuit for a Released Claim, and shall not oppose a Settling State's submission in support of the Threshold Motion.

2. The provisions of this <u>Section XII.A.2</u> apply if the Later Litigating Subdivision is a Primary Subdivision (except as provided in <u>Section XII.A.2.f</u>):

a. If a lawsuit including a Released Claim survives until the Suspension Deadline for that lawsuit, the Settlement Fund Administrator shall calculate the Suspension Amount applicable to the next Payment due from the Settling Distributor(s) at issue and apportioned to the State of the Later Litigating Subdivision and to Subdivisions in that State; *provided*, *however*, that the Suspension Amount for a Payment Year cannot exceed the Suspension Cap. The Suspension Amount shall be paid into the Settlement Fund Escrow account. If the Suspension Amount exceeds the Suspension Cap for that Payment Year, then the remaining amount will be paid into the Settlement Fund Escrow in the following Payment Year, subject to the Suspension Cap for that Payment Year, and so forth in each succeeding Payment Year until the entire Suspension Amount has been paid into the Settlement Fund Escrow or the Released Claim is resolved, as provided below, whichever comes first. A suspension does not apply during the pendency of any appeal dismissing the lawsuit for a Released Claim in whole.

b. If the Released Claim is resolved with finality without requirement of payment by the Released Entity, the placement of any remaining balance of the Suspension Amount into the Settlement Fund Escrow shall cease and the Settlement Fund Administrator shall immediately transfer amounts in the Settlement Fund Escrow on account of the suspension to the Settling State at issue and its Participating Subdivisions. The lawsuit will not cause further suspensions unless the Released Claim is reinstated upon further review, legislative action, or otherwise.

c. If the Released Claim is resolved with finality on terms requiring payment by the Released Entity, the Settlement Fund Administrator will transfer the amounts in the Settlement Fund Escrow on account of the suspension to the Settling Distributor(s) at issue necessary to satisfy the payment obligation of the Released Entity to the relevant Later Litigating Subdivision. If any balance remains in the Settlement Fund Escrow on account of the suspension after transfer of the amount necessary to satisfy the payment obligation, the Settlement Fund Administrator will immediately transfer the balance to the Settling State at issue and its Participating Subdivisions. If the payment obligation of the Released Entity to the relevant Later Litigating Subdivision exceeds the amounts in the Settlement Fund Escrow on account of the suspension, the Settling Distributor at issue shall receive a dollar-for-dollar offset, subject to the yearly Offset Cap, for the excess amount against its obligation to pay its allocable share of Annual Payments that would be apportioned to the Settling State at issue and to its Subdivisions. The offset shall be applied as follows: first against the Settling Distributor's allocable share of the Annual Payment due in Payment Year 18, up to the Offset Cap for that Payment Year, with any remaining amounts above the Offset Cap applied against the Settling Distributor's allocable share of the Annual Payment due in Payment Year 17, up to the Offset Cap for that Payment Year, and so forth for each preceding Payment Year until the entire amount to be offset has been applied or no future Payment Years remain.

d. If the lawsuit asserting a Released Claim is resolved with finality on terms requiring payment by the Released Entity, and the Released Claim did not give rise to a suspension of any Settling Distributor's portion of any Annual Payments (*e.g.*, because it was resolved during Payment Years 1 or 2, during which all Settling States are deemed eligible for Incentive Payment A and thus no suspension of payments took place, as provided by <u>Section XII.B</u>), the Settling Distributor at issue shall receive a dollar-for-dollar offset, subject to the yearly Offset Cap, for the amount paid. The offset shall be applied against the relevant Settling Distributor's allocable portion of the Annual Payments starting in Payment Year 18 and working backwards as set forth in <u>Section XII.A.2.c.</u> If the lawsuit for a Released Claim is otherwise resolved by the Released Entity, without the Settling Distributor filing a Threshold Motion despite an opportunity to do so, and the Released Claim did not give rise to a suspension of any Settling Distributor's portion of any Annual Payments, the Settling Distributor at issue shall not receive any offset for the amount paid.

e. If more than one Primary Subdivision in a Settling State becomes a Later Litigating Subdivision, a single Suspension Cap applies and the total amounts deducted from the share of the Annual Payment allocated to the Settling State and its Participating Subdivisions in a given Payment Year cannot exceed the Suspension Cap. For the avoidance of doubt, an individual Primary Subdivision shall not trigger more than one suspension regardless if it (or any of its officials) is named as multiple plaintiffs in the same lawsuit.

f. This <u>Section XII.A.2</u> shall not apply with respect to a Primary Subdivision that is either (i) a Later Litigating Subdivision under <u>clause (3)</u> of the definition of that term solely because a legislative Bar or legislative Case-Specific Resolution applicable as of the Reference Date is invalidated by judicial decision after the Reference Date or (ii) a Later Litigating Subdivision under <u>clause (4)</u> of the definition of that term. Such a Primary Subdivision shall be treated as a General Purpose Government under <u>Section XII.A.3</u>.

3. The terms of this Section XII.A.3 apply if a the Later Litigating Subdivision is not a Primary Subdivision (except for Primary Subdivisions referenced in Section XII.A.2.f) but is a General Purpose Government, School District, Health District or Hospital District: if the Released Claim is resolved with finality on terms requiring payment by the Released Entity, the Settling Distributor at issue shall receive a dollarfor-dollar offset, subject to the yearly Offset Cap, for the amount paid against its portion of the obligation to make Annual Payments that would be apportioned to the Settling State at issue and to its Subdivisions. The offset shall be applied as follows: first against the relevant Settling Distributor's allocable share of the Annual Payment due in Payment Year 18, up to the Offset Cap for that Payment Year, with any remaining amounts above the Offset Cap applied against the Payment due in Payment Year 17, up to the Offset Cap for that Payment Year, and so forth for each preceding Payment Year until the entire amount to be offset has been applied or no future Payment Year remains. If the Released Claim is resolved on terms requiring payment during the first two (2) Payment Years, in no case will any amounts be offset against the amounts due in Payment Years 1 and 2.

4. In no event shall the total of Suspension Amounts and offsets pursuant to this Section applicable to a Settling State in a Payment Year for that Payment Year exceed the Offset Cap for that State. If, in a Payment Year, the total of Suspension Amounts and offsets applicable to a Settling State exceeds the Offset Cap, the Suspension Amounts shall be reduced so that the total of Suspension Amounts and offsets equals the Offset Cap.

5. For the avoidance of doubt, any offset pursuant to this <u>Section XII</u> in a Settling State that is not eligible for Incentive Payment A shall continue to apply even if the Settling State at issue subsequently becomes eligible for Incentive Payment A.

6. *"Terms requiring payment"* shall mean (i) a final monetary judgment or (ii) a settlement; *provided* that the Released Entity sought the applicable State Attorney General's consent to the settlement and such consent was either obtained or unreasonably withheld. Should the judgment or settlement resolve claims that are not Released Claims, the offset shall be for the Released Claims portion only, which shall be distinguishable in the judgment or settlement.

B. Exceptions.

1. <u>Section XII.A</u> shall not apply where the Settling State at issue meets the eligibility criteria for and is entitled to Incentive Payment A for the Payment Year at issue, except as expressly provided therein. For the avoidance of doubt, because all Settling States are deemed eligible for Incentive Payment A for Payment Years 1 and 2 under <u>Section IV.F.1.c</u>, a suspension of Payments under <u>Section XII.A.2</u> shall not apply to any Settling States for those Payment Years.

2. An offset under <u>Section XII.A.2</u> and <u>Section XII.A.3</u> shall not apply where the Later Litigating Subdivision opted out of a Settlement Class Resolution in the Settling State at issue that was in full force and effect in that Settling State as of the due date of the payment for Payment Year 2 and remains in full force and effect; *provided* that an offset relating to that Subdivision may apply under <u>Section XIII</u>.

3. <u>Section XII.A</u> shall not apply where the Later Litigating Subdivision seeks less than \$10 million, or so long as its total claim is reduced to less than \$10 million, in the lawsuit for a Released Claim at issue.

4. An offset under <u>Section XII.A.3</u> shall not apply where the applicable Participation Tier is Participation Tier 1 and the population of the Later Litigating Subdivision is under 10,000.

5. If the applicable Participation Tier is Participation Tier 2 or higher, and the Later Litigating Subdivision has a population less than 10,000, the offset under <u>Section XII.A.3</u> shall only apply to amounts paid pursuant to a settlement or judgment that are over \$10 million per case or resolution. Any type of consolidated or aggregated or joined or class actions, however styled, shall be considered a single case, and any resolutions that occur within a sixty (60) calendar day period of each other and involve Later Litigating Subdivisions that share common counsel and/or are created by the same or related judgments, settlement agreements, or other instruments or are conditioned upon one another, shall be considered a single resolution. For the avoidance of doubt, any such case or resolution shall have only a single \$10,000,000 exemption from the offset under <u>Section XII.A.3</u>.

C. *No Effect on Other Provisions*. A suspension or offset under <u>Section XII.A</u> shall not affect the Injunctive Relief Terms or the Consent Judgment.

D. *No Effect on Other States*. A suspension or offset under <u>Section XII.A</u> applicable to one State shall not affect the allocation or payment of the Annual Payment to other Settling States.

XIII. Reductions/Offsets

A. *Non-Settling States.* Non-Settling States shall not be eligible for any payments or have any rights in connection with this Agreement. Accordingly, the stated maximum dollar amounts of the payments specified in <u>Exhibit M</u> are reduced by the aggregate Overall Allocation Percentage of Non-Settling States as set forth in <u>Exhibit F</u>.

B. Offset Relating to Incentive Payment A. If a Settling State is not eligible for Incentive Payment A at the third Payment Date, the Settling Distributors shall receive an offset with respect to that State.¹⁰ The offset shall be the dollar amount difference between (1) the total amount of the Incentive Payment A due from the Settling Distributors on the Effective Date and on the Payment Date for Payment Year 2 allocated to that State and its Participating Subdivisions, and (2) the total amount of Incentive Payments B and C that would have been due from the Settling Distributors on the Effective Date and on the Payment Date for Payment Year 2 so allocated but for the State's deemed eligibility for Incentive Payment A. The offset shall be applied in equal installments to reduce the Annual Payments for Payment Years 3 through 7 that would be apportioned to that State and to its Subdivisions, and shall remain applicable even if that State subsequently becomes eligible for Incentive Payment A.

C. Settlement Class Resolution Opt Outs. If a Settling State is eligible for Incentive Payment A on the basis of a Settlement Class Resolution, and a Primary Subdivision that opted out of the Settlement Class Resolution maintains a lawsuit asserting a Released Claim against a Released Entity, the following shall apply. If the lawsuit asserting a Released Claim either survives a Threshold Motion or has an unresolved Threshold Motion fewer than sixty (60) calendar days prior to the scheduled start of a trial involving a Released Claim, and is resolved with finality on terms requiring payment by the Released Entity, the Settling Distributor at issue shall receive a dollar-for-dollar offset for the amount paid against its obligation to make remaining Incentive Payment A payments that would be apportioned to that State and to its Subdivisions. For the avoidance of doubt, an offset shall not be applicable under this subsection if it is applicable under <u>Section XII.A</u> with respect to the Subdivision at issue.

D. Revoked Bar, Settlement Class Resolution, or Case-Specific Resolution. If the Settling Distributors made any Annual Payments that included any incentive payments earned as a result of the existence of a Bar, Settlement Class Resolution, or Case-Specific Resolution in a Settling State, and there is subsequently a Revocation Event with respect to that Bar, Settlement Class Resolution, or Case-Specific Resolution after the determination of the amount of such Annual Payment, the Settling Distributors shall receive a dollar-for-dollar offset against the portion of remaining Annual Payments that would be allocated to that State and its Participating Subdivisions. This offset will be calculated as the dollar amount difference between (1) the total amount of incentive payments paid by the Settling Distributors by virtue of the Bar, Settlement

¹⁰ For purposes of this provision, in determining whether a Settling State would not be eligible for Incentive Payment A for Payment Year 3, the criteria set forth in <u>Section IV.F.1.b</u> shall apply to that Payment Year.

12.c

Class Resolution, or Case-Specific Resolution subject to the Revocation Event and (2) the total amount of incentive payments that would have been due from the Settling Distributors during that time had the Bar, Settlement Class Resolution, or Case-Specific Resolution subject to the Revocation Event not been in effect. The amount of incentive payments that would have been due, referenced in clause (2) above, will be calculated one hundred eighty (180) calendar days after the Revocation Event; for purposes of calculating the amount of incentive payments that would have been due, any relevant Subdivision shall be included as a Participating Subdivision if: (1) its Released Claims are extinguished by any subsequent Bar, Settlement Class Resolution, or Case-Specific Resolution in effect as of the date of such calculation, or (2) it becomes a Participating Subdivision (in addition to all other Participating Subdivisions) prior to the date of such calculation.

E. *Certain Taxes.* Amounts paid by a Settling Distributor under an Opioid Tax in a Settling State in a Payment Year shall give rise to a dollar-for-dollar offset against that Settling Distributor's obligation to pay its share of the Annual Payment in that Payment Year that would be allocated to the taxing State or its Participating Subdivisions. If such amounts paid exceed that Settling Distributor's allocable share of the Annual Payment allocable to the taxing State or its Participating Subdivisions in that Payment Year, the excess shall carry forward as an offset against its allocable share of remaining Annual Payments that would be allocated to the taxing State or its Participating Subdivisions

F. *Not Subject to Suspension Cap or Offset Cap.* For the avoidance of doubt, neither the Suspension Cap nor the Offset Cap apply to the offsets and reductions set forth in this <u>Section XIII</u>.

XIV. Miscellaneous

A. *Population of General Purpose Governments*. The population figures for General Purpose Governments shall be the published U.S. Census Bureau's population estimates for July 1, 2019, released May 2020. These population figures shall remain unchanged during the term of this Agreement.¹¹

B. *Population of Special Districts*. For any purpose in this Agreement in which the population of a Special District is used other than <u>Section IV.F.1.b</u>: (a) School Districts' population will be measured by the number of students enrolled who are eligible under the Individuals with Disabilities Education Act ("*IDEA*") or Section 504 of the Rehabilitation Act of 1973; (b) Health Districts' and Hospital Districts' population will be measured at twenty-five percent (25%) of discharges; and (c) all other Special Districts' (including Fire Districts' and Library Districts') population will be measured at ten percent (10%) of the population served. The Settling Distributors and the Enforcement Committee shall meet and confer in order to agree on data sources for purposes of this Section prior to the Preliminary Agreement Date.

¹¹ The estimates for counties and parishes were accessed at https://www.census.gov/data/datasets/time-series/demo/popest/2010s-countiestotal.html. The estimates for cities and towns can currently be found at https://www.census.gov/data/datasets/time-series/demo/popest/2010s-total-cities-and-towns.html.

C. *Population Associated with Sheriffs*. For any purpose in this Agreement in which the population associated with a lawsuit by a sheriff is used, the population will be measured at twenty percent (20%) of the capacity of the jail(s) operated by the sheriff.

D. *No Admission.* The Settling Distributors do not admit liability or wrongdoing. Neither this Agreement nor the Consent Judgments shall be considered, construed or represented to be (1) an admission, concession or evidence of liability or wrongdoing or (2) a waiver or any limitation of any defense otherwise available to the Settling Distributors.

E. *Most-Favored-Nation Provision.*—Settling States.

1. If, after the Reference Date, any Settling Distributor enters into any settlement agreement with any Non-Settling State that resolves Claims similar in scope to the Claims released by a Settling State under this Agreement on overall payment terms that are more favorable to such Non-Settling State than the overall payment terms of the Agreement (after due consideration of relevant differences in population or other appropriate factors), then the Settling States, individually or collectively, may elect to seek review, pursuant to <u>Section XIV.E.3</u>, of the overall payment terms of this Agreement and the Non-Settling State agreement so that such Settling State(s) may obtain, with respect to that Settling Distributor, overall payment terms at least as favorable as those obtained by such Non-Settling State. "Overall payment terms" refers to consideration of all payment terms of the two agreements, taken together, including, but not limited to the amount of payments, the timing of payments, and conditions or contingencies on payments.

2. For any settlement with a Non-Settling State involving Released Claims that is entered into after the Reference Date, Settling Distributors shall provide the Enforcement Committee with a copy of the settlement agreement or relevant consent judgment within thirty (30) calendar days of the consummation of such settlement. The Enforcement Committee will promptly distribute such copy to all Settling States.

3. In the event that one or more Settling State(s) believes that the overall payment terms of an agreement by a Settling Distributor with a Non-Settling State are more favorable to the Non-Settling State, when compared based on the totality of the considerations set forth in <u>Section XIV.E.1</u>, the Settling State(s) and the Settling Distributor shall engage in the following process:

a. The Settling State(s) shall provide notice, within sixty (60) calendar days of the date on which a settlement agreement or consent judgment is provided to the Enforcement Committee, to the Settling Distributor of its (their) intent to seek revision of this Agreement to provide payment terms that are, on an overall basis, as favorable as those obtained by the Non-Settling State. Such notice shall be confidential and not disclosed publicly to the extent allowed by law and shall state, in detail, the basis for the State's (States') belief that it (they) is entitled to a revision of the Agreement.

b. The Settling Distributor shall, within thirty (30) calendar days, provide a response to the Settling State(s), explaining its position, in detail, as to whether the Settling State(s) is entitled to more favorable overall payment terms than those provided for in this Agreement.

c. In the event the Settling State(s) and Settling Distributor do not reach agreement as to the application of <u>Section XIV.E.1</u>, the Settling State(s) may petition the National Arbitration Panel to seek a ruling from the Panel as to the applicability of <u>Section XIV.E.1</u>, provided that the Settling State(s) may seek such review only if at least five (5) Settling States co-sign the petition. The Panel shall consider submissions and argument by the parties pursuant to the procedures set forth in <u>Section VI.F.2</u>.

d. The Settling State(s) and the Settling Distributor shall be bound by the determination of the National Arbitration Panel.

4. This <u>Section XIV.E</u> does not apply to, and there is no ability of any Settling State to seek or obtain revision of this Agreement based on, any Non-Settling State agreement with any Settling Distributor that is entered into with: (a) a Non-Settling State after a date sixty (60) calendar days prior to the scheduled start date of a trial between any Settling Distributor and the Non-Settling State or any severed or bifurcated portion thereof, provided that, where, in order to complete a settlement, a Non-Settling State and a Settling Distributor jointly request an adjournment of the scheduled start date of a trial within sixty (60) days of that date, this exception will apply as if the trial date had not been adjourned; (b) a Non-Settling State that previously litigated to judgment a case related to opioids against any manufacturer, distributor, or pharmacy; or (c) a Non-Settling State that has obtained any court order or judicial determination that grants judgment (in whole or in part) against any Settling Distributor. For avoidance of doubt, the National Arbitration Panel shall have no power to review agreements described in this paragraph.

5. This <u>Section XIV.E</u> does not apply to, and there is no ability of any Settling State to seek or obtain revision of this Agreement based on, any agreement between a Settling Distributor and (a) federally-recognized tribe(s) or (b) West Virginia subdivisions or (c) Non-Participating Subdivisions. This <u>Section XIV.E</u> will not apply to any agreement entered into more than eighteen (18) months after the Reference Date.

F. *Tax Cooperation and Reporting.*

1. Upon request by any Settling Distributor, the Settling States and Participating Subdivisions agree to perform such further acts and to execute and deliver such further documents as may be reasonably necessary for the Settling Distributors to establish the statements set forth in <u>Section V.E.3</u> to the satisfaction of their tax advisors, their independent financial auditors, the Internal Revenue Service, or any other governmental authority, including as contemplated by Treasury Regulations Section 1.162-21(b)(3)(ii) and any subsequently proposed or finalized relevant regulations or administrative guidance. 2. Without limiting the generality of <u>Section XIV.F.1</u>, each Settling State and Participating Subdivision shall cooperate in good faith with any Settling Distributor with respect to any tax claim, dispute, investigation, audit, examination, contest, litigation, or other proceeding relating to this Agreement.

3. The Designated State, as defined in <u>Section I.P</u> as New York, on behalf of all Settling States and Participating Subdivisions, shall designate one of its officers or employees to act as the "appropriate official" within the meaning of Treasury Regulations Section 1.6050X-1(f)(1)(ii)(B) (the "*Appropriate Official*"). The Designated State shall direct and ensure that the Appropriate Official timely (a) files (i) at the time this Agreement becomes binding on the Parties, an IRS Form 1098-F in the form attached as <u>Exhibit U, Exhibit V</u>, and <u>Exhibit W</u> with respect to each of the Settling Distributors and (ii) any legally required returns or amended returns with any applicable governmental authority, or any returns requested by the respective Settling Distributors, and (b) provides to each of the Settling Distributors a copy of (i) the IRS Form 1098-F filed with respect to such Settling Distributor and (ii) any legally required written statement pursuant to any applicable law and any other document referred to in clause (a)(ii) above. Any such form, return, or statement shall be prepared and filed in a manner fully consistent with Section V.E.3.

4. The Settling States and Participating Subdivisions agree that any return, amended return, or written statement filed or provided pursuant to paragraph 3, and any similar document, shall be prepared and filed in a manner consistent with reporting each Settling Distributor's portion of the Global Settlement Amount as the "Total amount to be paid" pursuant to this Agreement in Box 1 of IRS Form 1098-F and each Settling Distributor's portion of the Compensatory Restitution Amount as "Restitution/remediation amount" in Box 2 of IRS Form 1098-F, as reflected in the attached Exhibit U, Exhibit V, and Exhibit W. If the Designated State or Appropriate Official shall be required to file any return, amended return, or written statement contemplated by this Section XIV.F other than an IRS Form 1098-F in the form attached as Exhibit U, Exhibit V, and Exhibit W, the Designated State shall direct and ensure that the Appropriate Official provides to each Settling Distributor a draft of such return, amended return, or written statement in respect of such Settling Distributor no later than sixty (60) calendar days prior to the due date thereof and shall accept and reflect any reasonable comments of such Settling Distributor on the return, amended return, or written statement in respect of such Settling Distributor.

5. For the avoidance of doubt, neither the Settling Distributors nor the Settling States and Participating Subdivisions make any warranty or representation to any Settling State, Participating Subdivision, or Releasor as to the tax consequences of the payment of the Compensatory Restitution Amount (or any portion thereof).

G. *No Third-Party Beneficiaries*. Except as expressly provided in this Agreement, no portion of this Agreement shall provide any rights to, or be enforceable by, any person or entity that is not a Settling State or Released Entity. No Settling State may assign or otherwise convey any right to enforce any provision of this Agreement.

H. *Calculation*. Any figure or percentage referred to in this Agreement shall be carried to seven decimal places.

I. *Construction.* None of the Parties and no Participating Subdivision shall be considered to be the drafter of this Agreement or of any of its provisions for the purpose of any statute, case law, or rule of interpretation or construction that would or might cause any provision to be construed against the drafter of this Agreement. The headings of the provisions of this Agreement are not binding and are for reference only and do not limit, expand, or otherwise affect the contents or meaning of this Agreement.

J. *Cooperation*. Each Party and each Participating Subdivision agrees to use its best efforts and to cooperate with the other Parties and Participating Subdivisions to cause this Agreement and the Consent Judgments to become effective, to obtain all necessary approvals, consents and authorizations, if any, and to execute all documents and to take such other action as may be appropriate in connection herewith. Consistent with the foregoing, each Party and each Participating Subdivision agrees that it will not directly or indirectly assist or encourage any challenge to this Agreement or any Consent Judgment by any other person, and will support the integrity and enforcement of the terms of this Agreement and the Consent Judgments.

K. *Entire Agreement*. This Agreement, including its exhibits and any other attachments, embodies the entire agreement and understanding between and among the Parties and Participating Subdivisions relating to the subject matter hereof and supersedes (1) all prior agreements and understandings relating to such subject matter, whether written or oral and (2) all purportedly contemporaneous oral agreements and understandings relating to such subject matter.

L. *Execution.* This Agreement may be executed in counterparts and by different signatories on separate counterparts, each of which shall be deemed an original, but all of which shall together be one and the same Agreement. One or more counterparts of this Agreement may be delivered by facsimile or electronic transmission with the intent that it or they shall constitute an original counterpart hereof. One or more counterparts of this Agreement may be signed by electronic signature.

M. *Good Faith and Voluntary Entry*. Each Party warrants and represents that it negotiated the terms of this Agreement in good faith. Each of the Parties and Participating Subdivisions warrants and represents that it freely and voluntarily entered into this Agreement without any degree of duress or compulsion. The Parties and Participating Subdivisions state that no promise of any kind or nature whatsoever (other than the written terms of this Agreement) was made to them to induce them to enter into this Agreement.

N. Legal Obligations. Nothing in this Agreement shall be construed as relieving any Settling Distributor of the obligation to comply with all state and federal laws, regulations or rules, nor shall any of the provisions herein be deemed to be permission to engage in any acts or practices prohibited by such laws, regulations, or rules. Except with respect to the Injunctive Relief Terms, in the event of a conflict between this Agreement and any requirement or requirements of federal, state, or local laws, such that a Settling Distributor cannot comply with this Agreement without violating such a requirement or requirements, the Settling Distributor

shall document such conflicts and notify the Attorney(s) General of the relevant Settling State(s) that it intends to comply with the requirement or requirements to the extent necessary to eliminate the conflict. With respect to the Injunctive Relief Terms, in the event of such a conflict, the procedures set forth in <u>Section III.X</u> of the Injunctive Relief Terms will be followed.

O. *No Prevailing Party.* The Parties and Participating Subdivisions each agree that they are not the prevailing party in this action, for purposes of any claim for fees, costs, or expenses as prevailing parties arising under common law or under the terms of any statute, because the Parties and Participating Subdivisions have reached a good faith settlement. The Parties and Participating Subdivisions each further waive any right to challenge or contest the validity of this Agreement on any ground, including, without limitation, that any term is unconstitutional or is preempted by, or in conflict with, any current or future law. Nothing in the previous sentence shall modify, or be construed to conflict with, <u>Section XIV.M</u>.

P. *Non-Admissibility.* The settlement negotiations resulting in this Agreement have been undertaken by the Parties and by certain representatives of the Participating Subdivisions in good faith and for settlement purposes only, and no evidence of negotiations or discussions underlying this Agreement shall be offered or received in evidence in any action or proceeding for any purpose. This Agreement shall not be offered or received in evidence in any action or proceeding for any purpose other than in an action or proceeding arising under or relating to this Agreement.

Q. *Notices.* All notices or other communications under this Agreement shall be in writing (including, but not limited to, electronic communications) and shall be given to the recipients indicated below:

For the Attorney(s) General:

Ashley Moody, Attorney General State of Florida The Capitol, PL-01 Tallahassee, FL 32399

Josh Stein, Attorney General North Carolina Department of Justice Attn: Daniel Mosteller PO Box 629 Raleigh, NC 27602 Dmosteller@ncdoj.gov

For the Plaintiffs' Executive Committee:

Paul F. Farrell Farrell Law P.O. Box 1180 Huntington, WV 25714-1180

Jayne Conroy Simmons Hanly Conroy LLC 112 Madison Avenue, 7th Floor New York, NY 10016-7416 JConroy@simmonsfirm.com

Joseph F. Rice Motley Rice LLC 28 Bridgeside Blvd. Mount Pleasant, SC 29464 jrice@motleyrice.com

Peter Mougey Levin Papantonio Rafferty 316 South Baylen St. Pensacola, FL 32502 pmougey@levinlaw.com

Paul J. Geller Robbins Feller Rudman & Dowd LLP 120 East Palmetto Park Road Boca Raton, FL 33432 PGeller@rgrdlaw.com

For Settling Distributors:

Copy to AmerisourceBergen Corporation's attorneys at: Attn: Michael T. Reynolds Cravath, Swaine & Moore 825 Eighth Avenue New York, NY 10019 mreynolds@cravath.com

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Copy to Cardinal Health, Inc.'s attorneys at: Attn: Jeffrey M. Wintner, Esq. Attn: Elaine P. Golin, Esq. Wachtell, Lipton, Rosen & Katz 51 West 52nd Street New York, NY 10019 JMWintner@wlrk.com EPGolin@wlrk.com Attachment: Opioid Litigation-Final Distributor Settlement Agreement (Resolution-MOA for Distribution of Opioid Settlement Funds)

Attn: JB Kelly, Esq. Cozen O'Connor 1200 19th ST NW Washington DC 20036 jbkelly@cozen.com

Copy to McKesson Corporation's attorneys at: Attn: Thomas J. Perrelli Jenner & Block LLP 1099 New York Ave., NW, Suite 900 Washington, D.C. 20001 tperrelli@jenner.com

Any Party or the Plaintiffs' Executive Committee may change or add the contact information of the persons designated to receive notice on its behalf by notice given (effective upon the giving of such notice) as provided in this <u>Section XIV.P</u>.

R. *No Waiver*. The waiver of any rights conferred hereunder shall be effective only if made by written instrument executed by the waiving Party or Parties. The waiver by any Party of any breach of this Agreement shall not be deemed to be or construed as a waiver of any other breach, whether prior, subsequent, or contemporaneous, nor shall such waiver be deemed to be or construed as a waiver by any other Party.

S. *Preservation of Privilege*. Nothing contained in this Agreement or any Consent Judgment, and no act required to be performed pursuant to this Agreement or any Consent Judgment, is intended to constitute, cause, or effect any waiver (in whole or in part) of any attorney-client privilege, work product protection, or common interest/joint defense privilege, and each Party and Participating Subdivision agrees that it shall not make or cause to be made in any forum any assertion to the contrary.

T. Successors.

1. This Agreement shall be binding upon, and inure to the benefit of, the Settling Distributors and their respective successors and assigns.

2. A Settling Distributor shall not, in one (1) transaction or a series of related transactions, sell or transfer U.S. assets having a fair market value equal to twenty-five percent (25%) or more of the consolidated assets of such Settling Distributor (other than sales or transfers of inventories, or sales or transfers to an entity owned directly or indirectly by such Settling Distributor) where the sale or transfer is announced after the Reference Date, is not for fair consideration, and would foreseeably and unreasonably jeopardize such Settling Distributor's ability to make the payments under this Agreement that are due on or before the third Payment Date following the close of a sale or transfer transaction, unless the Settling Distributor obtains the acquiror's agreement that it will be either a guarantor of or successor to the percentage of that Settling Distributor's remaining Payment Obligations under this Agreement equal to the percentage of the

Settling Distributor's consolidated assets being sold or transferred in such transaction. Percentages under this section shall be determined in accordance with United States generally accepted accounting principles and as of the date of the Settling Distributor's most recent publicly filed consolidated balance sheet prior to the date of entry into the sale or transfer agreement at issue. This <u>Section XIV.T</u> shall be enforceable solely by the Enforcement Committee, and any objection under this <u>Section XIV.T</u> not raised within twenty (20) calendar days of the announcement of the relevant transaction is waived. Any dispute under this <u>Section XIV.T</u> shall be a National Dispute as described in <u>Section VI.F.2</u> and must be raised exclusively with the National Arbitration Panel as described therein within twenty (20) calendar days of the announcement, and the sole remedy shall be an order enjoining the transaction.

3. A Settling Distributor shall not, in one (1) transaction or a series of related transactions, sell or transfer (other than sales or transfers to an entity owned directly or indirectly by such Settling Distributor) more than twenty-five percent (25%) of the distribution centers within its Full-Line Wholesale Pharmaceutical Distribution Business (as that term is defined in the Injunctive Relief Terms) where the sale or transfer is announced after the Reference Date, unless the Settling Distributor obtains the acquiror's agreement that it will be bound by the Injunctive Relief Terms.

U. *Modification, Amendment, Alteration.* After the Reference Date, any modification, amendment, or alteration of this Agreement by the Parties shall be binding only if evidenced in writing signed by the Settling Distributor to which the modification, amendment, or alteration applies, if the change applies to less than all Settling Distributors, along with the signatures of at least thirty-seven of those then serving Attorneys General of the Settling States along with a representation from each Attorney General that either: (1) the advisory committee or similar entity established or recognized by that Settling State (either pursuant to <u>Section V.E.2.d</u>, by a State-Subdivision Agreement, or by statute) voted in favor of the modification, amendment or alteration of this Agreement including at least one member appointed by the Participating Subdivisions listed on <u>Exhibit G</u>; or (2) in States without any advisory committee, that 50.1% (by population) of the Participating Subdivisions listed on <u>Exhibit G</u>; or (2) in States without any advisory committee, that 50.1% (by population) of the Participating Subdivisions listed on <u>Exhibit G</u>; or (2) in States without any advisory committee, that 50.1% (by population, amendment, or alteration of this Agreement in a writing.

V. Termination.

1. Unless otherwise agreed to by each of the Settling Distributors and the Settling State in question, this Agreement and all of its terms (except <u>Section XIV.P</u> and any other non-admissibility provisions, which shall continue in full force and effect) shall be canceled and terminated with respect to the Settling State, and the Agreement and all orders issued by the courts in the Settling State pursuant to the Agreement shall become null and void and of no effect if one or more of the following conditions applies:

a. a Consent Judgment approving this Agreement without modification of any of the Agreement's terms has not been entered as to the Settling State by a court of competent jurisdiction on or before one hundred eighty (180) calendar days after the Effective Date; b. this Agreement or the Consent Judgment as to that Settling State has been disapproved by a court of competent jurisdiction to which it was presented for approval and/or entry (or, in the event of an appeal from or review of a decision of such a court to approve this Agreement and the Consent Judgment, by the court hearing such appeal or conducting such review), and the time to appeal from such disapproval has expired, or, in the event of an appeal from such disapproval, the appeal has been dismissed or the disapproval has been affirmed by the court of last resort to which such appeal has been taken and such dismissal or disapproval has become no longer subject to further appeal (including, without limitation, review by the United States Supreme Court); or

2. If this Agreement is terminated with respect to a Settling State for whatever reason pursuant to <u>Section XIV.V.1</u>, then:

a. an applicable statute of limitation or any similar time requirement (excluding any statute of repose) shall be tolled from the date the Settling State signed this Agreement until the later of the time permitted by applicable law or for one year from the date of such termination, with the effect that the Settling Distributors and the Settling State in question shall be in the same position with respect to the statute of limitation as they were at the time the Settling State filed its action; and

b. the Settling Distributors and the Settling State in question shall jointly move the relevant court of competent jurisdiction for an order reinstating the actions and claims dismissed pursuant to the terms of this Agreement governing dismissal, with the effect that the Settling Distributors and the Settling State in question shall be in the same position with respect to those actions and claims as they were at the time the action or claim was stayed or dismissed.

3. Unless each of the Settling Distributors and the Enforcement Committee agrees otherwise, this Agreement, with the exception of the Injunctive Relief Terms that have their own provisions on duration, shall terminate as to all Parties as of the Payment Date for Payment Year 18, provided that all Settling Distributors that as of that date are not Bankrupt Settling Distributors have performed their Payment obligations under the Agreement as of that date. If fewer than all Settling Distributors that as of that date are not Bankrupt Settling Distributors have performed their Payment obligations under the Agreement as of that date, then the Agreement shall terminate as of that date as to any Settling Distributor that has performed its Payment obligations under the Agreement and the Agreement (a) shall terminate as to each of the remaining Settling Distributors that as of that date is not a Bankrupt Settling Distributor at such time as each performs its Payment obligations under the Agreement and (b) shall terminate as to all Parties at such time as all Settling Distributors that are not Bankrupt Settling Distributors have performed their Payment obligations under the Agreement. Notwithstanding any other provision in this Section XIV.V.3 or in this Agreement, all releases under this Agreement will remain effective despite any termination under this Section XIV.V.3.

W. *Governing Law.* Except (1) as otherwise provided in this Agreement or (2) as necessary, in the sole judgment of the National Arbitration Panel, to promote uniformity of interpretation for matters within the scope of the National Arbitration Panel's authority, this Agreement shall be governed by and interpreted in accordance with the respective laws of the Settling State, without regard to the conflict of law rules of such Settling State, that is seeking to enforce the Agreement against Settling Distributor(s) or against which Settling Distributor(s) are seeking enforcement. Notwithstanding any other provision in this subsection on governing law, any disputes relating to the Settlement Fund Escrow shall be governed by and interpreted in accordance with the law of the state where the escrow agent has its primary place of business.

X. *Bankruptcy.* The following provisions shall apply if a Settling Distributor enters Bankruptcy (a Settling Distributor which does so and takes the actions, or is otherwise subjected to the actions, referred to in (i) and/or (ii) herein being referred to as a "*Bankrupt Settling Distributor*") and (i) the Bankrupt Settling Distributor's bankruptcy estate recovers, pursuant to 11 U.S.C. § 550, any payments made under this Agreement, or (ii) this Agreement is deemed executory and is rejected by such Settling Distributor pursuant to 11 U.S.C. § 365:

1. In the event that both a number of Settling States equal to at least seventyfive percent (75%) of the total number of Settling States and Settling States having aggregate Overall Allocation Percentages as set forth on <u>Exhibit F</u> equal to at least seventy-five percent (75%) of the total aggregate Overall Allocation Percentages assigned to all Settling States deem (by written notice to the Settling Distributors other than the Bankrupt Settling Distributor) that the financial obligations of this Agreement have been terminated and rendered null and void as to such Bankrupt Settling Distributor (except as provided in <u>Section XIV.X.1.a</u>) due to a material breach by such Bankrupt Settling Distributor, whereupon, with respect to all Settling States:

all agreements, all concessions, all reductions of Releasing Parties' a. Claims, and all releases and covenants not to sue, contained in this Agreement shall immediately and automatically be deemed null and void as to such Bankrupt Settling Distributor; the Settling States shall be deemed immediately and automatically restored to the same position they were in immediately prior to their entry into this Settlement Agreement in respect to such Bankrupt Settling Distributor and the Settling States shall have the right to assert any and all claims against such Bankrupt Settling Distributor in the Bankruptcy or otherwise, subject to any automatic stay, without regard to any limits or agreements as to the amount of the settlement otherwise provided in this Agreement; provided, however, that notwithstanding the foregoing sentence, (i) all reductions of Releasing Parties' Claims, and all releases and covenants not to sue, contained in this Agreement shall remain in full force and effect as to all persons or entities other than the Bankrupt Settling Distributor itself; and (ii) in the event a Settling State asserts any Released Claim against a Bankrupt Settling Distributor after the rejection and/or termination of this Agreement with respect to such Settling Distributor as described in this Section XIV.X.1.a and receives a judgment, settlement or distribution arising from such Released Claim, then the amount of any payments such Settling State has previously received from such Bankrupt Settling Distributor under this Agreement shall be applied to reduce the amount of any

such judgment, settlement or distribution (provided that no credit shall be given against any such judgment, settlement or distribution for any payment that such Settling State is required to disgorge or repay to the Bankrupt Settling Distributor's bankruptcy estate); and

b. the Settling States may exercise all rights provided under the federal Bankruptcy Code (or other applicable bankruptcy or non-bankruptcy law) with respect to their Claims against such Bankrupt Settling Distributor subject to all defenses and rights of the Bankrupt Settling Distributor.

EXHIBIT A

Alleged Harms

The following export reports that were filed in connection with the case captioned *In re National Prescription Opiate Litigation*, No. 1-17-md-02804 (S.D. Ohio):

- 1. Expert report of Professor David Cutler, dated March 25, 2019.
- 2. Expert report of Dr. Jeffrey B. Liebman, dated March 25, 2019.
- 3. Expert report of Professor Thomas McGuire regarding damages to Bellwethers, dated March 25, 2019.
- 4. Report of Professor Thomas McGuire regarding public nuisance, dated March 25, 2019.

EXHIBIT B

Enforcement Committee Organizational Bylaws

ARTICLE I

These bylaws constitute the code of rules adopted by the Settling States and Participating Subdivisions for the creation of an Enforcement Committee (the "*Committee*") to exist and operate during the term of the Agreement with the Settling Distributors and shall control the regulation and management of the Committee's affairs.

ARTICLE II <u>Purpose</u>

The Committee is organized for the sole purpose of evaluating and taking such action as deemed reasonable, necessary, and appropriate by the members of the Committee on the matters delegated to the Committee under that certain Settlement Agreement between the Settling States and the Settling Distributors dated July 21, 2021.

ARTICLE III Members of the Committee

(1) Number of Members

The Committee will consist of seventeen (17) members (the "*Members*"). Upon majority resolution of the Committee, the number of Members may be increased or decreased from time to time, but in no event shall a decrease have the effect of decreasing the total number of Members to less than seven Members.

(2) Initial Members

The Committee initially will consist of eleven Settling State Members and six Participating Subdivision Members, three of the Participating Subdivisions shall be counties and three shall be municipalities. The initial Settling State Members are representatives from: Connecticut, Delaware, Florida, Georgia, Massachusetts, New York, North Carolina, Ohio, Pennsylvania, Tennessee, and Texas. The initial Participating Subdivision Members are: (a) Bexar County, Texas; (b) Broward County, Florida; (c) Chicago, Illinois; (d) Cincinnati, Ohio; (e) Nashville, Tennessee; and (f) Nassau County, New York. Until the Reference Date contained in the Settlement Agreement, the Participating Subdivisions may designate their outside counsel to serve as their representative. After the Reference Date, an employee or official of the Participating Subdivision must be the designated as the representative of the Participating Subdivision.

(3) Term of Members

The term of office for Members of the Committee will be until the end of the term of the Settlement Agreement, eighteen (18) years, unless and until a Member withdraws or resigns from the Committee.

(4) **Resignation**

Any Member may resign at any time by delivering written notice to the Chairperson of the Committee. Such resignation shall take effect upon receipt or, if later, at the time specified in the notice.

(5) Removal

(a) Any Member may be removed without cause, at any time, by a majority of the entire Committee, at a Regular or Special Meeting called for that purpose. Any Member under consideration of removal must first be notified about the consideration by written notice at least five days prior to the meeting at which the vote takes place.

(b) In the event that any Member is not a Settling State or a Participating Subdivision or the Member subsequently becomes a Later Litigating Subdivision or otherwise does not support the Agreement, the Member shall be removed immediately without notice or vote of the Committee.

(6) Vacancies

In the event of a vacancy, the Members of the same type (Settling State or Participating Subdivision) shall select another Settling State or Participating Subdivision to fill that Member's position.

(7) **Compensation**

Members shall not receive any salaries or other compensation for their services, but, by resolution of the Committee, may be reimbursed for any actual expenses incurred in the performance of their duties for the Committee, as long as a majority of disinterested Members approve the reimbursement. Any reimbursement shall be sought from the Settlement Fund Administrator.

ARTICLE IV Conflicts of Interest and Code of Ethics

If a Member, agent, or employee of the Committee has a conflict of interest, he or she may not participate in a vote, discussion, or decision about the matter. Each Member shall follow any applicable state or local law with respect to conflicts, gifts, and ethics.

ARTICLE V Committee Meetings

(1) Place of Meetings

Meetings of the Committee will be held at any place that the Chairperson may designate, including by telephonic or electronic means.

(2) **Regular Meetings**

Regular meetings of the Committee shall be held as deemed necessary by the by the Chairperson or any three members.

(3) Notice of Meetings

Written notice of the date, time, place and subject of each meeting must be provided to the Members at least 72 hours before the scheduled time of the meeting, except when there is an emergency or urgent public necessity.

(4) Quorum

A majority of the incumbent Members (not counting vacancies) shall constitute a quorum for the purposes of convening a meeting or conducting business.

(5) Voting and Proxy

When it is necessary to vote on any matter before the Committee, Members may vote by electronic means as provided in these Bylaws. Proxy voting is permitted. In order for a matter to pass, the matter must have a majority vote of Members present and must have at least one vote from a Settling State Member and a Participating Subdivision Member. In the event that there is a Quorum, but no Settling State or Participating Subdivision Member is present, then a matter may pass with a simple majority vote.

(6) Minutes

The Committee shall prepare and keep minutes. The minutes must state the subject of each deliberation and indicate each vote, order, decision, or other action taken.

ARTICLE VI Officers

(1) **Roster of Officers**

The Committee shall have a Chairperson, a Vice Chairperson, and a Secretary. The Committee may have at its discretion, such other officers as may be appointed by the Members of the Committee. One person may hold two or more offices, except those serving as Chairperson.

(2) Election and Removal of Officers

All officers shall serve two-year terms. The election shall be conducted at the first meeting of the fiscal year. Officers shall remain in office until their successors have been selected. Officers may serve consecutive terms without limit. The election of officers shall be by majority vote of the Members of the Committee attending the meeting.

(3) Vacancies

If a vacancy occurs during the term of office for any elected officer, the Members of the Committee shall elect a new officer to fill the remainder of the term as soon as practical, by majority vote of Members present.

(4) Chairperson

The Chairperson will supervise and control the affairs of the Committee and shall exercise such supervisory powers as may be given him/her by the Members of the Committee. The Chairperson will perform all duties incident to such office and such other duties as may be

provided in these bylaws or as may be prescribed from time to time by the Committee. The Chairperson shall preside at all meetings and shall exercise parliamentary control in accordance with Robert's Rules of Order.

(5) Vice Chairperson

The Vice Chairperson shall act in place of the Chairperson in the event of the Chairperson's absence, inability, or refusal to act, and shall exercise and discharge such other duties as may be required by the Committee. The Vice Chairperson shall serve as the parliamentarian and interpret any ambiguities of the bylaws.

(6) Secretary

The Secretary will keep and maintain all records related to the Committee and take minutes of all meetings.

(7) **Records**

All elected officers and committee chairpersons shall relinquish their records to the Chairperson immediately upon the completion of their term of office or completion of their term of office or completion of a project.

(8) **Resignation**

An officer may resign the office while not resigning membership from the Committee, by submitting a letter to the Chairperson. Vacancies occurring in any office shall be appointed for the remainder of the term.

ARTICLE VII Duties

(1) **Prior to the Reference Date**

The Committee shall be responsible for any additional negotiations with the Settling Distributors, including, but not limited to, negotiating extensions of any periods created by the Settlement Agreement.

(2) After the Enforcement Date

The Committee shall establish procedures for the receipt of notices that a dispute exists concerning the Agreement and review of such disputes, pursuant to Section VI of the Agreement. Members may engage with Settling Distributors, Settling States, and Participating Subdivisions attempting to resolve any dispute without further action by the Committee. The Committee may request additional information from Settling Distributors, Settling States, and Participating Subdivisions to the extent the Committee believes such information is necessary to understand, resolve, or provide advice related to a dispute. The Committee shall endeavor to provide advice relative to the dispute no later than 60 days after receipt of notice.

ARTICLE VIII Rules of Procedure

The proceedings and business of the Committee shall be governed by Robert's Rules of Order unless otherwise waived by the Committee.

ARTICLE IX Operations

(1) Records

The Committee will keep correct and complete records and will also keep minutes of the proceedings of the Committee meetings and Committees. The Committee will keep at its principal place of business at a place designated by the Chairperson.

All elected officers and committee chairpersons shall relinquish their records to the Chairperson, immediately upon the completion of their term of office.

(2) Inspection of Books and Records

The minutes of a meeting are public records and shall be available for public inspection and copying on request to the Committee's Chairperson or the Chairperson's designee.

(3) Amendments

The bylaws may be amended at any time by a vote of a majority of Members present and must have at least one vote from a Settling State Member and a Participating Subdivision Member. In the event that there is a Quorum, but no Settling State or Participating Subdivision Member is present, then a matter may pass with a simple majority vote.

Attachment: Opioid Litigation-Final Distributor Settlement Agreement (Resolution-MOA for Distribution of Opioid Settlement Funds)

EXHIBIT C

Litigating Subdivisions List¹²

- 1. Abbeville (AL), City of, Alabama
- 2. Albertville (AL), City of, Alabama
- 3. Alexander City (AL), City of, Alabama
- 4. Anniston (AL), City of, Alabama
- 5. Arab (AL), City of, Alabama
- 6. Argo (AL), City of, Alabama
- 7. Ashland (AL), City of, Alabama
- 8. Ashville (AL), City of, Alabama
- 9. Athens (AL), City of, Alabama
- 10. Attalla (AL), City of, Alabama
- 11. Attentus Mouton, LLC d/b/a Lawrence Medical Center (AL), Alabama
- 12. Auburn (AL), City of, Alabama
- 13. Autauga (AL), County of, Alabama
- 14. Baldwin (AL), County of, Alabama
- 15. Barbour (AL), County of, Alabama
- Berry (AL), Town of, Alabama 16.
- 17. Bibb (AL), County of, Alabama
- 18. Birmingham (AL), City of, Alabama
- 19. Blount (AL), County of, Alabama
- 20. Boaz (AL), City of, Alabama
- 21. Brent (AL), City of, Alabama
- 22. Bridgeport (AL), City of, Alabama
- 23. Brookwood (AL), Town of, Alabama
- 24. Brundidge (AL), City of, Alabama
- 25. Bullock (AL), County of, Alabama
- 26. Butler (AL), County of, Alabama
- 27. Butler (AL), Town of, Alabama
- 28. Calera (AL), City of, Alabama
- 29. Calhoun (AL), County of, Alabama
- 30. Camp Hill (AL), Town of, Alabama
- 31. Carbon Hill (AL), City of, Alabama
- 32. Cedar Bluff (AL), Town of, Alabama
- 33. Center Point (AL), City of, Alabama
- 34. Centre (AL), City of, Alabama
- 35. Centreville (AL), City of, Alabama
- 36. Chambers (AL), County of, Alabama
- 37. Cherokee (AL), County of, Alabama
- 38. Cherokee (AL), Town of, Alabama
- 39. Chickasaw (AL), City of, Alabama

- 40. Chilton (AL), County of, Alabama
- 41. Choctaw (AL), County of, Alabama
- 42. Clanton (AL), City of, Alabama
- 43. Clarke (AL), County of, Alabama
- 44. Clay (AL), County of, Alabama
- 45. Cleburne (AL). County of, Alabama
- 46. Cleveland (AL), Town of, Alabama
- 47. Coffee (AL), County of, Alabama
- 48. Colbert (AL), County of, Alabama
- 49. Conecuh (AL), County of, Alabama
- 50. Coosa (AL), County of, Alabama
- 51. Cordova (AL), City of, Alabama
- 52. Covington (AL), County of, Alabama
- 53. Crenshaw (AL), County of, Alabama
- 54. Cullman (AL), City of, Alabama
- 55. Cullman (AL), County of, Alabama
- Cullman Regional Medical Center, Inc. 56. (AL), Alabama
- 57. Dadeville (AL), City of, Alabama
- 58. Dale (AL), County of, Alabama
- 59. Daleville (AL), City of, Alabama
- 60. Dallas (AL), County of, Alabama
- 61. Daphne (AL), City of, Alabama
- 62. Dauphin Island (AL), Town of, Alabama
- Decatur (AL), City of, Alabama 63.
- 64. DeKalb (AL), County of, Alabama
- Demopolis (AL), City of, Alabama 65.
- 66. Dora (AL), City of, Alabama
- 67. Dothan (AL), City of, Alabama
- Double Springs (AL), Town of, Alabama 68.
- Douglas (AL), Town of, Alabama 69.
- 70. Enterprise (AL), City of, Alabama
- 71. Escambia (AL), County of, Alabama
- 72. Etowah (AL), County of, Alabama
- 73. Etowah (AL), County of (Sheriff), Alabama
- 74. Eufaula (AL), City of, Alabama
- 75. Evergreen (AL), City of, Alabama
- Fairfield (AL), City of, Alabama 76.

¹² For purposes of calculating the percentage of Litigating Subdivisions pursuant to Section IV.F.2.b and Exhibit H, an individual Litigating Subdivision shall not be included more than once in the numerator, and shall not be included more than once in the denominator, of the calculation regardless if it (or any of its officials) is named as multiple plaintiffs in the same lawsuit; provided, however, that for the avoidance of doubt, no Litigating Subdivision will be excluded from the numerator or denominator under this sentence unless a Litigating Subdivision otherwise counted in the denominator has the authority to release the Claims (consistent with Section XI) of the Litigating Subdivision to be excluded.

- 77. Family Oriented Primary Health Care Clinic (AL), Alabama
- 78. Faunsdale (AL), Town of, Alabama
- 79. Fayette (AL), City of, Alabama
- 80. Fayette (AL), County of, Alabama
- 81. Fayette (AL), County of (Sheriff), Alabama
- 82. Florence (AL), City of, Alabama
- 83. Foley (AL), City of, Alabama
- 84. Fort Deposit (AL), Town of, Alabama
- 85. Fort Payne (AL), City of, Alabama
- 86. Franklin (AL), County of, Alabama
- 87. Fultondale (AL), City of, Alabama
- 88. Gadsden (AL), City of, Alabama
- 89. Geneva (AL), City of, Alabama
- 90. Geneva (AL), County of, Alabama
- 91. Geneva County Health Care Authority (AL), Alabama
- 92. Georgiana (AL), City of, Alabama
- 93. Geraldine (AL), Town of, Alabama
- 94. Gilbertown (AL), Town of, Alabama
- 95. Grant (AL), Town of, Alabama
- 96. Graysville (AL), City of, Alabama
- 97. Greene (AL), County of, Alabama
- 98. Greene County Hospital Board (AL), Alabama
- 99. Greensboro (AL), City of, Alabama
- 100. Greenville (AL), City of, Alabama
- 101. Guin (AL), City of, Alabama
- 102. Guntersville (AL), City of, Alabama
- 103. Gurley (AL), Town of, Alabama
- 104. Hale (AL), County of, Alabama
- 105. Haleyville (AL), City of, Alabama
- 106. Hamilton (AL), City of, Alabama
- 107. Hammondville (AL), Town of, Alabama
- 108. Hartselle (AL), City of, Alabama
- 109. Headland (AL), City of, Alabama
- 110. Health Care Authority of Cullman County (AL), Alabama
- 111. Health Care Authority of the City of Huntsville d/b/a HH Health System, et al. (AL), Alabama
- 112. Henagar (AL), City of, Alabama
- 113. Henry (AL), County of, Alabama
- 114. HH Health System-Athens Limestone, LLC d/b/a Athens Limestone Hospital (AL), Alabama
- 115. HH Health System-Morgan, LLC d/b/a Decatur Morgan Hospital-Decatur and Decatur Morgan Hospital-Parkway (AL), Alabama
- 116. HH Health System-Shoals, LLC d/b/a Helen Keller Hospital and Red Bay Hospital (AL), Alabama

- 117. Homewood (AL), City of, Alabama
- 118. Hoover (AL), City of, Alabama
- 119. Houston (AL), County of, Alabama
- 120. Hueytown (AL), City of, Alabama
- 121. Huntsville (AL), City of, Alabama
- 122. J. Paul Jones Hospital (AL), Alabama
- 123. Jackson (AL), County of, Alabama
- 124. Jackson County Health Care Authority (AL), Alabama
- 125. Jacksonville (AL), City of, Alabama
- 126. Jasper (AL), City of, Alabama
- 127. Jefferson (AL), County of, Alabama
- 128. Jefferson (AL), County of (Sheriff), Alabama
- 129. Killen (AL), City of, Alabama
- 130. Lamar (AL), County of, Alabama
- 131. Lamar (AL), County of (Sheriff), Alabama
- 132. Lanett (AL), City of, Alabama
- 133. Lauderdale (AL), County of, Alabama
- 134. Lawrence (AL), County of, Alabama
- 135. Leeds (AL), City of, Alabama
- 136. Leesburg (AL), City of, Alabama
- 137. Leighton (AL), Town of, Alabama
- 138. Level Plains (AL), City of, Alabama
- 139. Limestone (AL), County of, Alabama
- 140. Lincoln (AL), City of, Alabama
- 141. Linden (AL), City of, Alabama
- 142. Locust Fork (AL), Town of, Alabama
- 143. Louisville (AL), City of, Alabama
- 144. Lowndes (AL), County of, Alabama
- 145. Luverne (AL), City of, Alabama
- 146. Macon (AL), County of, Alabama
- 147. Madison (AL), City of, Alabama
- 148. Madison (AL), County of, Alabama
- 149. Marengo (AL), County of, Alabama
- 150. Marion (AL), City of, Alabama
- 151. Marion (AL), County of, Alabama
- 152. Marshall (AL), County of, Alabama
- 153. Marshall County (AL) Health Care Authority, Alabama
- 154. McKenzie (AL), Town of, Alabama
- 155. Midfield (AL), City of, Alabama
- 156. Mobile (AL), City of, Alabama
- 157. Mobile (AL), County Board of Health, Alabama
- 158. Mobile (AL), County of, Alabama
- 159. Monroe (AL), County of, Alabama
- 160. Monroe County Healthcare Authority (AL), Alabama
- 161. Monroe County Healthcare Authority d/b/a Monroe County Hospital (AL), Alabama
- 162. Monroeville (AL), City of, Alabama
- 163. Montgomery (AL), City of, Alabama

- 164. Montgomery (AL), County of, Alabama
- 165. Moody (AL), City of, Alabama
- 166. Morgan (AL), County of, Alabama
- 167. Moulton (AL), City of, Alabama
- 168. Mountain Brook (AL), City of, Alabama
- 169. Munford (AL), Town of, Alabama
- 170. Muscle Shoals (AL), City of, Alabama
- 171. Nauvoo (AL), City of, Alabama
- 172. New Hope (AL), City of, Alabama
- 173. Northport (AL), City of, Alabama
- 174. Oakman (AL), Town of, Alabama
- Oneonta (AL), City of, Alabama 175.
- 176. Opelika (AL), City of, Alabama
- Opp (AL), City of, Alabama 177.
- 178. Orange Beach (AL), City of, Alabama
- 179. Oxford (AL), City of, Alabama
- 180. Ozark (AL), City of, Alabama
- 181. Parrish (AL), City of, Alabama
- 182. Pell City (AL), City of, Alabama
- 183. Perry (AL), County of, Alabama
- 184. Phenix (AL), City of, Alabama
- 185. Pickens (AL), County of, Alabama
- 186. Piedmont (AL), City of, Alabama
- 187. Pike (AL), County of, Alabama
- 188. Pleasant Grove (AL), City of, Alabama
- 189. Powell (AL), Town of, Alabama
- 190. Prattville (AL), City of, Alabama
- 191. Priceville (AL), Town of, Alabama
- 192. Prichard (AL), City of, Alabama
- 193. Ragland (AL), City of, Alabama
- 194. Rainbow City (AL), City of, Alabama
- 195. Rainsville (AL), City of, Alabama
- 196. Red Bay (AL), City of, Alabama
- 197. Robertsdale (AL), City of, Alabama
- 198. Rockford (AL), Town of, Alabama
- 199. Russell (AL), County of, Alabama
- 200. Russellville (AL), City of, Alabama
- 201. Satsuma (AL), City of, Alabama
- 202. Scottsboro (AL), City of, Alabama
- 203. Selma (AL), City of, Alabama
- 204. Sheffield (AL), City of, Alabama
- 205. Shelby (AL), County of, Alabama
- 206. Sipsey (AL), City of, Alabama
- 207. Slocomb (AL), City of, Alabama
- 208.
- Spanish Fort (AL), City of, Alabama 209. Springville (AL), City of, Alabama
- 210. St. Clair (AL), County of, Alabama
- 211. Sumiton (AL), City of, Alabama
- 212. Sumter (AL), County of, Alabama
- 213. Sweet Water (AL), Town of, Alabama
- 214. Sylacauga (AL), City of, Alabama
- 215. Talladega (AL), City of, Alabama
- 216. Talladega (AL), County of, Alabama

- 217. Tallapoosa (AL), County of, Alabama
- 218. Tarrant (AL), City of, Alabama
- 219. The Bibb County Healthcare Authority (AL), Alabama
- 220. The Dale County Healthcare Authority (AL), Alabama
- 221. The DCH Health Care Authority (AL), Alabama
- 222. The Health Care Authority of Morgan County - City of Decatur (AL), Alabama
- 223. The Health Care Authority of the City of Huntsville d/b/a Hunstville Hospital (AL). Alabama
- 224. The Health Care Authority of the City of Huntsville d/b/a Huntsville Hospital for Women and Children (AL), Alabama
- 225. The Health Care Authority of the City of Huntsville d/b/a Madison Hospital (AL), Alabama
- 226. The Healthcare Authority for Baptist Health (AL), Alabama
- 227. The Sylacauga Health Care Authority (AL), Alabama
- 228. The Tombigbee Health Care Authority (AL), Alabama
- 229. Thomasville (AL), City of, Alabama
- Troy (AL), City of, Alabama 230.
- 231. Trussville (AL), City of, Alabama
- 232. Tuscaloosa (AL), City of, Alabama
- 233. Tuscaloosa (AL), County of, Alabama
- 234. Tuscumbia (AL), City of, Alabama
- 235. Tuskegee (AL), City of, Alabama
- 236. Union Springs (AL), City of, Alabama
- 237. Uniontown (AL), City of, Alabama
- 238. Vance (AL), Town of, Alabama
- 239. Vernon (AL), City of, Alabama
- 240. Vestavia Hills (AL), City of, Alabama
- 241. Walker (AL), County of, Alabama
- 242. Washington (AL), County of, Alabama
- 243. Weaver (AL), City of, Alabama
- 244. West Blocton (AL), Town of, Alabama
- 245. Wilcox (AL), County of, Alabama
- 246. Winfield (AL), City of, Alabama
- 247. Woodville (AL), Town of, Alabama
- 248. Yellow Bluff (AL), Town of, Alabama
- 249. Apache (AZ), County of, Arizona
- 250. Arizona Municipal Risk Retention Pool (AZ), Arizona
- Bullhead City (AZ), City of, Arizona 251.
- 252. Cochise (AZ), County of, Arizona
- 253. Glendale (AZ), City of, Arizona
- 254. Kingman (AZ), City of, Arizona
- 255. La Paz (AZ), County of, Arizona

- 256. Maricopa (AZ), County of, Arizona 257. Mohave (AZ), County of, Arizona 258. Navajo (AZ), County of, Arizona 259. Phoenix (AZ), City of, Arizona 260. Pima (AZ), County of, Arizona 261. Pinal (AZ), County of, Arizona 262. Prescott (AZ), City of, Arizona 263. Surprise (AZ), City of, Arizona 264. Tucson (AZ), The City of, Arizona 265. Yuma (AZ), County of, Arizona 266. Adona (AR), City of, Arkansas 267. Alexander (AR), City of, Arkansas 268. Alicia (AR), City of, Arkansas 269. Allport (AR), City of, Arkansas 270. Alma (AR), City of, Arkansas 271. Almyra (AR), City of, Arkansas 272. Alpena (AR), City of, Arkansas 273. Altheimer (AR), City of, Arkansas 274. Altus (AR), City of, Arkansas 275. Amagon (AR), City of, Arkansas 276. Amity (AR), City of, Arkansas 277. Anthonyvile (AR), City of, Arkansas 278. Antoine (AR), City of, Arkansas 279. Arkadelphia (AR), City of, Arkansas 280. Arkansas (AR), County of, Arkansas 281. Arkansas City (AR), City of, Arkansas 282. Ash Flat (AR), City of, Arkansas 283. Ashdown (AR), City of, Arkansas 284. Ashley (AR), County of, Arkansas 285. Atkins (AR), City of, Arkansas 286. Aubrey (AR), City of, Arkansas 287. Augusta (AR), City of, Arkansas 288. Austin (AR), City of, Arkansas 289. Avoca (AR), City of, Arkansas 290. Bald Knob (AR), City of, Arkansas 291. Banks (AR), City of, Arkansas 292. Barling (AR), City of, Arkansas 293. Bassett (AR), City of, Arkansas 294. Batesville (AR), City of, Arkansas 295. Bauxite (AR), City of, Arkansas 296. Baxter (AR), County of, Arkansas 297. Bay (AR), City of, Arkansas 298. Bearden (AR), City of, Arkansas 299. Beaver (AR), City of, Arkansas 300. Beebe (AR), City of, Arkansas 301. Beedeville (AR), City of, Arkansas 302. Bella Vista (AR), City of, Arkansas 303. Bellefonte (AR), City of, Arkansas 304. Belleville (AR), City of, Arkansas 305. Ben Lomond (AR), City of, Arkansas 306. Benton (AR), City of, Arkansas 307. Benton (AR), County of, Arkansas 308. Bentonville (AR), City of, Arkansas
- 309. Bergman (AR), City of, Arkansas
- 310. Berryville (AR), City of, Arkansas
- 311. Bethel Heights (AR), City of, Arkansas
- 312. Big Flat (AR), City of, Arkansas
- 313. Bigelow (AR), City of, Arkansas
- 314. Biggers (AR), City of, Arkansas
- 315. Birdsong (AR), City of, Arkansas
- 316. Biscoe (AR), City of, Arkansas
- 317. Black Oak (AR), City of, Arkansas
- 318. Black Rock (AR), City of, Arkansas
- 319. Black Springs (AR), City of, Arkansas
- 320. Blevins (AR), City of, Arkansas
- 321. Blue Eye (AR), City of, Arkansas
- 322. Blue Mountain (AR), City of, Arkansas
- 323. Bluff City (AR), City of, Arkansas
- 324. Blytheville (AR), City of, Arkansas
- 325. Bodcaw (AR), City of, Arkansas
- 326. Bonanza (AR), City of, Arkansas
- 327. Bono (AR), City of, Arkansas
- 328. Boone (AR), County of, Arkansas
- 329. Booneville (AR), City of, Arkansas
- 330. Bradford (AR), City of, Arkansas
- 331. Bradley (AR), City of, Arkansas
- 332. Bradley (AR), County of, Arkansas
- 333. Branch (AR), City of, Arkansas
- 334. Briarcliff (AR), City of, Arkansas
- 335. Brinkley (AR), City of, Arkansas
- 336. Brookland (AR), City of, Arkansas
- 337. Bryant (AR), City of, Arkansas
- 338. Buckner (AR), City of, Arkansas
- 339. Bull Shoals (AR), City of, Arkansas
- 340. Burdette (AR), City of, Arkansas
- 341. Cabot (AR), City of, Arkansas
- 342. Caddo Valley (AR), City of, Arkansas
- 343. Caldwell (AR), City of, Arkansas
- 344. Cale (AR), City of, Arkansas
- 345. Calhoun (AR), County of, Arkansas
- 346. Calico Rock (AR), City of, Arkansas
- 347. Calion (AR), City of, Arkansas
- 348. Camden (AR), City of, Arkansas
- 349. Cammack Village (AR), City of, Arkansas
- 350. Campbell Station (AR), City of, Arkansas
- 351. Caraway (AR), City of, Arkansas
- 352. Carlisle (AR), City of, Arkansas
- 353. Carroll (AR), County of, Arkansas
- 354. Carthage (AR), City of, Arkansas
- 355. Casa (AR), City of, Arkansas
- 356. Cash (AR), City of, Arkansas
- 357. Caulksville (AR), City of, Arkansas
- 358. Cave City (AR), City of, Arkansas
- 359. Cave Springs (AR), City of, Arkansas
- 360. Cedarville (AR), City of, Arkansas
- 361. Centerton (AR), City of, Arkansas

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- 362. Central City (AR), City of, Arkansas
- 363. Charleston (AR), City of, Arkansas
- 364. Cherokee Village (AR), City of, Arkansas
- 365. Cherry Valley (AR), City of, Arkansas
- 366. Chester (AR), City of, Arkansas
- 367. Chicot (AR), County of, Arkansas
- 368. Chidester (AR), City of, Arkansas
- 369. Clarendon (AR), City of, Arkansas
- 370. Clark (AR), County of, Arkansas
- 371. Clarksville (AR), City of, Arkansas
- 372. Clay (AR), County of, Arkansas
- 373. Cleburne (AR), County of, Arkansas
- 374. Cleveland (AR), County of, Arkansas
- 375. Clinton (AR), City of, Arkansas
- 376. Coal Hill (AR), City of, Arkansas
- 377. Colt (AR), City of, Arkansas
- 378. Columbia (AR), County of, Arkansas
- 379. Concord (AR), City of, Arkansas
- 380. Conway (AR), City of, Arkansas
- 381. Conway (AR), County of, Arkansas
- 382. Corning (AR), City of, Arkansas
- 383. Cotter (AR), City of, Arkansas
- 384. Cotton Plant (AR), City of, Arkansas
- 385. Cove (AR), City of, Arkansas
- 386. Coy (AR), City of, Arkansas
- 387. Craighead (AR), County of, Arkansas
- 388. Crawford (AR), County of, Arkansas
- 389. Crawfordsville (AR), City of, Arkansas
- 390. Crittenden (AR), County of, Arkansas
- 391. Cross (AR), County of, Arkansas
- 392. Crossett (AR), City of, Arkansas
- 393. Cushman (AR), City of, Arkansas
- 394. Daisy (AR), City of, Arkansas
- 395. Dallas (AR), County of, Arkansas
- 396. Damascus (AR), City of, Arkansas
- 397. Danville (AR), City of, Arkansas
- 398. Dardanelle (AR), City of, Arkansas
- 399. Datto (AR), City of, Arkansas
- 400. De Queen (AR), City of, Arkansas
- 401. Decatur (AR), City of, Arkansas
- 402. Delaplaine (AR), City of, Arkansas
- 403. Delight (AR), City of, Arkansas
- 404. Dell (AR), City of, Arkansas
- 405. Denning (AR), City of, Arkansas
- 406. Dermott (AR), City of, Arkansas
- 407. Des Arc (AR), City of, Arkansas
- 408. Desha (AR), County of, Arkansas
- 409. Devalls Bluff (AR), City of, Arkansas
- 410. Dewitt (AR), City of, Arkansas
- 411. Diamond City (AR), City of, Arkansas
- 412. Diaz (AR), City of, Arkansas
- 413. Dierks (AR), City of, Arkansas
- 414. Donaldson (AR), City of, Arkansas

- 415. Dover (AR), City of, Arkansas
- 416. Dumas (AR), City of, Arkansas
 - 417. Dyer (AR), City of, Arkansas
 - 418. Dyess (AR), City of, Arkansas
 - 419. Earle (AR), City of, Arkansas
 - 420. East Camden (AR), City of, Arkansas
 - 421. Edmondson (AR), City of, Arkansas
 - 422. Egypt (AR), City of, Arkansas
 - 423. El Dorado (AR), City of, Arkansas
 - 424. Elaine (AR), City of, Arkansas
 - 425. Elkins (AR), City of, Arkansas
 - 426. Elm Springs (AR), City of, Arkansas
 - 427. Emerson (AR), City of, Arkansas
 - 428. Emmet (AR), City of, Arkansas
 - 429. England (AR), City of, Arkansas
 - 430. Enola (AR), City of, Arkansas
 - 431. Etowah (AR), City of, Arkansas
 - 432. Eudora (AR), City of, Arkansas
 - 433. Eureka Springs (AR), City of, Arkansas
 - 434. Evening Shade (AR), City of, Arkansas
 - 435. Everton (AR), City of, Arkansas
 - 436. Fairfield Bay (AR), City of, Arkansas

 - 437. Fargo (AR), City of, Arkansas
 - 438. Farmington (AR), City of, Arkansas 439.
 - Faulkner (AR), County of, Arkansas 440. Felsenthal (AR), City of, Arkansas
 - 441. Fifty-Six (AR), City of, Arkansas
 - 442. Fisher (AR), City of, Arkansas
 - 443.
 - Flippin (AR), City of, Arkansas 444.
 - Fordyce (AR), City of, Arkansas
 - 445. Foreman (AR), City of, Arkansas
 - 446. Forrest City (AR), City of, Arkansas
 - 447. Fort Smith (AR), City of, Arkansas
 - 448. Fouke (AR), City of, Arkansas
 - 449. Fountain Hill (AR), City of, Arkansas
 - 450. Fountain Lake (AR), City of, Arkansas
 - 451. Fourche (AR), City of, Arkansas
 - 452. Franklin (AR), City of, Arkansas
 - 453. Friendship (AR), City of, Arkansas
 - 454. Fulton (AR), City of, Arkansas
 - 455. Fulton (AR), County of, Arkansas
 - 456. Garfield (AR), City of, Arkansas
 - 457. Garland (AR), City of, Arkansas

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458. Garland (AR), County of, Arkansas

Garner (AR), City of, Arkansas

Gassville (AR), City of, Arkansas

Gateway (AR), City of, Arkansas

Georgetown (AR), City of, Arkansas

Gentry (AR), City of, Arkansas

Gilbert (AR), City of, Arkansas

Gillett (AR), City of, Arkansas

Gillham (AR), City of, Arkansas

Gilmore (AR), City of, Arkansas

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- 468. Glenwood (AR), City of, Arkansas
- 469. Goshen (AR), City of, Arkansas
- 470. Gosnell (AR), City of, Arkansas
- 471. Gould (AR), City of, Arkansas
- 472. Grady (AR), City of, Arkansas
- 473. Grannis (AR), City of, Arkansas
- 474. Grant (AR), County of, Arkansas
- 475. Gravette (AR), City of, Arkansas
- 476. Green Forest (AR), City of, Arkansas
- 477. Greenbrier (AR), City of, Arkansas
- 478. Greene (AR), County of, Arkansas
- 479. Greenland (AR), City of, Arkansas
- 480. Greenway (AR), City of, Arkansas
- 481. Greenwood (AR), City of, Arkansas
- 482. Greers Ferry (AR), City of, Arkansas
- 483. Griffithville (AR), City of, Arkansas
- 484. Grubbs (AR), City of, Arkansas
- 485. Guion (AR), City of, Arkansas
- 486. Gum Springs (AR), City of, Arkansas
- 487. Gurdon (AR), City of, Arkansas
- 488. Guy (AR), City of, Arkansas
- 489. Hackett (AR), City of, Arkansas
- 490. Hamburg (AR), City of, Arkansas
- 491. Hampton (AR), City of, Arkansas
- 492. Hardy (AR), City of, Arkansas
- 493. Harrell (AR), City of, Arkansas
- 494. Harrisburg (AR), City of, Arkansas
- 495. Harrison (AR), City of, Arkansas
- 496. Hartford (AR), City of, Arkansas
- 497. Hartman (AR), City of, Arkansas
- 498. Haskell (AR), City of, Arkansas
- 499. Hatfield (AR), City of, Arkansas
- $499. \qquad \text{Hattleid}(AR), \text{City of, Alkalisas}$
- 500. Havana (AR), City of, Arkansas
- 501. Haynes (AR), City of, Arkansas
- 502. Hazen (AR), City of, Arkansas
- 503. Heber Springs (AR), City of, Arkansas
- 504. Hector (AR), City of, Arkansas
- 505. Helena West Helena (AR), City of, Arkansas
- 506. Hempstead (AR), County of, Arkansas
- 507. Hermitage (AR), City of, Arkansas
- 508. Hickory Ridge (AR), City of, Arkansas
- 509. Higden (AR), City of, Arkansas
- 510. Higginson (AR), City of, Arkansas
- 511. Highfill (AR), City of, Arkansas
- 512. Highland (AR), City of, Arkansas
- 513. Hindsville (AR), City of, Arkansas
- 514. Holland (AR), City of, Arkansas
- 515. Holly Grove (AR), City of, Arkansas
- 516. Hope (AR), City of, Arkansas
- 517. Horatio (AR), City of, Arkansas
- 518. Horseshoe Bend (AR), City of, Arkansas
- 519. Horseshoe Lake (AR), City of, Arkansas

- 520. Hot Spring (AR), County of, Arkansas
- 521. Hot Springs (AR), City of, Arkansas
- 522. Houston (AR), City of, Arkansas
- 523. Howard (AR), County of, Arkansas
- 524. Hoxie (AR), City of, Arkansas
- 525. Hughes (AR), City of, Arkansas
- 526. Humnoke (AR), City of, Arkansas
- 527. Humphrey (AR), City of, Arkansas
- 528. Hunter (AR), City of, Arkansas
- 529. Huntington (AR), City of, Arkansas
- 530. Huntsville (AR), City of, Arkansas
- 531. Huttig (AR), City of, Arkansas
- 532. Imboden (AR), City of, Arkansas
- 533. Independence (AR), County of, Arkansas
- 534. Izard (AR), County of, Arkansas
- 535. Jackson (AR), County of, Arkansas
- 536. Jacksonport (AR), City of, Arkansas
- 537. Jacksonville (AR), City of, Arkansas
- 538. Jasper (AR), City of, Arkansas
- 539. Jefferson (AR), County of, Arkansas
- 540. Jennette (AR), City of, Arkansas
- 541. Jericho (AR), City of, Arkansas
- 542. Jerome (AR), City of, Arkansas
- 543. Johnson (AR), City of, Arkansas
- 544. Johnson (AR), County of, Arkansas
- 545. Joiner (AR), City of, Arkansas
- 546. Jonesboro (AR), City of, Arkansas
- 547. Judsonia (AR), City of, Arkansas
- 548. Junction City (AR), City of, Arkansas
- 549. Keiser (AR), City of, Arkansas
- 550. Kensett (AR), City of, Arkansas
- 551. Kibler (AR), City of, Arkansas
- 552. Kingsland (AR), City of, Arkansas
- 553. Knobel (AR), City of, Arkansas
- 554. Knoxville (AR), City of, Arkansas
- 555. La Grange (AR), City of, Arkansas
- 556. Lafayette (AR), County of, Arkansas
- 557. Lafe (AR), City of, Arkansas
- 558. Lake City (AR), City of, Arkansas
- 559. Lake View (AR), City of, Arkansas
- 560. Lake Village (AR), City of, Arkansas
- 561. Lakeview (AR), City of, Arkansas
- 562. Lamar (AR), City of, Arkansas
- 563. Lavaca (AR), City of, Arkansas
- 564. Leachville (AR), City of, Arkansas
- 565. Lead Hill (AR), City of, Arkansas

Lee (AR), County of, Arkansas

Leola (AR), City of, Arkansas

Leslie (AR), City of, Arkansas

Lincoln (AR), City of, Arkansas

Lepanto (AR), City of, Arkansas

Lewisville (AR), City of, Arkansas

Lincoln (AR), County of, Arkansas

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- 573. Little Flock (AR), City of, Arkansas
- 574. Little River (AR), County of, Arkansas
- 575. Little Rock (AR), City of, Arkansas
- 576. Lockesburg (AR), City of, Arkansas
- 577. Logan (AR), County of, Arkansas
- 578. London (AR), City of, Arkansas
- 579. Lonoke (AR), City of, Arkansas
- 580. Lonoke (AR), County of, Arkansas
- 581. Louann (AR), City of, Arkansas
- 582. Luxora (AR), City of, Arkansas
- 583. Lynn (AR), City of, Arkansas
- 584. Madison (AR), City of, Arkansas
- 585. Madison (AR), County of, Arkansas
- 586. Magazine (AR), City of, Arkansas
- 587. Magness (AR), City of, Arkansas
- 588. Magnolia (AR), City of, Arkansas
- 589. Malvern (AR), City of, Arkansas
- 590. Mammoth Spring (AR), City of, Arkansas
- 591. Manila (AR), City of, Arkansas
- 592. Mansfield (AR), City of, Arkansas
- 593. Marianna (AR), City of, Arkansas
- 594. Marie (AR), City of, Arkansas
- 595. Marion (AR), City of, Arkansas
- 596. Marion (AR), County of, Arkansas
- 597. Marked Tree (AR), City of, Arkansas
- 598. Marmaduke (AR), City of, Arkansas
- 599. Marvell (AR), City of, Arkansas
- 600. Maumelle (AR), City of, Arkansas
- 601. Mayflower (AR), City of, Arkansas
- 602. Maynard (AR), City of, Arkansas
- 603. McCaskill (AR), City of, Arkansas
- 604. McCrae (AR), City of, Arkansas
- 605. McCrory (AR), City of, Arkansas
- 606. McDougal (AR), City of, Arkansas
- 607. McGehee (AR), City of, Arkansas
- 608. McNab (AR), City of, Arkansas
- 609. Melbourne (AR), City of, Arkansas
- 610. Mena (AR), City of, Arkansas
- 611. Menifee (AR), City of, Arkansas
- 612. Midland (AR), City of, Arkansas
- 613. Miller (AR), County of, Arkansas
- 614. Mineral Springs (AR), City of, Arkansas
- 615. Minturn (AR), City of, Arkansas
- 616. Mississippi (AR), County of, Arkansas
- 617. Mitchellville (AR), City of, Arkansas
- 618. Monette (AR), City of, Arkansas
- 619. Monroe (AR), County of, Arkansas
- 620. Montgomery (AR), County of, Arkansas
- 621. Monticello (AR), City of, Arkansas
- 622. Montrose (AR), City of, Arkansas
- 623. Moorefield (AR), City of, Arkansas
- 624. Moro (AR), City of, Arkansas
- 625. Morrilton (AR), City of, Arkansas

- 626. Morrison Bluff (AR), City of, Arkansas
- 627. Mount Ida (AR), City of, Arkansas
- 628. Mount Pleasant (AR), City of, Arkansas
- 629. Mount Vernon (AR), City of, Arkansas
- 630. Mountain Home (AR), City of, Arkansas
- 631. Mountain Pine (AR), City of, Arkansas
- 632. Mountainburg (AR), City of, Arkansas
- 633. Mulberry (AR), City of, Arkansas
- 634. Murfreesboro (AR), City of, Arkansas
- 635. Nashville (AR), City of, Arkansas
- 636. Nevada (AR), County of, Arkansas
- 637. Newark (AR), City of, Arkansas
- 638. Newport (AR), City of, Arkansas
- 639. Newton (AR), County of, Arkansas
- 640. Norfolk (AR), City of, Arkansas
- 641. Norman (AR), City of, Arkansas
- 642. Norphlet (AR), City of, Arkansas
- 643. North Little Rock (AR), City of, Arkansas
- 644. Oak Grove (AR), City of, Arkansas
- 645. Oak Grove Heights (AR), City of, Arkansas
- 646. Oakhaven (AR), City of, Arkansas
- 647. Oden (AR), City of, Arkansas
- 648. Ogden (AR), City of, Arkansas
- 649. Oil Trough (AR), City of, Arkansas
- 650. O'Kean (AR), City of, Arkansas
- 651. Okolona (AR), City of, Arkansas
- 652. Ola (AR), City of, Arkansas
- 653. Omaha (AR), City of, Arkansas
- 654. Oppelo (AR), City of, Arkansas
- 655. Osceola (AR), City of, Arkansas
- 656. Ouachita (AR), County of, Arkansas
- 657. Oxford (AR), City of, Arkansas
- 658. Ozan (AR), City of, Arkansas
- 659. Ozark (AR), City of, Arkansas
- 660. Palestine (AR), City of, Arkansas
- 661. Pangburn (AR), City of, Arkansas
- 662. Paragould (AR), City of, Arkansas
- 663. Paris (AR), City of, Arkansas
- 664. Parkdale (AR), City of, Arkansas
- 665. Parkin (AR), City of, Arkansas
- 666. Patmos (AR), City of, Arkansas
- 667. Patterson (AR), City of, Arkansas
- 668. Pea Ridge (AR), City of, Arkansas
- 669. Peach Orchard (AR), City of, Arkansas

Perry (AR), County of, Arkansas

Perrytown (AR), City of, Arkansas

Perryville (AR), City of, Arkansas

Phillips (AR), County of, Arkansas

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Piggott (AR), City of, Arkansas

Pike (AR), County of, Arkansas

- 670. Perla (AR), City of, Arkansas
- 671. Perry (AR), City of, Arkansas

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- 678. Pindall (AR), City of, Arkansas
- 679. Pine Bluff (AR), City of, Arkansas
- 680. Pineville (AR), City of, Arkansas
- 681. Plainview (AR), City of, Arkansas
- 682. Pleasant Plains (AR), City of, Arkansas
- 683. Plumerville (AR), City of, Arkansas
- 684. Pocahontas (AR), City of, Arkansas
- 685. Poinsett (AR), County of, Arkansas
- 686. Polk (AR), County of, Arkansas
- 687. Pollard (AR), City of, Arkansas
- 688. Pope (AR), County of, Arkansas
- 689. Portia (AR), City of, Arkansas
- 690. Portland (AR), City of, Arkansas
- 691. Pottsville (AR), City of, Arkansas
- 692. Powhatan (AR), City of, Arkansas
- 693. Poyen (AR), City of, Arkansas
- 694. Prairie (AR), County of, Arkansas
- 695. Prairie Grove (AR), City of, Arkansas
- 696. Prattsville (AR), City of, Arkansas
- 697. Prescott (AR), City of, Arkansas
- 698. Pulaski (AR), County of, Arkansas
- 699. Pyatt (AR), City of, Arkansas
- 700. Quitman (AR), City of, Arkansas
- 701. Randolph (AR), County of, Arkansas
- 702. Ratcliff (AR), City of, Arkansas
- 703. Ravenden (AR), City of, Arkansas
- 704. Ravenden Springs (AR), City of, Arkansas
- 705. Rector (AR), City of, Arkansas
- 706. Redfield (AR), City of, Arkansas
- 707. Reed (AR), City of, Arkansas
- 708. Reyno (AR), City of, Arkansas
- 709. Rison (AR), City of, Arkansas
- 710. Rockport (AR), City of, Arkansas
- 711. Roe (AR), City of, Arkansas
- 712. Rogers (AR), City of, Arkansas
- 713. Rondo (AR), City of, Arkansas
- 714. Rose Bud (AR), City of, Arkansas
- 715. Rosston (AR), City of, Arkansas
- 716. Rudy (AR), City of, Arkansas
- 717. Russell (AR), City of, Arkansas
- 718. Russellville (AR), City of, Arkansas
- 719. Salem (AR), City of, Arkansas
- 720. Salesville (AR), City of, Arkansas
- 721. Saline (AR), County of, Arkansas
- 722. Scott (AR), County of, Arkansas
- 723. Scranton (AR), City of, Arkansas
- 724. Searcy (AR), City of, Arkansas
- 725. Searcy (AR), County of, Arkansas
- 726. Sebastian (AR), County of, Arkansas
- 727. Sedgwick (AR), City of, Arkansas
- 728. Sevier (AR), County of, Arkansas
- 729. Shannon Hills (AR), City of, Arkansas
- 730. Sharp (AR), County of, Arkansas

- 731. Sheridan (AR), City of, Arkansas
- 732. Sherrill (AR), City of, Arkansas
- 733. Sherwood (AR), City of, Arkansas
- 734. Shirley (AR), City of, Arkansas
- 735. Sidney (AR), City of, Arkansas
- 736. Siloam Springs (AR), City of, Arkansas
- 737. Smackover (AR), City of, Arkansas
- 738. Smithville (AR), City of, Arkansas
- 739. South Lead Hill (AR), City of, Arkansas
- 740. Sparkman (AR), City of, Arkansas
- 741. Springdale (AR), City of, Arkansas
- 742. Springtown (AR), City of, Arkansas
- 743. St. Charles (AR), City of, Arkansas
- 744. St. Francis (AR), City of, Arkansas
- 745. St. Francis (AR), County of, Arkansas
- 746. St. Joe (AR), City of, Arkansas
- 747. St. Paul (AR), City of, Arkansas
- 748. Stamps (AR), City of, Arkansas
- 749. Star City (AR), City of, Arkansas
- 750. Stephens (AR), City of, Arkansas
- 751. Stone (AR), County of, Arkansas
- 752. Strawberry (AR), City of, Arkansas
- 753. Strong (AR), City of, Arkansas
- 754. Stuttgart (AR), City of, Arkansas
- 755.
- Subiaco (AR), City of, Arkansas
- 756. Success (AR), City of, Arkansas
- 757. Sulphur Rock (AR), City of, Arkansas
- 758. Sulphur Springs (AR), City of, Arkansas
- 759. Summit (AR), City of, Arkansas
- 760. Sunset (AR), City of, Arkansas
- 761. Swifton (AR), City of, Arkansas
- 762. Taylor (AR), City of, Arkansas
- 763. Texarkana (AR), City of, Arkansas
- 764. Thornton (AR), City of, Arkansas
- 765. Tillar (AR), City of, Arkansas
- 766. Tinsman (AR), City of, Arkansas
- 767. Tollette (AR), City of, Arkansas
- 768. Tontitown (AR), City of, Arkansas
- 769. Traskwood (AR), City of, Arkansas
- 770. Trumann (AR), City of, Arkansas
- 771. Tuckerman (AR), City of, Arkansas
- 772. Tull (AR), City of, Arkansas

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- 773. Tupelo (AR), City of, Arkansas
- 774. Turrell (AR), City of, Arkansas
- 775. Twin Groves (AR), City of, Arkansas

Ulm (AR), City of, Arkansas

Tyronza (AR), City of, Arkansas

Union (AR), County of, Arkansas

Van Buren (AR), City of, Arkansas

Valley Springs (AR), City of, Arkansas

Van Buren (AR), County of, Arkansas

Vandervoort (AR), City of, Arkansas

Victoria (AR), City of, Arkansas

- 785. Viola (AR), City of, Arkansas
- 786. Wabbaseka (AR), City of, Arkansas
- 787. Waldenburg (AR), City of, Arkansas
- 788. Waldo (AR), City of, Arkansas
- 789. Waldron (AR), County of, Arkansas
- 790. Walnut Ridge (AR), City of, Arkansas
- 791. Ward (AR), City of, Arkansas
- 792. Warren (AR), City of, Arkansas
- 793. Washington (AR), City of, Arkansas
- 794. Washington (AR), County of, Arkansas
- 795. Watson (AR), City of, Arkansas
- 796. Weiner (AR), City of, Arkansas
- 797. Weldon (AR), City of, Arkansas
- 798. West Fork (AR), City of, Arkansas
- 799. West Memphis (AR), City of, Arkansas
- 800. West Point (AR), City of, Arkansas
- 801. Western Grove (AR), City of, Arkansas
- 802. Wheatley (AR), City of, Arkansas
- 803. Whelen Springs (AR), City of, Arkansas
- 804. White (AR), County of, Arkansas
- 805. White Hall (AR), City of, Arkansas
- 806. Wickes (AR), City of, Arkansas
- 807. Widener (AR), City of, Arkansas
- 808. Wiederkehr Village (AR), City of, Arkansas
- 809. Williford (AR), City of, Arkansas
- 810. Willisville (AR), City of, Arkansas
- 811. Wilmar (AR), City of, Arkansas
- 812. Wilmot (AR), City of, Arkansas
- 813. Wilson (AR), City of, Arkansas
- 814. Wilton (AR), City of, Arkansas
- 815. Winchester (AR), City of, Arkansas
- 816. Winslow (AR), City of, Arkansas
- 817. Winthrop (AR), City of, Arkansas
- 818. Woodruff (AR), County of, Arkansas
- 819. Wooster (AR), City of, Arkansas
- 820. Wrightsville (AR), City of, Arkansas
- 821. Wynne (AR), City of, Arkansas
- 822. Yell (AR), County of, Arkansas
- 823. Yellville (AR), City of, Arkansas
- 824. Zinc (AR), City of, Arkansas
- 825. Alameda (CA), County of, California
- 826. Amador (CA), County of, California
- 827. Anaheim (CA), City of, California
- 828. Butte (CA), County of, California
- 829. Calaveras (CA), County of, California
- 830. Chico (CA), City of, California
- 831. Chula Vista (CA), City of, California
- 832. Clearlake (CA), City of, California
- 833. Contra Costa (CA), County of, California
- 834. Costa Mesa (CA), City of, California
- 835. Del Norte (CA), County of, California

- 836. Downey Unified School District (CA), California
- 837. Dublin (CA), City of, California
- 838. El Dorado (CA), County of, California
- 839. El Monte (CA), City of, California
- 840. Elk Grove Unified School District (CA), California
- 841. Encinitas (CA), City of, California
- 842. Eureka (CA), City of, California
- 843. Fresno (CA), County of, California
- 844. Fullerton (CA), City of, California
- 845. Glenn (CA), County of, California
- 846. Health Plan of San Joaquin (CA), California
- 847. Humboldt (CA), County of, California
- 848. Huntington Beach (CA), City of, California
- 849. Imperial (CA), County of, California
- 850. Inland Empire Health Plan (CA), California
- 851. Inyo (CA), County of, California
- 852. Irvine (CA), City of, California
- 853. Kern (CA), County of, California
- 854. Kern High School District (CA), California
- 855. La Habra (CA), City of, California
- 856. La Mesa (CA), City of, California
- 857. Laguna Beach (CA), City of, California
- 858. Lakeport (CA), City of, California
- 859. Lassen (CA), County of, California
- 860. Los Angeles (CA), City of, California
- 861. Los Angeles County (CA), Local Initiative Health Authority
- 862. Los Angeles County o/a L.A. Care Health Plan (CA), Local Initiative Health Authority
- 863. Madera (CA), County of, California
- 864. Marin (CA), County of, California
- 865. Mariposa (CA), County of, California
- 866. Mendocino (CA), County of, California
- 867. Merced (CA), County of, California
- 868. Modoc (CA), County of, California
- 869. Mono (CA), County of, California
- 870. Monterey (CA), County of, California
- 871. Montezuma (CA), Fire Protection District, California
- 872. Murrieta (CA), City of, California
- 873. Napa (CA), County of, California
- 874. Nevada (CA), County of, California
- 875. Oxnard (CA), City of, California
- 876. Placentia (CA), City of, California
- 877. Placer (CA), County of, California
- 878. Plumas (CA), County of, California

- 879. Riverside (CA), County of, California
- 880. Sacramento (CA), City of, California
- 881. Sacramento (CA), County of, California

- 882. San Benito (CA), County of, California
- 883. San Bernardino (CA), County of, California
- 884. San Clemente (CA), City of, California
- 885. San Diego (CA), City of, California
- 886. San Diego (CA), County of, California
- 887. San Francisco (CA), City of, California
- 888. San Joaquin (CA), County of, California
- 889. San Jose (CA), City of, California
- 890. San Luis Obispo (CA), County of, California
- 891. San Mateo (CA), County of, California
- 892. Santa Ana (CA), City of, California
- 893. Santa Barbara (CA), County of, California
- Santa Barbara San Luis Obispo Regional Heath Authority, d/b/a Central Hospital (CA), California
- 895. Santa Cruz (CA), County of, California
- 896. Shasta (CA), County of, California
- 897. Siskiyou (CA), County of, California
- 898. Sonoma (CA), County of, California
- 899. Stockton (CA), City of, California
- 900. Sutter (CA), County of, California
- 901. Tehama (CA), County of, California
- 902. Trinity (CA), County of, California
- 903. Tulare (CA), County of, California
- 904. Tuolumne (CA), County of, California
- 905. Ventura (CA), County of, California
- 906. Ventura County Medi-Cal Managed Care Commission d/b/a Gold Coast Health Plan (CA), California
- 907. Westminster (CA), City of, California
- 908. Yolo (CA), County of, California
- 909. Yuba (CA), County of, California
- 910. Adams (CO), County of (Board of Commissioners), Colorado
- 911. Alamosa (CO), City of, Colorado
- 912. Alamosa (CO), County of, Colorado
- 913. Arapahoe (CO), County of (Board of Commissioners), Colorado
- 914. Aurora (CO), City of, Colorado
- 915. Black Hawk (CO), City of, Colorado
- 916. Boulder (CO), County of (Board of Commissioners), Colorado
- 917. Brighton (CO), City of, Colorado
- 918. Broomfield (CO), City of, Colorado
- 919. Chaffee (CO), County of, Colorado
- 920. Commerce City (CO), City of, Colorado
- 921. Conejos (CO), County of, Colorado
- 922. Crowley (CO), County of, Colorado
- 923. Denver (CO), City of, Colorado
- 924. Federal Heights (CO), City of, Colorado

- 925. Fremont (CO), County of (Board of Commissioners), Colorado
- 926. Greeley (CO), City of, Colorado
- 927. Hudson (CO), City of, Colorado
- 928. Huerfano (CO), County of, Colorado
- 929. Jefferson (CO), County of (Board of Commissioners), Colorado
- 930. Lakewood (CO), City of, Colorado
- 931. Larimer (CO), County of (Board of Commissioners), Colorado
- 932. Las Animas (CO), County of, Colorado
- 933. Mesa (CO), County of (Board of Commissioners), Colorado
- 934. Mesa County Valley School District 51 (CO), Colorado
- 935. Northglenn (CO), City of, Colorado
- 936. Otero (CO), County of, Colorado
- 937. Pueblo (CO), County of, Colorado
- 938. Sheridan (CO), City of, Colorado
- 939. Teller (CO), County of (Board of Commissioners), Colorado
- 940. Thornton (CO), City of, Colorado
- 941. Tri-County Health Department (CO), Colorado
- 942. Westminster (CO), City of, Colorado
- 943. Wheat Ridge (CO), City of, Colorado
- 944. Ansonia (CT), City of, Connecticut
- 945. Beacon Falls (CT), Town of, Connecticut
- 946. Berlin (CT), Town of, Connecticut
- 947. Bethlehem (CT), Town of, Connecticut
- 948. Bridgeport (CT), City of, Connecticut
- 949. Bristol (CT), City of, Connecticut
- 950. Coventry (CT), Town of, Connecticut
- 951. Danbury (CT), City of, Connecticut
- 952. Derby (CT), City of, Connecticut
- 953. East Hartford (CT), Town of, Connecticut
- 954. Enfield (CT), Town of, Connecticut
- 955. Fairfield (CT), Town of, Connecticut
- 956. Middlebury (CT), Town of, Connecticut
- 957. Middletown (CT), City of, Connecticut
- 958. Milford (CT), City of, Connecticut
- 959. Monroe (CT), Town of, Connecticut
- 960. Naugatuck (CT), Borough of, Connecticut
- 961. New London (CT), City of, Connecticut
- 962. New Milford (CT), Town of, Connecticut
- 963. Newtown (CT), Town of, Connecticut
- 964. North Haven (CT), Town of, Connecticut
- 965. Norwalk (CT), City of, Connecticut
- 966. Norwich (CT), City of, Connecticut
- 967. Oxford (CT), Town of, Connecticut
- 968. Prospect (CT), Town of, Connecticut
- 969. Roxbury (CT), Town of, Connecticut
- 970. Seymour (CT), Town of, Connecticut

- 971. Shelton (CT), City of, Connecticut
- 972. Southbury (CT), Town of, Connecticut
- 973. Southington (CT), Town of, Connecticut
- 974. Stratford (CT), Town of, Connecticut
- 975. Thomaston (CT), Town of, Connecticut
- 976. Tolland (CT), Town of, Connecticut
- 977. Torrington (CT), City of, Connecticut
- 978. Wallingford (CT), Town of, Connecticut
- 979. Waterbury (CT), City of, Connecticut
- 980. West Haven (CT), City of, Connecticut
- 981. Wethersfield (CT), Town of, Connecticut
- 982. Windham (CT), Town of, Connecticut
- 983. Wolcott (CT), Town of, Connecticut
- 984. Woodbury (CT), Town of, Connecticut
- 985. Dover (DE), City of, Delaware
- 986. Kent (DE), County of, Delaware
- 987. Seaford (DE), City of, Delaware
- 988. Sussex (DE), County of, Delaware
- 989. Alachua (FL), County of, Florida
- 990. Apopka (FL), City of, Florida
- 991. Bay (FL), County of, Florida
- 992. Bradenton (FL), City of, Florida
- 993. Bradford (FL), County of, Florida
- 994. Brevard (FL), County of, Florida
- 995. Broward (FL), County of, Florida
- 996. Calhoun (FL), County of, Florida
- 997. Clay (FL), County of, Florida
- 998. Clearwater (FL), City of, Florida
- 999. Coconut Creek (FL), City of, Florida
- 1000. Coral Gables (FL), City of, Florida
- 1001. Coral Springs (FL), City of, Florida
- 1002. Daytona Beach (FL), City of, Florida
- 1003. Daytona Beach Shores (FL), City of, Florida
- 1004. Deerfield Beach (FL), City of, Florida
- 1005. Delray Beach (FL), City of, Florida
- 1006. Deltona (FL), City of, Florida
- 1007. Dixie (FL), County of, Florida
- 1008. Eatonville (FL), Town of, Florida
- 1009. Escambia (FL), County of, Florida
- 1010. Florida City (FL), City of, Florida
- 1011. Fort Lauderale (FL), City of, Florida
- 1012. Fort Pierce (FL), City of, Florida
- 1013. Gilchrist (FL), County of, Florida
- 1014. Gulf (FL), County of, Florida
- 1015. Halifax Hospital Medical Center (FL), Florida
- 1016. Hallandale Beach (FL), City of, Florida
- 1017. Hamilton (FL), County of, Florida
- 1018. Hernando (FL), County of, Florida
- 1019. Hillsborough (FL), County of, Florida
- 1020. Holmes (FL), County of, Florida
- 1021. Homestead (FL), City of, Florida

- 1022. Jackson (FL), County of, Florida
- 1023. Jacksonville (FL), City of, Florida
- 1024. Lake (FL), County of, Florida
- 1025. Lauderhill (FL), City of, Florida
- 1026. Lee (FL), County of, Florida
- 1027. Lee Memorial Health System, d/b/a Lee Health (FL), Florida
- 1028. Leon (FL), County of, Florida
- 1029. Levy (FL), County of, Florida
- 1030. Lynn Haven (FL), City of, Florida
- 1031. Manatee (FL), County of, Florida
- 1032. Marion (FL), County of, Florida
- 1033. Miami (FL), City of, Florida
- 1034. Miami Gardens (FL), City of, Florida
- 1035. Miami-Dade (FL), County of, Florida
- 1036. Miami-Dade (FL), School Board of, Florida
- 1037. Miramar (FL), City of, Florida
- 1038. Monroe (FL), County of (County Commission), Florida
- 1039. New Port Richey (FL), City of, Florida
- 1040. Niceville, City of (FL), Florida
- 1041. North Broward Hospital District (FL), Florida
- 1042. North Miami (FL), City of, Florida
- 1043. Ocala (FL), City of, Florida
- 1044. Ocoee (FL), City of, Florida
- 1045. Okaloosa (FL), County of, Florida
- 1046. Orange (FL), County of, Florida
- 1047. Orlando (FL), City of, Florida
- 1048. Ormond Beach (FL), City of, Florida
- 1049. Osceola (FL), County of, Florida
- 1050. Oviedo (FL), City of, Florida
- 1051. Palatka (FL), City of, Florida
- 1052. Palm Bay (FL), City of, Florida
- 1053. Palm Beach (FL), County of, Florida
- 1054. Palmetto (FL), City of, Florida
- 1055. Panama City (FL), City of, Florida
- 1056. Pasco (FL), County of, Florida
- 1057. Pembroke Pines (FL), City of, Florida
- 1058. Pensacola (FL), City of, Florida
- 1059. Pinellas (FL), County of, Florida
- 1060. Pinellas Park (FL), City of, Florida
- 1061. Polk (FL), County of, Florida
- 1062. Pompano Beach (FL), City of, Florida
- 1063. Port St. Lucie (FL), City of, Florida
- 1064. Putnam (FL), County of, Florida
- 1065. Sanford (FL), City of, Florida
- 1066. Santa Rosa (FL), County of, Florida
- 1067. Sarasota (FL), City of, Florida
- 1068. Sarasota (FL), County of, Florida

Attachment: Opioid Litigation-Final Distributor Settlement Agreement (Resolution-MOA for Distribution of Opioid Settlement Funds)

12.c

- 1069. Sarasota County Public Hospital District d/b/a Memorial Healthcare System, Inc. (FL), Florida
- 1070. Seminole (FL), County of, Florida
- 1071. St. Augustine (FL), City of, Florida
- 1072. St. Johns (FL), County of, Florida
- 1073. St. Lucie (FL), County of, Florida
- 1074. St. Petersburg (FL), City of, Florida
- 1075. Stuart (FL), City of, Florida
- 1076. Suwannee (FL), County of, Florida
- 1077. Sweetwater (FL), City of, Florida
- 1078. Tallahassee (FL), City of, Florida
- 1079. Tampa (FL), City of, Florida
- 1080. Taylor (FL), County of, Florida
- 1081. Union (FL), County of, Florida
- 1082. Volusia (FL), County of, Florida
- 1083. Walton (FL), County of, Florida
- 1084. Washington (FL), County of, Florida
- 1085. West Volusia Hospital Authority (FL), Florida
- 1086. Adel (GA), City of, Georgia
- 1087. Advantage Behavioral Health Systems (GA), Georgia
- 1088. Albany (GA), City of, Georgia
- 1089. Albany Area Community Service Board d/b/a Aspire Behavioral Health & Developmental Disability Services (GA), Georgia
- 1090. Alma (GA), City of, Georgia
- 1091. Appling (GA), County of, Georgia
- 1092. Appling (GA), County of (County Sheriff Mark Melton), Georgia
- 1093. Arlington (GA), City of, Georgia
- 1094. Athens-Clarke County (GA), The Unified Government of, Georgia
- 1095. Atkinson (GA), County of, Georgia
- 1096. Atlanta (GA), City of, Georgia
- 1097. Augusta (GA), City of; Augusta (GA), County of, Georgia
- 1098. Bacon (GA), County of, Georgia
- 1099. Bainbridge (GA), City of, Georgia
- 1100. Baldwin (GA), County of (Sheriff William C. Massee, Jr.), Georgia
- 1101. Banks (GA), County of, Georgia
- 1102. Bartow (GA), County of, Georgia
- 1103. Ben Hill (GA), County of, Georgia
- 1104. Berrien (GA), County of, Georgia
- 1105. Bibb (GA), County of (Sheriff David J. Davis), Georgia
- 1106. Bibb County School District (GA), Georgia
- 1107. Blackshear (GA), City of, Georgia
- 1108. Blakely (GA), City of, Georgia
- 1109. Brantley (GA), County of, Georgia

- 1110. Brooks (GA), County of, Georgia
- 1111. Brunswick (GA), City of, Georgia
- 1112. Bulloch (GA), County of, Georgia
- 1113. Burke (GA), County of, Georgia
- 1114. Butts (GA), County of, Georgia
- 1115. Camden (GA), County of, Georgia
- 1116. Candler (GA), County of, Georgia
- 1117. Candler County (GA), Hospital Authority, Georgia
- 1118. Carroll (GA), County of, Georgia
- 1119. Cartersville (GA), City of, Georgia
- 1120. Catoosa (GA), County of, Georgia
- 1121. Charlton (GA), County of, Georgia
- 1122. Chatham (GA), County of, Georgia
- 1123. Chatham County Hospital Authority (GA), Georgia
- 1124. Chattooga (GA), County of, Georgia
- 1125. Cherokee (GA), County of, Georgia
- 1126. Clay (GA), County of, Georgia
- 1127. Clayton (GA), County of, Georgia
- 1128. Clayton Community MH/SA/DS Service Board (GA), Georgia
- 1129. Clinch (GA), County of, Georgia
- 1130. Clinch County (GA) Hospital Authority, Georgia
- 1131. Cobb (GA) County of, Georgia
- 1132. Cobb County Community Service Board (GA), Georgia
- 1133. Coffee (GA), County of (Sheriff Doyle T. Wooten), Georgia
- 1134. Columbia (GA), County of, Georgia
- 1135. Columbus (GA), City of, Georgia
- 1136. Community Mental Health Center of East Central Georgia d/b/a Serenity Behavioral Health Systems (GA), Georgia
- 1137. Community Service Board of Middle Georgia (GA), Georgia
- 1138. Cook (GA), County of, Georgia
- 1139. Crawford (GA), County of (Sheriff Lewis S. Walker), Georgia
- 1140. Crisp (GA), County of, Georgia
- 1141. Crisp (GA), County of (Sheriff H.W. Hancock), Georgia
- 1142. Dade (GA), County of, Georgia
- 1143. Damascus (GA), City of, Georgia
- 1144. Dawson (GA), City of, Georgia
- 1145. Dawson (GA), County of, Georgia
- 1146. Decatur (GA), County of, Georgia
- 1147. DeKalb (GA) County of, Georgia
- 1148. Demorest (GA), City of, Georgia
- 1149. Dodge County Hospital Authority d/b/a Dodge County Hospital (GA), Georgia
- 1150. Dooly (GA), County of, Georgia

- 1151. Doraville (GA), City of, Georgia
- 1152. Dougherty (GA), County of, Georgia
- 1153. Douglas (GA), County of, Georgia
- 1154. Dunwoody (GA), City of, Georgia
- 1155. Early (GA), County of, Georgia
- 1156. Echols (GA), County of, Georgia
- 1157. Effingham (GA), County of, Georgia
- 1158. Elbert (GA), County of, Georgia
- 1159. Emanuel (GA), County of, Georgia
- 1160. Evans (GA), County of, Georgia
- 1161. Evans Memorial Hospital, Inc. (GA), Georgia
- 1162. Fannin (GA), County of, Georgia
- 1163. Fayette (GA), County of, Georgia
- 1164. Fitzgerald (GA), City of, Georgia
- 1165. Floyd (GA), County of, Georgia
- 1166. Forsyth (GA), County of, Georgia
- 1167. Fulton (GA), County of, Georgia
- 1168. Gainesville (GA), City of, Georgia
- 1169. Gateway Community Service Board (GA), Georgia
- 1170. Georgia Mountains Community Services d/b/a Avita Community Partners (GA), Georgia
- 1171. Georgia Pines Community Service Board (GA), Georgia
- 1172. Glascock (GA), County of, Georgia
- 1173. Glynn (GA), County of, Georgia
- 1174. Glynn (GA), County of (Sheriff E. Neal Jump), Georgia
- 1175. Grady (GA), County of, Georgia
- 1176. Greene (GA), County of, Georgia
- 1177. Gwinnett (GA), County of, Georgia
- 1178. Habersham (GA), County of, Georgia
- 1179. Habersham County Medical Center (GA), Georgia
- 1180. Hall (GA), County of, Georgia
- 1181. Hancock (GA), County of, Georgia
- 1182. Harris (GA), County of (Sheriff Mike Jolley), Georgia
- 1183. Heard (GA), County of, Georgia
- 1184. Henry (GA), County of, Georgia
- 1185. Highland Rivers Community Service Board d/b/a Highland Rivers Health (GA), Georgia
- 1186. Hospital Authority of Bainbridge and Decatur County (GA), Georgia
- 1187. Hospital Authority of Baxley and Appling County (GA), Georgia
- 1188. Hospital Authority of Bleckley County (GA) d/b/a Bleckley Memorial Hospital, Georgia
- 1189. Houston (GA), County of, Georgia

- 1190. Houston (GA), County of (Sheriff Cullen Talton), Georgia
- 1191. Irwin (GA), County of, Georgia
- 1192. Jackson (GA), County of, Georgia
- 1193. Jasper (GA), County of, Georgia
- 1194. Jeff Davis (GA), County of, Georgia
- 1195. Jeff Davis (GA), County of (Sheriff Preston Bohannon), Georgia
- 1196. Jefferson (GA), County of, Georgia
- 1197. Johnson (GA), County of, Georgia
- 1198. Jones (GA), County of, Georgia
- 1199. Jones (GA), County of (Sheriff R.N. Butch Reece), Georgia
- 1200. Lakeland (GA), City of, Georgia
- 1201. Lanier (GA), County of, Georgia
- 1202. Laurens (GA), County of, Georgia
- 1203. Laurens (GA), County of (Sheriff Larry H. Dean), Georgia
- 1204. Lee (GA), County of, Georgia
- 1205. Liberty (GA), County of, Georgia
- 1206. Lincoln (GA), County of, Georgia
- 1207. Long (GA), County of, Georgia
- 1208. Lookout Mountain Community Service Board (GA), Georgia
- 1209. Lowndes (GA), County of, Georgia
- 1210. Lumpkin (GA), County of, Georgia
- 1211. Macon (GA), County of, Georgia
- 1212. Macon-Bibb County (GA), Unified Government of, Georgia
- 1213. Madison (GA), County of, Georgia
- 1214. McDuffie (GA), County of, Georgia
- 1215. McIntosh (GA), County of, Georgia
- 1216. Meriwether (GA), County of, Georgia
- 1217. Meriwether (GA), County of (Sheriff Chuck Smith), Georgia
- 1218. Middle Flint Area Community Service Board d/b/a Middle Flint Behavioral Healthcare (GA), Georgia
- 1219. Milledgeville (GA), City of, Georgia
- 1220. Monroe (GA), County of, Georgia
- 1221. Montgomery (GA), County of, Georgia
- 1222. Murray (GA), County of (Sheriff Gary Langford), Georgia
- 1223. Nashville (GA), City of, Georgia
- 1224. New Horizons Community Service Board (GA), Georgia
- 1225. Newton (GA), County of, Georgia
- 1226. Oconee (GA), County of, Georgia
- 1227. Oconee (GA), County of (Sheriff Scott R. Berry), Georgia
- 1228. Oglethorpe (GA), County of, Georgia
- 1229. Peach (GA), County of, Georgia

- 1230. Peach (GA), County of (Sheriff Terry Deese), Georgia
- 1231. Pierce (GA), County of, Georgia
- 1232. Pierce (GA), County of (Sheriff Ramsey Bennett), Georgia
- 1233. Pike (GA), County of, Georgia
- 1234. Pineland Behavioral Health and Developmental Disabilities CSB (GA), Georgia
- 1235. Polk (GA), County of, Georgia
- 1236. Pooler (GA), City of, Georgia
- 1237. Pulaski (GA), County of, Georgia
- 1238. Rabun (GA), County of, Georgia
- 1239. Randolph (GA), County of, Georgia
- 1240. Richmond Hill (GA), City of, Georgia1241. River Edge Behavioral Health (GA), Georgia
- 1242. Rockdale (GA), County of, Georgia
- 1243. Rome (GA), City of, Georgia
- 1244. Sandy Springs (GA), City of, Georgia
- 1245. Satilla Community Services d/b/a Unison Behavioral Health (GA), Georgia
- 1246. Savannah (GA), City of, Georgia
- 1247. Schley (GA), County of, Georgia
- 1248. Screven (GA), County of, Georgia
- 1249. Screven (GA), County of (Sheriff Mike Kile), Georgia
- 1250. Seminole (GA), County of, Georgia
- 1251. Spalding (GA), County of, Georgia
- 1252. Springfield (GA), City of, Georgia
- 1253. Stephens (GA), County of, Georgia
- 1254. Sumter (GA), County of, Georgia
- 1255. Taliaferro (GA), County of, Georgia
- 1256. Tattnall (GA), County of, Georgia
- 1257. Telfair (GA), County of (Sheriff Chris Steverson), Georgia
- 1258. Tift (GA), County of (Sheriff Gene Scarbrough), Georgia
- 1259. Tifton (GA), City of, Georgia
- 1260. Toombs (GA), County of, Georgia
- 1261. Towns (GA), County of, Georgia
- 1262. Troup (GA), County of, Georgia
- 1263. Twiggs (GA), County of, Georgia
- 1264. Union (GA), County of, Georgia
- 1265. Valdosta and Lowndes County (GA), Hospital Authority of d/b/a South Georgia Medical Center, Georgia
- 1266. Walton (GA), County of, Georgia
- 1267. Ware (GA), County of (Sheriff Randy F. Royal), Georgia
- 1268. Warren (GA), County of, Georgia
- 1269. Warwick (GA), City of, Georgia
- 1270. Washington (GA), County of, Georgia

- 1271. Wayne (GA), County of, Georgia
- 1272. Wayne (GA), County of (Sheriff John G. Carter), Georgia
- 1273. Wayne County (GA), Hospital Authority, Georgia
- 1274. Whitfield (GA), County of, Georgia
- 1275. Wilcox (GA), County of, Georgia
- 1276. Wilkes (GA), County of, Georgia
- 1277. Wilkinson (GA), County of, Georgia
- 1278. Woodbury (GA), City of, Georgia
- 1279. Worth (GA), County of, Georgia
- 1280. Hawaii (HI), County of, Hawaii
- 1281. Kaua'i (HI), County of, Hawaii
- 1282. Ada (ID), County of, Idaho
- 1283. Adams (ID), County of, Idaho
- 1284. Bannock (ID), County of, Idaho
- 1285. Bingham (ID), County of, Idaho
- 1286. Blaine (ID), County of, Idaho
- 1287. Boise (ID), City of, Idaho
- 1288. Boise (ID), County of, Idaho
- 1289. Bonneville (ID), County of, Idaho
- 1290. Camas (ID), County of, Idaho
- 1291. Canyon (ID), County of, Idaho
- 1292. Caribou (ID), County of, Idaho
- 1293. Cassia (ID), County of, Idaho
- 1294. Chubbuck (ID), City of, Idaho
- 1295. Elmore (ID), County of, Idaho
- 1296. Gooding (ID), County of, Idaho
- 1297. Latah (ID), County of, Idaho
- 1298. Minidoka (ID), County of, Idaho
- 1299. Owyhee (ID), County of, Idaho
- 1300. Payette (ID), County of, Idaho
- 1301. Pocatello (ID), City of, Idaho
- 1302. Preston (ID), City of, Idaho
- 1303. Twin Falls (ID), City of, Idaho
- 1304. Twin Falls (ID), County of, Idaho
- 1305. Addison (IL), Village of, Illinois
- 1306. Alexander (IL), County of, Illinois
- 1307. Anna (IL), City of, Illinois
- 1308. Anna Hospital Corporation d/b/a Union County Hospital (IL), Illinois
- 1309. Bedford Park (IL), Village of, Illinois
- 1310. Bellwood (IL), Village of, Illinois
- 1311. Bensenville (IL), Village of, Illinois
- 1312. Benton (IL), City of, Illinois
- 1313. Berkeley (IL), Village of, Illinois
- 1314. Berwyn (IL), City of, Illinois
- 1315. Board of Education of East Aurora, School District 131 (IL), Illinois
- 1316. Board of Education of Joliet Township High School, District 204 (IL), Illinois

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- 1317. Board of Education of Thornton Fractional Township High Schools, District 215 (IL), Illinois
- 1318. Board of Education of Thornton Township High Schools, District 205 (IL), Illinois
- 1319. Bolingbrook (IL), Village of, Illinois
- 1320. Bond (IL), County of, Illinois
- 1321. Bridgeview (IL), Village of, Illinois
- 1322. Broadview (IL), Village of, Illinois
- 1323. Burbank (IL), City of, Illinois
- 1324. Bureau (IL), County of, Illinois
- 1325. Calhoun (IL), County of, Illinois
- 1326. Carbondale (IL), City of, Illinois
- 1327. Chicago (IL), Board of Education, School District No. 299, Illinois
- 1328. Chicago (IL), City of, Illinois
- 1329. Chicago Heights (IL), City of, Illinois
- 1330. Chicago Ridge (IL), Village of, Illinois
- 1331. Christian (IL), County of, Illinois
- 1332. Coles (IL), County of, Illinois
- 1333. Cook (IL), County of, Illinois
- 1334. Countryside (IL), City of, Illinois
- 1335. Dekalb (IL), County of, Illinois
- 1336. Dolton (IL), Village of, Illinois
- 1337. DuPage (IL), County of, Illinois
- 1338. Edwards (IL), County of, Illinois
- 1339. Effingham (IL), County of, Illinois
- 1340. Evergreen Park (IL), Village of, Illinois
- 1341. Forest Park (IL), Village of, Illinois
- 1342. Franklin (IL), County of, Illinois
- 1343. Franklin Park (IL), Village of, Illinois
- 1344. Gallatin (IL), County of, Illinois
- 1345. Granite City (IL), City of, Illinois
- 1346. Hamilton (IL), County of, Illinois
- 1347. Hardin (IL) County of, Illinois
- 1348. Harrisburg (IL), City of, Illinois
- 1349. Harvey (IL), City of, Illinois
- 1350. Harwood Heights (IL), Village of, Illinois
- 1351. Henry (IL), County of, Illinois
- 1352. Herrin (IL), City of, Illinois
- 1353. Hillside (IL), Village of, Illinois
- 1354. Hodgkins (IL), Village of, Illinois
- 1355. Hoffman Estates (IL), Village of, Illinois
- 1356. Jasper (IL), County of, Illinois
- 1357. Jefferson (IL), County of, Illinois
- 1358. Jersey (IL), County of, Illinois
- 1359. Johnson (IL), County of, Illinois
- 1360. Kane (IL), County of, Illinois
- 1361. Kankakee (IL), City of, Illinois
- 1362. Kendall (IL), County of, Illinois
- 1363. La Grange Park (IL), Village of, Illinois
- 1364. Lake (IL), County of, Illinois
- 1365. LaSalle (IL), County of, Illinois

- 1366. Lawrence (IL), County of, Illinois
- 1367. Lee (IL), County of, Illinois
- 1368. Livingston (IL), County of, Illinois
- 1369. Lyons (IL), Township of, Illinois
- 1370. Lyons (IL), Village of, Illinois
- 1371. Macoupin (IL), County of, Illinois
- 1372. Marion (IL), City of, Illinois
- 1373. Marion (IL), County of, Illinois
- 1374. Massac (IL), County of, Illinois
- 1375. Massac Memorial, LLC d/b/a Massac Memorial Hospital (IL), Illinois
- 1376. Maywood (IL), Village of, Illinois
- 1377. McCook (IL), Village of, Illinois
- 1378. McHenry (IL), County of, Illinois
- 1379. McLean (IL), County of, Illinois
- 1380. Melrose Park (IL), Village of, Illinois
- 1381. Merrionette Park (IL), Village of, Illinois
- 1382. Metropolis (IL), City of, Illinois
- 1383. North Riverside (IL), Village of, Illinois
- 1384. Northlake (IL), City of, Illinois
- 1385. Oak Lawn (IL), Village of, Illinois
- 1386. Oak Park (IL), Village of, Illinois
- 1387. Orland Fire Protection District (IL), Illinois
- 1388. Orland Park (IL), Village of, Illinois
- 1389. Palos Heights (IL), City of, Illinois
- 1390. Palos Hills (IL), City of, Illinois
- 1391. Pekin (IL), City of, Illinois
- 1392. Peoria (IL), City of, Illinois
- 1393. Piatt (IL), County of, Illinois
- 1394. Posen (IL), Village of, Illinois
- 1395. Princeton (IL), City of, Illinois
- 1396. Pulaski (IL), County of, Illinois
- 1397. River Forest (IL), Village of, Illinois
- 1398. River Grove (IL), Village of, Illinois
- 1399. Riverside (IL), Village of, Illinois
- 1400. Rockford (IL), City of, Illinois
- 1401. Saline (IL), County of, Illinois
- 1402. Sangamon (IL), County of, Illinois
- 1403. Schiller Park (IL), Village of, Illinois
- 1404. Schuyler (IL), County of, Illinois
- 1405. Sesser (IL), City of, Illinois
- 1406. Shelby (IL), County of, Illinois
- 1407. St. Clair (IL), County of, Illinois
- 1408. Stone Park (IL), Village of, Illinois
- 1409. Streator (IL), City of, Illinois
- 1410. Summit (IL), Village of, Illinois
- 1411. Tinley Park (IL), Village of, Illinois
- 1412. Union (IL), County of, Illinois
- 1413. Wabash (IL), County of, Illinois

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- 1414. Washington (IL), County of, Illinois
- 1415. Waukegan Community Unit School District (IL), Illinois

1416. West Frankfort (IL), City of, Illinois

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- 1418. White (IL), County of, Illinois
- 1419. Will (IL), County of, Illinois
- 1420. Williamson (IL), County of, Illinois
- 1421. Winnebago (IL), County of, Illinois
- 1422. Alexandria (IN), City of, Indiana
- 1423. Allen (IN), County of (Board of Commissioners), Indiana
- 1424. Atlanta (IN), Town of, Indiana
- 1425. Austin (IN), City of, Indiana
- 1426. Beech Grove (IN), City of, Indiana
- 1427. Benton (IN), County of, Indiana
- 1428. Blackford (IN), County of, Indiana
- 1429. Bloomington (IN), City of, Indiana
- 1430. Brownstown (IN), Town of, Indiana
- 1431. Chandler (IN), Town of, Indiana
- 1432. Connersville (IN), City of, Indiana
- 1433. Danville (IN), Town of, Indiana
- 1434. Delaware (IN), County of, Indiana
- 1435. Elwood (IN), City of, Indiana
- 1436. Evansville (IN), City of, Indiana
- 1437. Fayette (IN), County of, Indiana
- 1438. Fishers (IN), City of, Indiana
- 1439. Fort Wayne (IN), City of, Indiana
- 1440. Fort Wayne Community Schools (IN), Indiana
- 1441. Franklin (IN), City of, Indiana
- 1442. Franklin (IN), County of (Board of Commissioners), Indiana
- 1443. Gary (IN), City of, Indiana
- 1444. Greenwood (IN), City of, Indiana
- 1445. Hammond (IN), City of, Indiana
- 1446. Harrison (IN), County of, Indiana
- 1447. Hartford (IN), City of, Indiana
- 1448. Howard (IN), County of, Indiana
- 1449. Huntington (IN), City of, Indiana
- 1450. Indianapolis (IN), City of, Indiana
- 1451. Jackson (IN), County of, Indiana
- 1452. Jasper (IN), City of, Indiana
- 1453. Jay (IN), County of, Indiana
- 1454. Jeffersonville (IN), City of, Indiana
- 1455. Jennings (IN), County of, Indiana
- 1456. Kokomo (IN), City of, Indiana
- 1457. Lafayette (IN), City of, Indiana
- 1458. Lake (IN), County of, Indiana
- 1459. LaPorte (IN), County of, Indiana
- 1460. Lawrence (IN), City of, Indiana
- 1461. Lawrence (IN), County of, Indiana
- 1462. Logansport (IN), City of, Indiana
- 1463. Madison (IN), City of, Indiana
- 1464. Madison (IN), County of, Indiana
- 1465. Marion (IN), County of, Indiana

- 1466. Marshall (IN), County of, Indiana
- 1467. Martinsville (IN), City of, Indiana
- 1468. Mishawaka (IN), City of, Indiana
- 1469. Monroe (IN), County of, Indiana
- 1470. Montpelier (IN), City of, Indiana
- 1471. Mooresville (IN), Town of, Indiana
- 1472. Morgan (IN), County of, Indiana
- 1473. Muncie (IN), City of, Indiana
- 1474. New Albany (IN), City of, Indiana
- 1475. New Castle (IN), City of, Indiana
- 1476. Noblesville (IN), City of, Indiana
- 1477. Orange (IN), County of, Indiana
- 1478. Pendleton (IN), Town of, Indiana
- 1479. Penn-Harris-Madison School Corporation (IN), Indiana
- 1480. Peru (IN), City of, Indiana
- 1481. Plainfield (IN), Town of, Indiana
- 1482. Porter (IN), County of, Indiana
- 1483. Portland (IN), City of, Indiana
- 1484. Pulaski (IN), County of, Indiana
- 1485. Richmond (IN), City of, Indiana
- 1486. Ripley (IN), County of, Indiana
- 1487. School City of Mishawaka (IN), Indiana
- 1488. Seymour (IN), City of, Indiana
- 1489. Shelbyville (IN), City of, Indiana
- 1490. Sheridan (IN), Town of, Indiana
- 1491. Smith-Green Community Schools (IN), Indiana
- 1492. South Bend (IN), City of, Indiana
- 1493. South Bend Community School Corporation (IN), Indiana
- 1494. St. Joseph (IN), County of, Indiana
- 1495. Starke (IN), County of, Indiana
- 1496. Terre Haute (IN), City of, Indiana
- 1497. Tippecanoe (IN), County of, Indiana
- 1498. Upland (IN), Town of, Indiana
- 1499. Vanderburgh (IN), County of, Indiana
- 1500. Vigo (IN), County of, Indiana
- 1501. West Lafayette (IN), City of, Indiana
- 1502. Westfield (IN) City of, Indiana
- 1503. Zionsville (IN), Town of, Indiana
- 1504. Adair (IA), County of, Iowa
- 1505. Adams (IA), County of, Iowa
- 1506. Allamakee (IA), County of, Iowa
- 1507. Appanoose (IA), County of, Iowa
- 1508. Audubon (IA), County of, Iowa
- 1509. Benton (IA), County of, Iowa
- 1510. Black Hawk (IA), County of, Iowa
- 1511. Bremer (IA), County of, Iowa
- 1512. Buchanan (IA), County of, Iowa
- 1513. Buena Vista (IA), County of, Iowa
- 1514. Calhoun (IA), County of, Iowa
- 1515. Carroll (IA), County of, Iowa

1516. Cedar (IA), County of, Iowa 1517. Cerro Gordo (IA), County of, Iowa 1518. Cherokee (IA), County of, Iowa 1519. Chickasaw (IA), County of, Iowa 1520. Clay (IA), County of, Iowa 1521. Clayton (IA), County of, Iowa 1522. Clinton (IA), County of, Iowa 1523. Dallas (IA), County of, Iowa 1524. Delaware (IA), County of, Iowa 1525. Des Moines (IA), County of, Iowa 1526. Emmet (IA), County of, Iowa 1527. Fayette (IA), County of, Iowa 1528. Fremont (IA), County of, Iowa 1529. Hamilton (IA), County of, Iowa 1530. Hancock (IA), County of, Iowa 1531. Hardin (IA), County of, Iowa 1532. Harrison (IA), County of, Iowa 1533. Henry (IA), County of, Iowa 1534. Howard (IA), County of, Iowa 1535. Humboldt (IA), County of, Iowa 1536. Ida (IA), County of, Iowa 1537. Jasper (IA), County of, Iowa 1538. Johnson (IA), County of, Iowa 1539. Jones (IA), County of, Iowa 1540. Keokuk (IA), County of, Iowa 1541. Lee (IA), County of, Iowa 1542. Lyon (IA), County of, Iowa 1543. Madison (IA), County of, Iowa 1544. Mahaska (IA), County of, Iowa 1545. Marion (IA), County of, Iowa 1546. Mills (IA), County of, Iowa 1547. Mitchell (IA), County of, Iowa 1548. Monroe (IA), County of, Iowa 1549. Montgomery (IA), County of, Iowa 1550. Muscatine (IA), County of, Iowa 1551. O'Brien (IA), County of, Iowa 1552. Osceola (IA), County of, Iowa 1553. Plymouth (IA), County of, Iowa 1554. Pocahontas (IA), County of, Iowa 1555. Polk (IA), County of, Iowa 1556. Pottawattamie (IA), County of, Iowa 1557. Poweshiek (IA), County of, Iowa 1558. Sac (IA), County of, Iowa 1559. Scott (IA), County of, Iowa 1560. Shelby (IA), County of, Iowa 1561. Sioux (IA), County of, Iowa 1562. Tama (IA), County of, Iowa

- 1563. Taylor (IA), County of, Iowa
- 1564. Union (IA), County of, Iowa
- 1565. Webster (IA), County of, Iowa
- 1566. Winnebago (IA), County of, Iowa
- 1567. Winneshiek (IA), County of, Iowa
- 1568. Worth (IA), County of, Iowa

- 1569. Wright (IA), County of, Iowa
- 1570. Allen (KS), County of (Board of Commissioners), Kansas
- 1571. Barber (KS), County of (Board of Commissioners), Kansas
- 1572. Bourbon (KS), County of, Kansas
- 1573. Cherokee (KS), County of (Board of Commissioners), Kansas
- 1574. Cowley (KS), County of (Board of Commissioners), Kansas
- 1575. Crawford (KS), County of (Board of Commissioners), Kansas
- 1576. Dickinson (KS), County of (Board of County Counselors), Kansas
- 1577. Elk (KS), County of (Board of Commissioners), Kansas
- 1578. Elkhardt (KS), City of, Kansas
- 1579. Finney (KS), County of (Board of Commissioners), Kansas
- 1580. Ford (KS), County of (Board of Commissioners), Kansas
- 1581. Grant (KS), County of (Board of Commissioners), Kansas
- 1582. Greenwood (KS), County of (Board of Commissioners), Kansas
- 1583. Harvey (KS) County of, Kansas
- 1584. Johnson (KS), County of, Kansas
- 1585. Leavenworth (KS), County of (Board of Commissioners), Kansas
- 1586. Manter (KS), City of, Kansas
- 1587. Meade (KS), County of (Board of Commissioners), Kansas
- 1588. Montgomery (KS), County of, Kansas
- 1589. Morton (KS), County of (Board of Commissioners), Kansas
- 1590. Neosho (KS), County of (Board of Commissioners), Kansas
- 1591. Overland Park (KS), City of, Kansas
- 1592. Pratt (KS), County of (Board of Commissioners), Kansas
- 1593. Reno (KS), County of, Kansas
- 1594. Sedgwick (KS), County of (Board of Commissioners), Kansas
- 1595. Seward (KS), County of (Board of Commissioners), Kansas
- 1596. Shawnee (KS), County of (Board of Commissioners), Kansas
- 1597. Stanton (KS), County of (Board of Commissioners), Kansas
- 1598. Ulysses (KS), City of, Kansas
- 1599. Wabaunsee (KS), County of (Board of Counsellors), Kansas
- 1600. Wichita (KS), City of, Kansas

- 1601. Wyandotte County Kansas City (KS), Unified Government of, Kansas
- 1602. Adair (KY), County (Fiscal Court), Kentucky
- 1603. Allen (KY), County of (Fiscal Court), Kentucky
- 1604. Anderson (KY), County of (Fiscal Court), Kentucky
- 1605. Ballard (KY), County of (Fiscal Court), Kentucky
- 1606. Bath (KY), County of (Fiscal Court), Kentucky
- 1607. Bell (KY), County of (Fiscal Court), Kentucky
- 1608. Bellefonte (KY), City of, Kentucky
- 1609. Benham (KY), City of, Kentucky
- 1610. Board of Education of Breathitt County Public Schools (KY), Kentucky
- 1611. Board of Education of Bullitt County Public Schools (KY), Kentucky
- 1612. Board of Education of Estill County Public Schools (KY), Kentucky
- 1613. Board of Education of Fayette County Public Schools (KY), Kentucky
- 1614. Board of Education of Harrison County Public Schools (KY), Kentucky
- 1615. Board of Education of Hart County Public Schools (KY), Kentucky
- 1616. Board of Education of Jefferson County Public Schools (KY), Kentucky
- 1617. Board of Education of Johnson County Public School District (KY), Kentucky
- 1618. Board of Education of LaRue County Public Schools (KY), Kentucky
- 1619. Board of Education of Lawrence County Public Schools (KY), Kentucky
- 1620. Board of Education of Martin County Public Schools (KY), Kentucky
- 1621. Board of Education of Menifee County Public Schools (KY), Kentucky
- 1622. Board of Education of Owsley County Public Schools (KY), Kentucky
- 1623. Board of Education of Wolfe County Public Schools (KY), Kentucky
- 1624. Boone (KY), County of (Fiscal Court), Kentucky
- 1625. Bourdon (KY), County of (Fiscal Court), Kentucky
- 1626. Boyd (KY), County of (Fiscal Court), Kentucky
- 1627. Boyle (KY), County of (Fiscal Court), Kentucky

- 1628. Bracken (KY), County of (Fiscal Court), Kentucky
- 1629. Breathitt (KY), County of (Fiscal Court), Kentucky
- 1630. Breckinridge (KY), County of (Fiscal Court), Kentucky
- 1631. Buckhorn (KY), City of, Kentucky
- 1632. Bullitt (KY), County of (Fiscal Court), Kentucky
- 1633. Caldwell (KY), County of (Fiscal Court), Kentucky
- 1634. Calloway (KY), County of (Fiscal Court), Kentucky
- 1635. Campbell (KY), County of (Fiscal Court), Kentucky
- 1636. Campbellsville (KY), City of, Kentucky
- 1637. Carlisle (KY), County of (Fiscal Court), Kentucky
- 1638. Carter (KY), County of (Fiscal Court), Kentucky
- 1639. Casey (KY), County of (Fiscal Court), Kentucky
- 1640. Christian (KY), County of (Fiscal Court), Kentucky
- 1641. Clark (KY), County of (Fiscal Court), Kentucky
- 1642. Clay (KY), County of (Fiscal Court), Kentucky
- 1643. Clinton (KY), County of (Fiscal Court), Kentucky
- 1644. Columbia (KY), City of, Kentucky
- 1645. Covington (KY), City of, Kentucky
- 1646. Cumberland (KY), County of (Fiscal Court), Kentucky
- 1647. Daviess (KY), County of (Fiscal Court), Kentucky
- 1648. Edmonson (KY), County of (Fiscal Court), Kentucky
- 1649. Elliott (KY), County of (Fiscal Court), Kentucky
- 1650. Estill (KY) County Emergency Medical Services, Kentucky
- 1651. Estill (KY), County of (Fiscal Court), Kentucky
- 1652. Fleming (KY), County of (Fiscal Court), Kentucky
- 1653. Florence (KY), City of, Kentucky
- 1654. Floyd (KY), County of (Fiscal Court), Kentucky
- 1655. Franklin (KY), County of (Fiscal Court), Kentucky
- 1656. Fulton (KY), County of (Fiscal Court), Kentucky

- 1657. Gallatin (KY), County of (Fiscal Court), Kentucky
- 1658. Garrard (KY), County of (Fiscal Court), Kentucky
- 1659. Grant (KY), County of (Fiscal Court), Kentucky
- 1660. Grayson (KY), City of, Kentucky
- 1661. Green (KY), County of (Fiscal Court), Kentucky
- 1662. Greenup (KY), City of, Kentucky
- 1663. Greenup (KY), County of (Fiscal Court), Kentucky
- 1664. Hancock (KY), County of (Fiscal Court), Kentucky
- 1665. Hardin (KY), County of (Fiscal Court), Kentucky
- 1666. Hardin Memorial Hospital (KY), Kentucky
- 1667. Harlan (KY), City of, Kentucky
- 1668. Harlan (KY), County of (Fiscal Court), Kentucky
- 1669. Harrison (KY), County of (Fiscal Court), Kentucky
- 1670. Hart (KY), County of (Fiscal Court), Kentucky
- 1671. Henderson (KY), City of, Kentucky
- 1672. Henderson (KY), County of (Fiscal Court), Kentucky
- 1673. Henry (KY), County of (Fiscal Court), Kentucky
- 1674. Hickman (KY), County of (Fiscal Court), Kentucky
- 1675. Hillview (KY), City of, Kentucky
- 1676. Hopkins (KY), County of (Fiscal Court), Kentucky
- 1677. Hyden (KY), City of, Kentucky
- 1678. Inez (KY), City of, Kentucky
- 1679. Jamestown (KY), City of, Kentucky
- 1680. Jenkins (KY), City of, Kentucky
- 1681. Jessamine (KY), County of (Fiscal Court), Kentucky
- 1682. Kenton (KY), County of (Fiscal Court), Kentucky
- 1683. Kentucky River District Health Department (KY), Kentucky
- 1684. Knott (KY), County of (Fiscal Court), Kentucky
- 1685. Knox (KY), County of (Fiscal Court), Kentucky
- 1686. Larue (KY), County of (Fiscal Court), Kentucky
- 1687. Laurel (KY), County of (Fiscal Court), Kentucky

- 1688. Lawrence (KY), County of (Fiscal Court), Kentucky
- 1689. Lee (KY), County of (Fiscal Court), Kentucky
- 1690. Leslie (KY), County of (Fiscal Court), Kentucky
- 1691. Letcher (KY), County of (Fiscal Court), Kentucky
- 1692. Lewis (KY), County of (Fiscal Court), Kentucky
- 1693. Lexington-Fayette County (KY), Urban Government of, Kentucky
- 1694. Lincoln (KY), County of (Fiscal Court), Kentucky
- 1695. Logan (KY), County of (Fiscal Court), Kentucky
- 1696. London (KY), City of, Kentucky
- 1697. Louisville/Jefferson County (KY), Metro Government of, Kentucky
- 1698. Loyall (KY), City of, Kentucky
- 1699. Lynch (KY), City of, Kentucky
- 1700. Madison (KY), County (Fiscal Court), Kentucky
- 1701. Manchester (KY), City of, Kentucky
- 1702. Marshall (KY), County of (Fiscal Court), Kentucky
- 1703. Martin (KY), County of (Fiscal Court), Kentucky
- 1704. Mason (KY), County of (Fiscal Court), Kentucky
- 1705. McCracken (KY), County of (Fiscal Court), Kentucky
- 1706. McLean (KY), County of (Fiscal Court), Kentucky
- 1707. Meade (KY), County of (Fiscal Court), Kentucky
- 1708. Mercer (KY), County of (Fiscal Court), Kentucky
- 1709. Monroe (KY), County of (Fiscal Court), Kentucky
- 1710. Montgomery (KY), County of (Fiscal Court), Kentucky
- 1711. Morehead (KY), City of, Kentucky
- 1712. Morgan (KY), County of (Fiscal Court), Kentucky
- 1713. Morganfield (KY), City of, Kentucky
- 1714. Mt. Washington (KY), City of, Kentucky
- 1715. Muhlenberg (KY), County of (Fiscal Court), Kentucky
- 1716. Murray (KY), City of, Kentucky
- 1717. Nicholas (KY), Count of (Fiscal Court), Kentucky

- 1718. Ohio (KY), County of (Fiscal Court), Kentucky
- 1719. Oldham (KY), County of (Fiscal Court), Kentucky
- 1720. Owen (KY), County of (Fiscal Court), Kentucky
- 1721. Owensboro (KY), City of, Kentucky
- 1722. Owsley (KY), County of (Fiscal Court), Kentucky
- 1723. Paducah (KY), City of, Kentucky
- 1724. Paintsville (KY), City of, Kentucky
- 1725. Pendleton (KY), County (Fiscal Court), Kentucky
- 1726. Perry (KY), County of (Fiscal Court), Kentucky
- 1727. Pike (KY), County of, Kentucky
- 1728. Pineville (KY), City of, Kentucky
- 1729. Pippa Passes (KY), City of, Kentucky
- 1730. Powell (KY), County of (Fiscal Court), Kentucky
- 1731. Prestonsburg (KY), City of, Kentucky
- 1732. Pulaski (KY), County of (Fiscal Court), Kentucky
- 1733. Rowan (KY), County of (Fiscal Court), Kentucky
- 1734. Russell (KY), City of, Kentucky
- 1735. Russell (KY), County of (Fiscal Court), Kentucky
- 1736. Russell Springs (KY), City of, Kentucky
- 1737. Scott (KY), County of (Fiscal Court), Kentucky
- 1738. Shelby (KY), County of (Fiscal Court), Kentucky
- 1739. Shepherdsville (KY), City of, Kentucky
- 1740. South Shore (KY), City of, Kentucky
- 1741. Spencer (KY), County of (Fiscal Court), Kentucky
- 1742. Taylor (KY), County of (Fiscal Court), Kentucky
- 1743. Taylor County Hospital District Health Facilities Corporation (KY), Kentucky
- 1744. Todd (KY), County of (Fiscal Court), Kentucky
- 1745. Union (KY), County of (Fiscal Court), Kentucky
- 1746. Vanceburg (KY), City of, Kentucky
- 1747. Warfield (KY), City of, Kentucky
- 1748. Warren (KY), County of, Kentucky
- 1749. Wayne (KY), County of (Fiscal Court), Kentucky
- 1750. Webster (KY), County of (Fiscal Court), Kentucky
- 1751. West Liberty (KY), City of, Kentucky

- 1752. Whitesburg (KY), City of, Kentucky
- 1753. Whitley (KY), County of, Kentucky
- 1754. Winchester (KY), City of, Kentucky
- 1755. Wolfe (KY), County of (Fiscal Court), Kentucky
- 1756. Woodford (KY), County of (Fiscal Court), Kentucky
- 1757. Worthington (KY), City of, Kentucky
- 1758. Acadia-St. Landry (LA) Hospital Service District d/b/a Acadia-St. Landry Hospital, Louisiana
- 1759. Alexandria (LA), City of, Louisiana
- 1760. Allen (LA), Parish of (Sheriff), Louisiana
- 1761. Ascension (LA), Parish of, Louisiana
- 1762. Ascension (LA), Parish of (Sheriff), Louisiana
- 1763. Ascension (LA), Parish School Board, Louisiana
- 1764. Assumption (LA), Parish of (Police Jury), Louisiana
- 1765. Assumption (LA), Parish of (Sheriff Leland Falcon), Louisiana
- 1766. Avoyelles (LA), Parish of (Police Jury), Louisiana
- 1767. Avoyelles (LA), Parish of (Sheriff), Louisiana
- 1768. Baldwin (LA), Town of, Louisiana
- 1769. Bastrop (LA), City of, Louisiana
- 1770. Baton Rouge (LA), City of, Louisiana
- 1771. Beauregard (LA), Parish of (Police Jury), Louisiana
- 1772. Benton (LA) Fire No. 4, Louisiana
- 1773. Berwick (LA), Town of, Louisiana
- 1774. Bienville (LA), Parish of, Louisiana
- 1775. Bogalusa (LA), City of, Louisiana
- 1776. Bossier (LA) Parish Emergency Medical Services Ambulance District, Louisiana
- 1777. Bossier (LA), City of, Louisiana
- 1778. Bossier (LA), Parish of, Louisiana
- 1779. Caddo (LA) Fire Protection District No. 1, Louisiana
- 1780. Caddo (LA), Parish of, Louisiana
- 1781. Calcasieu (LA), Parish of (Police Jury), Louisiana
- 1782. Calcasieu (LA), Parish of (Sheriff), Louisiana
- 1783. Caldwell (LA), Parish of, Louisiana
- 1784. Cameron (LA), Parish of, Louisiana
- 1785. Catahoula (LA), Parish of (Police Jury), Louisiana
- 1786. Catahoula (LA), Parish of (Sheriff Toney Edwards), Louisiana
- 1787. Claiborne (LA), Parish of, Louisiana

- 1788. Concordia (LA), Parish of, Louisiana
- 1789. Concordia (LA), Parish of (Sheriff Kenneth Hedrick), Louisiana
- 1790. Covington (LA), City of, Louisiana
- 1791. Delhi (LA), Town of, Louisiana
- 1792. Desoto (LA), Parish of, Louisiana
- 1793. DeSoto Fire Protection District No. 8 (LA), Louisiana
- 1794. Donaldsonville (LA), City of, Louisiana
- 1795. East Baton Rouge (LA), Parish of (Clerk of Court Office), Louisiana
- 1796. East Baton Rouge (LA), Parish of (Sheriff), Louisiana
- 1797. East Carroll (LA), Parish of (Police Jury), Louisiana
- 1798. East Carroll (LA), Parish of (Sheriff), Louisiana
- 1799. Eunice (LA), City of, Louisiana
- 1800. Evangeline (LA), Parish of (Police Jury), Louisiana
- 1801. Evangeline (LA), Parish of (Sheriff), Louisiana
- 1802. Ferriday (LA), Town of, Louisiana
- 1803. Franklin (LA), City of, Louisiana
- 1804. Franklin (LA), Parish of, Louisiana
- 1805. Gramercy (LA), Town of, Louisiana
- 1806. Grant (LA), Parish of (Police Jury), Louisiana
- 1807. Grant (LA), Parish of (Sheriff), Louisiana
- 1808. Gretna (LA), City of, Louisiana
- 1809. Hospital Service District No. 1 of The Parish of Avoyelles, State of Louisiana, d/b/a Bunkie General Hospital (LA), Louisiana
- 1810. Hospital Service District No. 1 of The Parish of LaSalle, State of Louisiana. d/b/a Hardtner Medical Center (LA), Louisiana
- 1811. Iberia (LA), Parish of, Louisiana
- 1812. Iberia (LA), Parish School Board of, Louisiana
- 1813. Iberville (LA), Parish of (Parish Council), Louisiana
- 1814. Jackson (LA), Parish of (Police Jury), Louisiana
- 1815. Jackson (LA), Parish of (Sheriff), Louisiana
- 1816. Jean Lafitte (LA), Town of, Louisiana
- 1817. Jefferson (LA), Parish of, Louisiana
- 1818. Jefferson (LA), Parish of (Coroner's Office), Louisiana
- 1819. Jefferson (LA), Parish of (Sheriff), Louisiana

- 1820. Jefferson Davis (LA), Parish of (Police Jury), Louisiana
- 1821. Jefferson Davis (LA), Parish of (Sheriff), Louisiana
- 1822. Jefferson Parish Hospital Service District 1 (LA), Louisiana
- 1823. Jefferson Parish Hospital Service District 2 (LA), Louisiana
- 1824. Kenner (LA), City of, Louisiana
- 1825. Lafayette (LA), Parish of (Sheriff), Louisiana
- 1826. Lafourche (LA), Parish of, Louisiana
- 1827. LaFourche Parish School Board (LA), Louisiana
- 1828. Lake Charles (LA), City of, Louisiana
- 1829. Lake Providence (LA), Town of, Louisiana
- 1830. LaSalle (LA), Parish of, Louisiana
- 1831. Lincoln (LA), Parish of (Sheriff), Louisiana
- 1832. Livingston (LA), Parish of, Louisiana
- 1833. Livingston (LA), Parish of (Sheriff), Louisiana
- 1834. Lutcher (LA), Town of, Louisiana
- 1835. Madisonville (LA), Town of, Louisiana
- 1836. Mandeville (LA), City of, Louisiana
- 1837. Monroe (LA), City of, Louisiana
- 1838. Morehouse (LA), Parish of (Police Jury), Louisiana
- 1839. Morehouse (LA), Parish of (Sheriff), Louisiana
- 1840. Morgan (LA), City of, Louisiana
- 1841. Natchitoches (LA), Parish of (Parish Council), Louisiana
- 1842. New Iberia (LA), City of, Louisiana
- 1843. New Orleans (LA), City of, Louisiana
- 1844. New Roads (LA), City of, Louisiana
- 1845. North Caddo (LA) Hospital Service District d/b/a North Caddo Medical Center, Louisiana
- 1846. Opelousas (LA), City of, Louisiana
- 1847. Opelousas (LA), General Hospital Authority, a Louisiana Public Trust d/b/a Opelousas General Health System, Louisiana
- 1848. Orleans (LA), Parish of (Sheriff), Louisiana
- 1849. Orleans Parish Hospital Service District -District A (LA), Louisiana
- 1850. Ouachita (LA), Parish of (Police Jury), Louisiana
- 1851. Ouachita (LA), Parish of (Sheriff), Louisiana
- 1852. Patterson (LA), City of, Louisiana

- 1853. Pearl River (LA), Town of, Louisiana
- 1854. Pineville (LA), City of, Louisiana
- 1855. Pointe Coupee (LA), Parish of (Policy Jury), Louisiana
- 1856. Pointe Coupee Parish (LA) Health Services District Number 1, Louisiana
- 1857. Rapides (LA), Parish of, Louisiana
- 1858. Rapides (LA), Parish of (Police Jury), Louisiana
- 1859. Red River (LA) Fire Protection District, Louisiana
- 1860. Red River (LA), Parish of, Louisiana
- 1861. Richland (LA), Parish of, Louisiana
- 1862. Richland (LA), Parish of (Sheriff), Louisiana
- 1863. Richwood (LA), Town of, Louisiana
- 1864. Sabine (LA), Parish of (Police Jury), Louisiana
- 1865. Sabine (LA), Parish of (Sheriff), Louisiana
- 1866. Shreveport (LA), City of, Louisiana
- 1867. Slidell (LA), City of, Louisiana
- 1868. St. Bernard (LA), Parish of, Louisiana
- 1869. St. Bernard (LA), Parish of (Coroner Dr. Bryan Bertucci), Louisiana
- 1870. St. Bernard (LA), Parish of (Sheriff), Louisiana
- 1871. St. Bernard Parish School Board (LA), Louisiana
- 1872. St. Charles (LA), Parish of, Louisiana
- 1873. St. Charles (LA), Parish of (Sheriff), Louisiana
- 1874. St. James (LA), Parish of, Louisiana
- 1875. St. James Parish School Board (LA), Louisiana
- 1876. St. John the Baptist (LA), Parish of, Louisiana
- 1877. St. Landry (LA), Parish of, Louisiana
- 1878. St. Landry (LA), Parish of (Sheriff), Louisiana
- 1879. St. Martin (LA), Parish of, Louisiana
- 1880. St. Martinville (LA), City of, Louisiana
- 1881. St. Mary (LA), Parish of, Louisiana
- 1882. St. Mary (LA), Parish of (Sheriff), Louisiana
- 1883. St. Mary (LA), Parish School Board of, Louisiana
- 1884. St. Tammany (LA) Fire Protection District No. 4, Louisiana
- 1885. St. Tammany (LA), Parish of, Louisiana
- 1886. St. Tammany (LA), Parish of (Coroner's Office), Louisiana
- 1887. St. Tammany (LA), Parish of (Sheriff), Louisiana

- 1888. St. Tammany Fire Protection District No. 1 (LA), Louisiana
- 1889. St. Tammany Fire Protection District No. 12 (LA), Louisiana
- 1890. St. Tammany Fire Protection District No. 13 (LA), Louisiana
- 1891. St. Tammany Fire Protection District No. 2 (LA), Louisiana
- 1892. St. Tammany Fire Protection District No. 3 (LA), Louisiana
- 1893. St. Tammany Fire Protection District No. 5 (LA), Louisiana
- 1894. Tensas (LA), Parish of (Sheriff), Louisiana
- 1895. Terrebonne (LA), Parish of, Louisiana
- 1896. Terrebonne (LA), Parish of (Sheriff), Louisiana
- 1897. Union (LA), Parish of, Louisiana
- 1898. Union (LA), Parish of (Sheriff), Louisiana
- 1899. Vermilion (LA), Parish of (Police Jury), Louisiana
- 1900. Vernon (LA), Parish of (Police Jury), Louisiana
- 1901. Vernon (LA), Parish of (Sheriff), Louisiana
- 1902. Washington (LA), Parish of, Louisiana
- 1903. Washington (LA), Parish of (Sheriff), Louisiana
- 1904. Webster (LA), Parish of, Louisiana
- 1905. West Ascension Parish (LA) Hospital Service District dba Prevost Memorial Hospital, Louisiana
- 1906. West Baton Rouge (LA) Fire Protection District No. 1, Louisiana
- 1907. West Baton Rouge (LA), Parish of, Louisiana
- 1908. West Carroll (LA), Parish of, Louisiana
- 1909. West Carroll (LA), Parish of (Police Jury), Louisiana
- 1910. West Monroe (LA), City of, Louisiana
- 1911. Westwego (LA), City of, Louisiana
- 1912. Winn (LA), Parish of (Police Jury), Louisiana
- 1913. Androscoggin (ME), County of, Maine
- 1914. Aroostook (ME), County of, Maine
- 1915. Auburn (ME), City of, Maine
- 1916. Augusta (ME), City of, Maine
- 1917. Bangor (ME), City of, Maine
- 1918. Biddeford (ME), City of, Maine
- 1919. Board of Education of Bangor School Department (ME), Maine
- 1920. Board of Education of Maine Regional School Unit 10 (ME), Maine
- 1921. Board of Education of Maine Regional School Unit 13 (ME), Maine

- 1922. Board of Education of Maine Regional School Unit 25 (ME), Maine
- 1923. Board of Education of Maine Regional School Unit 26 (ME), Maine
- 1924. Board of Education of Maine Regional School Unit 29 (ME), Maine
- 1925. Board of Education of Maine Regional School Unit 34 (ME), Maine
- 1926. Board of Education of Maine Regional School Unit 40 (ME), Maine
- 1927. Board of Education of Maine Regional School Unit 50 (ME), Maine
- 1928. Board of Education of Maine Regional School Unit 57 (ME), Maine
- 1929. Board of Education of Maine Regional School Unit 60 (ME), Maine
- 1930. Board of Education of Maine Regional School Unit 71 (ME), Maine
- 1931. Board of Education of Maine Regional School Unit 9 (ME), Maine
- 1932. Board of Education of Maine School Administrative District 11 (ME), Maine
- 1933. Board of Education of Maine School Administrative District 15 (ME), Maine
- 1934. Board of Education of Maine School Administrative District 28/Five Town Central School District (ME), Maine
- 1935. Board of Education of Maine School Administrative District 35 (ME), Maine
- 1936. Board of Education of Maine School Administrative District 44 (ME), Maine
- 1937. Board of Education of Maine School Administrative District 53 (ME), Maine
- 1938. Board of Education of Maine School Administrative District 55 (ME), Maine
- 1939. Board of Education of Maine School Administrative District 6 (ME), Maine
- 1940. Board of Education of Maine School Administrative District 61 (ME), Maine
- 1941. Board of Education of Maine School Administrative District 72 (ME), Maine
- 1942. Board of Education of Portland School Department (ME), Maine
- 1943. Board of Education of Scarborough School Department (ME), Maine
- 1944. Board of Education of South Portland School Department (ME), Maine
- 1945. Board of Education of St. George Municipal School District (ME), Maine
- 1946. Board of Education of Waterville School Department (ME), Maine
- 1947. Calais (ME), City of, Maine
- 1948. Cumberland (ME), County of, Maine

- 1949. Ellsworth School Department (ME), The Board of Education of, Maine
- 1950. Kennebec (ME), County of, Maine
- 1951. Knox (ME), County of, Maine
- 1952. Lewiston (ME), City of, Maine
- 1953. Lincoln (ME), County of, Maine
- 1954. Penobscot (ME), County of, Maine
- 1955. Portland (ME), City of, Maine
- 1956. Rockland (ME), City of, Maine
- 1957. Saco (ME), City of, Maine
- 1958. Sagadahoc (ME), County of, Maine
- 1959. Sanford (ME), City of, Maine
- 1960. Somerset (ME), County of, Maine
- 1961. Waldo (ME), County of, Maine
- 1962. Washington (ME), County of, Maine
- 1963. Waterville (ME), City of, Maine
- 1964. York (ME), County of, Maine
- 1965. Aberdeen (MD), City of, Maryland
- 1966. Allegany (MD), County of, Maryland
- 1967. Annapolis (MD), City of, Maryland
- 1968. Anne Arundel (MD), County of, Maryland
- 1969. Balitmore (MD), County of, Maryland
- 1970. Baltimore (MD), City of (Mayor and City Council), Maryland
- 1971. Baltimore City Board of School Commissioners (MD), Maryland
- 1972. Bel Air (MD), City of, Maryland
- 1973. Berlin (MD), City of, Maryland
- 1974. Bowie (MD), City of, Maryland
- 1975. Calvert (MD), County of (Commissioners), Maryland
- 1976. Cambridge (MD), City of, Maryland
- 1977. Caroline (MD), County of, Maryland
- 1978. Carroll (MD), County of (Board of Commissioners), Maryland
- 1979. Cecil (MD), County of, Maryland
- 1980. Charles (MD), County of (Commissioners), Maryland
- 1981. Charlestown (MD), City of, Maryland
- 1982. Cottage City (MD), Town of, Maryland
- 1983. Cumberland (MD), City of, Maryland
- 1984. Dorchester (MD), County of, Maryland
- 1985. Forest Heights (MD), Town of, Maryland
- 1986. Frederick (MD), City of, Maryland
- 1987. Frederick (MD), County of, Maryland
- 1988. Frostburg (MD) City of, Maryland
- 1989. Garrett (MD), County of, Maryland
- 1990. Grantsville (MD), City of, Maryland
- 1991. Hagerstown (MD), City of, Maryland
- 1992. Harford (MD) County of, Maryland
- 1993. Havre De Grace (MD), City of, Maryland
- 1994. Howard (MD), County of, Maryland
- 1995. Laurel (MD), City of, Maryland

- 1996. Montgomery (MD), County of, Maryland
- 1997. Mountain Lake Park (MD), City of, Maryland
- 1998. North Brentwood (MD), Town of, Maryland
- 1999. North East (MD), City of, Maryland
- 2000. Oakland (MD), City of, Maryland
- 2001. Perryville (MD), City of, Maryland
- 2002. Prince George's (MD), County of, Maryland
- 2003. Rockville (MD), City of (Mayor and Common Council), Maryland
- 2004. Seat Pleasant (MD), City of, Maryland
- 2005. Somerset (MD), County of, Maryland
- 2006. St. Mary's (MD), County of (Commissioners), Maryland
- 2007. Talbot (MD), County of, Maryland
- 2008. Upper Marlboro (MD), Town of, Maryland
- 2009. Vienna (MD), City of, Maryland
- 2010. Washington County (MD), County of (Board of Commissioners), Maryland
- 2011. Westminster (MD), City of (Mayor and Common Council), Maryland
- 2012. Wicomico (MD), County of, Maryland
- 2013. Acushnet (MA), Town of, Massachusetts
- 2014. Agawam (MA), Town of, Massachusetts
- 2015. Amesbury (MA), City of, Massachusetts
- 2016. Andover (MA), Town of, Massachusetts
- 2017. Aquinnah (MA), Town of, Massachusetts
- 2018. Athol (MA), Town of, Massachusetts
- 2019. Auburn (MA), Town of, Massachusetts
- 2020. Ayer (MA), Town of, Massachusetts
- 2021. Barnstable (MA), Town of, Massachusetts
- 2022. Belchertown (MA), Town of, Massachusetts
- 2023. Beverly (MA), City of, Massachusetts
- 2024. Billerica (MA), Town of, Massachusetts
- 2025. Boston (MA) Housing Authority, Massachusetts
- 2026. Boston (MA) Public Health Commission, Massachusetts
- 2027. Boston (MA), City of, Massachusetts
- 2028. Braintree (MA), Town of, Massachusetts
- 2029. Brewster (MA), Town of, Massachusetts
- 2030. Bridgewater (MA), Town of, Massachusetts
- 2031. Brockton (MA), City of, Massachusetts
- 2032. Brookline (MA), Town of, Massachusetts
- 2033. Cambridge (MA), City of, Massachusetts
- 2034. Canton (MA), Town of, Massachusetts
- 2035. Carver (MA), Town of, Massachusetts
- 2036. Charlton (MA), Town of, Massachusetts
- 2037. Chelmsford (MA), Town of, Massachusetts

- 2038. Chelsea (MA), City of, Massachusetts
- 2039. Chicopee (MA), City of, Massachusetts
- 2040. Clarksburg (MA), Town of, Massachusetts
- 2041. Clinton (MA), Town of, Massachusetts
- 2042. Danvers (MA), Town of, Massachusetts
- 2043. Dedham (MA), Town of, Massachusetts
- 2044. Dennis (MA), Town of, Massachusetts
- 2045. Douglas (MA), Town of, Massachusetts
- 2046. Dudley (MA), Town of, Massachusetts
- 2047. East Bridgewater (MA), Town of, Massachusetts
- 2048. Eastham (MA), Town of, Massachusetts
- 2049. Easthampton (MA), City of, Massachusetts
- 2050. Easton (MA), Town of, Massachusetts
- 2051. Everett (MA), City of, Massachusetts
- 2052. Fairhaven (MA), Town of, Massachusetts
- 2053. Fall River (MA), City of, Massachusetts
- 2054. Falmouth (MA), Town of, Massachusetts
- 2055. Fitchburg (MA), City of, Massachusetts
- 2056. Framingham (MA), City of, Massachusetts
- 2057. Freetown (MA), Town of, Massachusetts
- 2058. Georgetown (MA), Town of, Massachusetts
- 2059. Gloucester (MA), City of, Massachusetts
- 2060. Grafton (MA), Town of, Massachusetts
- 2061. Greenfield (MA), City of, Massachusetts
- 2062. Hanson (MA), Town of, Massachusetts
- 2063. Haverhill (MA), City of, Massachusetts
- 2064. Holliston (MA), Town of, Massachusetts
- 2065. Holyoke (MA), City of, Massachusetts
- 2066. Hopedale (MA), Town of, Massachusetts
- 2067. Hull (MA), Town of, Massachusetts
- 2068. Kingston (MA), Town of, Massachusetts
- 2069. Lakeville (MA), Town of, Massachusetts
- 2070. Leicester (MA), Town of, Massachusetts
- 2071. Leominster (MA), City of, Massachusetts
- 2072. Leverett (MA), Town of, Massachusetts
- 2073. Longmeadow (MA), Town of, Massachusetts
- 2074. Lowell (MA), City of, Massachusetts
- 2075. Ludlow (MA), Town of, Massachusetts
- 2076. Lunenberg (MA), Town of, Massachusetts
- 2077. Lynn (MA), City of, Massachusetts
- 2078. Lynnfield (MA), Town of, Massachusetts
- 2079. Malden (MA), City of, Massachusetts
- 2080. Marblehead (MA), Town of, Massachusetts
- 2081. Marshfield (MA), Town of, Massachusetts
- 2082. Mashpee (MA), Town of, Massachusetts
- 2083. Mattapoisett (MA), Town of, Massachusetts
- 2084. Medford (MA), City of, Massachusetts
- 2085. Melrose (MA), City of, Massachusetts
- 2086. Methuen (MA), City of, Massachusetts

Attachment: Opioid Litigation-Final Distributor Settlement Agreement (Resolution-MOA for Distribution of Opioid Settlement Funds)

- 2087. Middleborough (MA), Town of, Massachusetts
- 2088. Milford (MA), Town of, Massachusetts
- 2089. Millbury (MA), Town of, Massachusetts
- 2090. Millis (MA), Town of, Massachusetts
- 2091. Nantucket (MA), Town of, Massachusetts
- 2092. Natick (MA), Town of, Massachusetts
- 2093. New Bedford (MA), City of, Massachusetts
- 2094. Newburyport (MA), City of, Massachusetts
- 2095. North Adams (MA), City of, Massachusetts
- 2096. North Andover (MA), Town of, Massachusetts
- 2097. North Attleborough (MA), Town of, Massachusetts
- 2098. North Reading (MA), Town of, Massachusetts
- 2099. Northampton (MA), City of, Massachusetts
- 2100. Northbridge (MA), Town of, Massachusetts
- 2101. Norton (MA), Town of, Massachusetts
- 2102. Norwell (MA), Town of, Massachusetts
- 2103. Norwood (MA), Town of, Massachusetts
- 2104. Orange (MA), Town of, Massachusetts
- 2105. Oxford (MA), Town of, Massachusetts
- 2106. Palmer (MA), Town of, Massachusetts
- 2107. Peabody (MA), City of, Massachusetts
- 2108. Pembroke (MA), Town of, Massachusetts
- 2109. Pittsfield (MA), City of, Massachusetts
- 2110. Plainville (MA), Town of, Massachusetts
- 2111. Plymouth (MA), Town of, Massachusetts 2112. Provincetown (MA), Town of,
- Massachusetts
- 2113. Quincy (MA), City of, Massachusetts
- 2114. Randolph (MA), Town of, Massachusetts
- 2115. Rehoboth (MA), Town of, Massachusetts
- 2116. Revere (MA), City of, Massachusetts
- 2117. Rockland (MA), Town of, Massachusetts
- 2118. Salem (MA), City of, Massachusetts
- 2119. Salisbury (MA), Town of, Massachusetts
- 2120. Sandwich (MA), Town of, Massachusetts
- 2121. Scituate (MA), Town of, Massachusetts
- 2122. Seekonk (MA), Town of, Massachusetts
- 2123. Sheffield (MA), Town of, Massachusetts
- 2124. Shirley (MA), Town of, Massachusetts
- 2125. Somerset (MA), Town of, Massachusetts
- 2126. Somerville (MA), City of, Massachusetts
- 2127. South Hadley (MA), Town of, Massachusetts
- 2128. Southbridge (MA), Town of, Massachusetts
- 2129. Spencer (MA), Town of, Massachusetts
- 2130. Springfield (MA), City of, Massachusetts
- 2131. Stoneham (MA), Town of, Massachusetts

- 2132. Stoughton (MA), Town of, Massachusetts
- 2133. Sturbridge (MA), Town of, Massachusetts
- 2134. Sudbury (MA), Town of, Massachusetts
- 2135. Sutton (MA), Town of, Massachusetts
- 2136. Swampscott (MA), Town of, Massachusetts
- 2137. Templeton (MA), Town of, Massachusetts
- 2138. Tewksbury (MA), Town of, Massachusetts
- 2139. Truro (MA), Town of, Massachusetts
- 2140. Tyngsborough (MA), Town of, Massachusetts
- 2141. Upton (MA), Town of, Massachusetts
- 2142. Wakefield (MA), Town of, Massachusetts
- 2143. Walpole (MA), Town of, Massachusetts
- 2144. Ware (MA), Town of, Massachusetts
- 2145. Warren (MA), Town of, Massachusetts
- 2146. Watertown (MA), Town of, Massachusetts
- 2147. Wellfleet (MA), Town of, Massachusetts
- 2148. West Boylston (MA), Town of, Massachusetts
- 2149. West Bridgewater (MA), Town of, Massachusetts
- 2150. West Springfield (MA), Town of, Massachusetts
- 2151. West Tisbury (MA), Town of, Massachusetts
- 2152. Westborough (MA), Town of, Massachusetts
- 2153. Westford (MA), Town of, Massachusetts
- 2154. Weymouth (MA), Town of, Massachusetts
- 2155. Williamsburg (MA), Town of, Massachusetts
- 2156. Wilmington (MA), Town of, Massachusetts
- 2157. Winchendon (MA), Town of, Massachusetts
- 2158. Winthrop (MA), Town of, Massachusetts
- 2159. Woburn (MA), City of, Massachusetts
- 2160. Worcester (MA), City of, Massachusetts
- 2161. Alcona (MI), County of, Michigan
- 2162. Alger (MI), County of, Michigan
- 2163. Alpena (MI), County of, Michigan
- 2164. Antrim (MI), County of, Michigan
- 2165. Arenac (MI), County of, Michigan
- 2166. Baraga (MI), County of, Michigan
- 2167. Bay (MI), County of, Michigan
- 2168. Benzie (MI), County of, Michigan
- 2169. Berrien (MI), County of, Michigan
- 2170. Branch (MI), County of, Michigan
- 2171. Calhoun (MI), County of, Michigan
- 2172. Canton (MI), Charter Township of, Michigan
- 2173. Cass (MI), County of, Michigan
- 2174. Charlevoix (MI), County of, Michigan

Attachment: Opioid Litigation-Final Distributor Settlement Agreement (Resolution-MOA for Distribution of Opioid Settlement Funds)

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- 2175. Cheboygan (MI), County of, Michigan
- 2176. Chippewa (MI), County of, Michigan
- 2177. Clinton (MI), Charter Township of, Michigan
- 2178. Clinton (MI), County of, Michigan
- 2179. Crawford (MI), County of, Michigan
- 2180. Delta (MI), County of, Michigan
- 2181. Detroit (MI), City of, Michigan
- 2182. Detroit Wayne (MI), Mental Health Authority, Michigan
- 2183. Dickinson (MI), County of, Michigan
- 2184. East Lansing (MI), City of, Michigan
- 2185. Eaton (MI), County of, Michigan
- 2186. Escanaba (MI), City of, Michigan
- 2187. Flint (MI), City of, Michigan
- 2188. Genesee (MI), County of, Michigan
- 2189. Grand Rapids (MI), City of, Michigan
- 2190. Grand Traverse (MI), County of, Michigan
- 2191. Gratiot (MI), County of, Michigan
- 2192. Harrison (MI), Charter Township of, Michigan
- 2193. Hillsdale (MI), County of, Michigan
- 2194. Houghton (MI), County of, Michigan
- 2195. Huron (MI), Township of, Michigan
- 2196. Ingham (MI), County of, Michigan
- 2197. Ionia (MI), County of, Michigan
- 2198. Iosco (MI), County of, Michigan
- 2199. Iron (MI), County of, Michigan
- 2200. Iron Mountain (MI), City of, Michigan
- 2201. Isabella (MI), County of, Michigan
- 2202. Jackson (MI), City of, Michigan
- 2203. Kalamazoo (MI), County of, Michigan
- 2204. Kent (MI), County of, Michigan
- 2205. Lake (MI), County of, Michigan
- 2206. Lansing (MI), City of, Michigan
- 2207. Leelanau (MI), County of, Michigan
- 2208. Lenawee (MI), County of, Michigan
- 2209. Livingston (MI), County of, Michigan
- 2210. Livonia (MI), City of, Michigan
- 2211. Luce (MI), County of, Michigan
- 2212. Macomb (MI), County of, Michigan
- 2213. Manistee (MI), County of, Michigan
- 2214. Marquette (MI), County of, Michigan
- 2215. Mason (MI), County of, Michigan
- 2216. Monroe (MI), County of, Michigan
- 2217. Montcalm, (MI) County of, Michigan
- 2218. Montmorency (MI), County of, Michigan
- 2219. Muskegon (MI), County of, Michigan
- 2220. Newaygo (MI), County of, Michigan
- 2221. Northville (MI), Township of, Michigan
- 2222. Oakland (MI), County of, Michigan
- 2223. Oceana (MI), County of, Michigan
- 2224. Ogemaw (MI), County of, Michigan

- 2225. Ontonagon (MI), County of, Michigan
- 2226. Osceola (MI), County of, Michigan
- 2227. Otsego (MI), County of, Michigan
- 2228. Pittsfield (MI), Charter Township of, Michigan
- 2229. Pontiac (MI), City of, Michigan
- 2230. Presque Isle (MI), County of, Michigan
- 2231. Romulus (MI), City of, Michigan
- 2232. Roscommon (MI), County of, Michigan
- 2233. Saginaw (MI), County of, Michigan
- 2234. Sanilac (MI), County of, Michigan
- 2235. Sault Ste. Marie (MI), City of, Michigan
- 2236. Shiawassee (MI), County of, Michigan
- 2237. St. Clair (MI), County of, Michigan
- 2238. Sterling Heights (MI), City of, Michigan
- 2239. Traverse City (MI), City of, Michigan
- 2240. Tuscola (MI), County of, Michigan
- 2241. Van Buren (MI), Township of, Michigan
- 2242. Warren (MI), City of, Michigan
- 2243. Washtenaw (MI), County of, Michigan
- 2244. Wayne (MI), City of, Michigan
- 2245. Wayne (MI), County of, Michigan
- 2246. Westland (MI), City of, Michigan
- 2247. Wexford (MI), County of, Michigan
- 2248. Anoka (MN), County of, Minnesota
- 2249. Beltrami (MN), County of, Minnesota
- 2250. Big Stone (MN), County of, Minnesota
- 2251. Board of Education of Minnetonka School District No. 276 (MN), Minnesota
- 2252. Carlton (MN), County of, Minnesota
- 2253. Carver (MN), County of, Minnesota
- 2254. Coon Rapids (MN), City of, Minnesota
- 2255. Dakota (MN), County of, Minnesota
- 2256. Douglas (MN), County of, Minnesota
- 2257. Duluth (MN), City of, Minnesota
- 2258. Freeborn (MN), County of, Minnesota
- 2259. Hennepin (MN), County of, Minnesota
- 2260. Itasca (MN), County of, Minnesota
- 2261. McLeod (MN), County of, Minnesota
- 2262. Meeker (MN), County of, Minnesota
- 2263. Minneapolis (MN), City of, Minnesota
- 2264. Minnesota Prairie Health Alliance (MN), Minnesota
- 2265. Morrison (MN), County of, Minnesota
- 2266. Mower (MN), County of, Minnesota
- 2267. North St. Paul (MN), City of, Minnesota
- 2268. Olmsted (MN), County of, Minnesota
- 2269. Pine (MN), County of, Minnesota
- 2270. Proctor (MN), City of, Minnesota
- 2271. Ramsey (MN), County of, Minnesota
- 2272. Rochester (MN), City of, Minnesota
- 2273. Roseau (MN), County of, Minnesota 2274. Saint Paul (MN), City of, Minnesota

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- 2275. Sibley (MN), County of, Minnesota
- 2276. St. Louis (MN), County of, Minnesota
- 2277. Steele (MN), County of, Minnesota
- 2278. Waseca (MN), County of, Minnesota
- 2279. Washington (MN), County of, Minnesota
- 2280. Winona (MN), County of, Minnesota
- 2281. Wright (MN), County of, Minnesota
- 2282. Yellow Medicine (MN), County of, Minnesota
- 2283. Adams (MS), County of, Mississippi
- 2284. Amite (MS), County of, Mississippi
- 2285. Amory (MS), City of, Mississippi
- 2286. Arcola (MS), Town of, Mississippi
- 2287. Attala (MS), County of, Mississippi
- 2288. Benton (MS), County of, Mississippi
- 2289. Bolivar (MS), County of, Mississippi
- 2290. Brookhaven (MS), City of, Mississippi
- 2291. Caledonia (MS), Town of, Mississippi
- 2292. Carroll (MS), County of, Mississippi
- 2293. Charleston (MS), City of, Mississippi
- 2294. Chickasaw (MS), County of, Mississippi
- 2295. Claiborne (MS), County of, Mississippi
- 2296. Clarke (MS), County of, Mississippi
- 2297. Clarksdale (MS), City of, Mississippi
- 2298. Cleveland (MS), City of, Mississippi
- 2299. Columbia (MS), City of, Mississippi
- 2300. Columbus (MS), City of, Mississippi
- 2301. Community Hospital (MS), Sharkey-Issaquena, Mississippi
- 2302. Copiah (MS), County of, Mississippi
- 2303. Covington (MS), County of, Mississippi
- 2304. DeSoto (MS), County of, Mississippi
- 2305. Diamondhead (MS), City of, Mississippi
- 2306. Forrest (MS), County of, Mississippi
- 2307. Franklin (MS), County of, Mississippi
- 2308. Gautier (MS), City of, Mississippi
- 2309. George (MS), County of, Mississippi
- 2310. Greene (MS), County of, Mississippi
- 2311. Greenwood (MS), City of, Mississippi
- 2312. Grenada (MS), City of, Mississippi
- 2313. Grenada (MS), County of, Mississippi
- 2314. Gulfport (MS), City of, Mississippi
- 2315. Hancock (MS), County of, Mississippi
- 2316. Harrison (MS), County of, Mississippi
- 2317. Hattiesburg (MS), City of, Mississippi
- 2318. Hinds (MS), County of, Mississippi
- 2319. Holly Springs (MS), City of, Mississippi
- 2320. Holmes (MS), County of, Mississippi
- 2321. Humphreys (MS), County of, Mississippi
- 2322. Indianola (MS), City of, Mississippi
- 2323. Issaquena (MS), County of, Mississippi
- 2324. Itawamba (MS), County of, Mississippi
- 2325. Iuka (MS), City of, Mississippi

- 2326. Jackson (MS), City of, Mississippi
- 2327. Jackson (MS), County of, Mississippi
- 2328. Jefferson (MS), County of, Mississippi
- 2329. Jefferson Davis (MS), County of, Mississippi
- 2330. Jones (MS), County of, Mississippi
- 2331. Jonestown (MS), City of, Mississippi
- 2332. Kemper (MS), County of, Mississippi
- 2333. Kosciusko (MS), City of, Mississippi
- 2334. Lafayette (MS), County of, Mississippi
- 2335. Landycte (MS), County of, Mississippi 2335. Lauderdale (MS), County of, Mississippi
- 2336. Laurel (MS), City of, Mississippi
- 2330. Laurer (MS), City of, Mississippi
- 2337. Lawrence (MS), County of, Mississippi
- 2338. Leakesville (MS), Town of, Mississippi
- 2339. Lee (MS), County of, Mississippi
- 2340. Leflore (MS), County of, Mississippi
- 2341. Lincoln (MS), County of, Mississippi
- 2342. Long Beach (MS), City of, Mississippi
- 2343. Lumberton (MS), City of, Mississippi
- 2344. Madison (MS), County of, Mississippi
- 2345. Marion (MS), County of, Mississippi
- 2346. Marshall (MS), County of, Mississippi
- 2347. McLain (MS), Town of, Mississippi
- 2348. Memorial Hospital at Gulfport (MS), Mississippi
- 2349. Meridian (MS), City of, Mississippi
- 2350. Monroe (MS), County of, Mississippi
- 2351. Morton (MS), City of, Mississippi
- 2352. Moss Point (MS), City of, Mississippi
- 2353. Mound Bayou (MS), City of, Mississippi
- 2354. Neshoba (MS), County of, Mississippi
- 2355. Nettleton (MS), City of, Mississippi
- 2356. New Albany (MS), City of, Mississippi
- 2357. Ocean Springs (MS), City of, Mississippi
- 2358. Panola (MS), County of, Mississippi
- 2359. Pascagoula (MS), City of, Mississippi
- 2360. Pearl River (MS), County of, Mississippi
- 2361. Pearl River County Hospital (MS), Mississippi
- 2362. Perry (MS), County of, Mississippi
- 2363. Philadelphia (MS), City of, Mississippi
- 2364. Prentiss (MS), County of, Mississippi
- 2365. Quitman (MS), City of, Mississippi
- 2366. Regional Medical Center (MS), South Central, Mississippi
- 2367. Scott (MS), County of, Mississippi
- 2368. Shannon (MS), City of, Mississippi
- 2369. Shubuta (MS), Town of, Mississippi
- 2370. Starkville (MS), City of, Mississippi
- 2371. Stone (MS), County of, Mississippi
- 2372. Summit (MS), Town of, Mississippi

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2373. Sunflower (MS), County of, Mississippi

2374. Tallahatchie (MS), County of, Mississippi

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- 2375. Tate (MS), County of, Mississippi 2376. Tippah (MS), County of, Mississippi 2377. Tishomingo (MS), County of, Mississippi 2378. Tunica (MS), County of, Mississippi 2379. Tupelo (MS), City of, Mississippi 2380. Union (MS), County of, Mississippi 2381. Verona (MS), City of, Mississippi 2382. Vicksburg (MS), City of, Mississippi 2383. Walthall (MS), County of, Mississippi 2384. Washington (MS), County of, Mississippi 2385. Wayne (MS), County of, Mississippi 2386. Waynesboro (MS), City of, Mississippi 2387. Webb (MS), City of, Mississippi 2388. Wiggins (MS), City of, Mississippi 2389. Yalobusha (MS), County of, Mississippi 2390. Adair (MO), County of, Missouri 2391. Andrew (MO), County of, Missouri 2392. Atchison (MO), County of, Missouri 2393. Audrain (MO), County of, Missouri 2394. Barry (MO), County of, Missouri 2395. Barton (MO), County of, Missouri 2396. Boone (MO), County of, Missouri 2397. Buchanan (MO), County of, Missouri 2398. Butler (MO), County of, Missouri 2399. Callaway (MO), County of, Missouri 2400. Camden (MO), County of, Missouri 2401. Cape Girardeau (MO), County of, Missouri 2402. Cass (MO), County of, Missouri 2403. Chariton (MO), County of, Missouri 2404. Christian (MO), County of, Missouri 2405. Citizens Memorial Hospital District d/b/a Citizens Memorial Hospital (MO), Missouri 2406. Clinton (MO), County of, Missouri 2407. Cole (MO), County of, Missouri 2408. Crawford (MO), County of, Missouri 2409. Dade (MO), County of, Missouri 2410. DeKalb (MO), County of, Missouri 2411. Dent (MO), County of, Missouri 2412. Douglas (MO), County of, Missouri 2413. Dunklin (MO), County of, Missouri 2414. Franklin (MO), County of, Missouri 2415. Gasconade (MO), County of, Missouri 2416. Greene (MO), County of, Missouri 2417. Grundy (MO), County of, Missouri 2418. Harrisonville (MO), City of, Missouri 2419. Henry (MO), County of, Missouri 2420. Hickory (MO), County of, Missouri 2421. Howell (MO), County of, Missouri 2422. Independence (MO), City of, Missouri 2423. Iron (MO), County of, Missouri 2424. Jackson (MO), County of, Missouri
- 2425. Jasper (MO), County of, Missouri

- 2426. Jefferson (MO), County of, Missouri
- 2427. Johnson (MO), County of, Missouri
- 2428. Joplin (MO), City of, Missouri
- 2429. Kansas City (MO), City of, Missouri
- 2430. Kinloch (MO), Fire Protection District of St. Louis County, Missouri
- 2431. Knox (MO), County of, Missouri
- 2432. Lafayette (MO), County of, Missouri
- 2433. Lawrence (MO), County of, Missouri
- 2434. Lewis (MO), County of, Missouri
- 2435. Lincoln (MO), County of, Missouri
- 2436. Livingston (MO), County of, Missouri
- 2437. Madison (MO), County of, Missouri
- 2438. Maries (MO), County of, Missouri
- 2439. McDonald (MO), County of, Missouri
- 2440. Miller (MO), County of, Missouri
- 2441. Moniteau (MO), County of, Missouri
- 2442. Montgomery (MO), County of, Missouri
- 2443. Morgan (MO), County of, Missouri
- 2444. New Madrid (MO), County of, Missouri
- 2445. Nodaway (MO), County of, Missouri
- 2446. Northeast Ambulance (MO), Fire Protection District of St. Louis County, Missouri
- 2447. Osage (MO), County of, Missouri
- 2448. Ozark (MO), County of, Missouri
- 2449. Pemiscot (MO), County of, Missouri
- 2450. Perry (MO), County of, Missouri
- 2451. Pettis (MO), County of, Missouri
- 2452. Phelps (MO), County of, Missouri
- 2453. Pike (MO), County of, Missouri
- 2454. Polk (MO), County of, Missouri
- 2455. Pulaski (MO), County of, Missouri
- 2456. Ralls (MO), County of, Missouri
- 2457. Randolph (MO), County of, Missouri
- 2458. Ray (MO), County of, Missouri
- 2459. Reynolds (MO), County of, Missouri
- 2460. Ripley (MO), County of, Missouri
- 2461. Schuyler (MO), County of, Missouri
- 2462. Scott (MO), County of, Missouri
- 2463. Sedalia (MO) City of, Missouri
- 2464. Shannon (MO), County of, Missouri
- 2465. Shelby (MO), County of, Missouri
- 2466. Springfield (MO), City of, Missouri
- 2467. St. Charles (MO), County of, Missouri
- 2468. St. Clair (MO), County of, Missouri
- 2400. St. Clair (100), County 01, Missouri
- 2469. St. Francois (MO), County of, Missouri
- 2470. St. Joseph (MO), City of, Missouri
- 2471. St. Louis (MO), City of, Missouri
- 2472. St. Louis (MO), County of, Missouri
- 2473. Ste. Genevieve (MO), County of, Missouri
- 2474. Stone (MO), County of, Missouri
- 2475. Taney (MO), County of, Missouri

- 2476. Texas (MO), County of, Missouri
- 2477. Vernon (MO), County of, Missouri
- 2478. Warren (MO), County of, Missouri
- 2479. Washington (MO), County of, Missouri
- 2480. Webster (MO), County of, Missouri
- 2481. Worth (MO), County of, Missouri
- 2482. Wright (MO), County of, Missouri
- 2483. Anaconda-Deer Lodge (MT), County of, Montana
- 2484. Cascade (MT), County of, Montana
- 2485. Gallatin (MT), County of, Montana
- 2486. Great Falls (MT), City of, Montana
- 2487. Lake (MT), County of, Montana
- 2488. Missoula (MT), City of, Montana
- 2489. Missoula (MT), County of, Montana
- 2490. Douglas (NE), County of, Nebraska
- 2491. Keith (NE), County of, Nebraska
- 2492. Knox (NE), County of, Nebraska
- 2493. Lincoln (NE), County of, Nebraska
- 2494. Sarpy (NE), County of, Nebraska
- 2495. South Sioux City (NE), City of, Nebraska
- 2496. Boulder (NV), City of, Nevada
- 2497. Carson City (NV), Nevada
- 2498. Central Lyon County Fire Protection District (NV), Nevada
- 2499. Churchill (NV), County of, Nevada
- 2500. Clark (NV), County of, Nevada
- 2501. Douglas (NV), County of, Nevada
- 2502. Ely (NV), City of, Nevada
- 2503. Esmeralda (NV), County of, Nevada
- 2504. Fernley (NV), City of, Nevada
- 2505. Henderson (NV), City of, Nevada
- 2506. Humboldt (NV), County of, Nevada
- 2507. Las Vegas (NV), City of, Nevada
- 2508. Lincoln (NV), County of, Nevada
- 2509. Lyon (NV), County of, Nevada
- 2510. Mesquite (NV), City of, Nevada
- 2511. Mineral (NV), County of, Nevada
- 2512. North Las Vegas (NV), City of, Nevada
- 2513. North Lyon County Fire Protection District (NV), Nevada
- 2514. Nye (NV), County of, Nevada
- 2515. Reno (NV), City of, Nevada
- 2516. Sparks (NV), City of, Nevada
- 2517. Washoe (NV), County of, Nevada
- 2518. West Wendover (NV), City of, Nevada
- 2519. White Pine (NV), County of, Nevada
- 2520. Belknap (NH), County of, New Hampshire
- 2521. Belmont (NH), City of, New Hampshire
- 2522. Berlin (NH), City of, New Hampshire
- 2523. Board of Education of Goshen School District (NH), New Hampshire

- 2524. Board of Education of Kearsarge RSU-School Administrative Unit 65 (NH), New Hampshire
- 2525. Board of Education of Lebanon School District (NH), New Hampshire
- 2526. Board of Education of Pittsfield School District (NH), New Hampshire
- 2527. Board of Education of Tamworth School District (NH), New Hampshire
- 2528. Carroll (NH), County of, New Hampshire
- 2529. Cheshire (NH), County of, New Hampshire
- 2530. Claremont (NH), City of, New Hampshire
- 2531. Concord (NH), City of, New Hampshire
- 2532. Coos (NH), County of, New Hampshire
- 2533. Derry (NH), Town of, New Hampshire
- 2534. Dover (NH), City of, New Hampshire
- 2535. Franklin (NH), City of, New Hampshire
- 2536. Grafton (NH), County of, New Hampshire
- 2537. Hillsborough (NH), County of, New Hampshire
- 2538. Keene (NH), City of, New Hampshire
- 2539. Laconia (NH), City of, New Hampshire
- 2540. Londonderry (NH), Town of, New Hampshire
- 2541. Manchester (NH), City of, New Hampshire
- 2542. Merrimack (NH), County of, New Hampshire
- 2543. Nashua (NH), City of, New Hampshire
- 2544. Rochester (NH), City of, New Hampshire
- 2545. Rockingham (NH), County of, New Hampshire
- 2546. Strafford (NH), County of, New Hampshire
- 2547. Sullivan (NH), County of, New Hampshire
- 2548. Atlantic (NJ), County of, New Jersey
- 2549. Barnegat (NJ), Township of, New Jersey
- 2550. Bayonne (NJ), City of, New Jersey
- 2551. Bergen (NJ), County of, New Jersey
- 2552. Bloomfield (NJ), The Township of, New Jersey
- 2553. Brick (NJ), Township of, New Jersey
- 2554. Burlington (NJ), County of, New Jersey
- 2555. Camden (NJ), County of, New Jersey
- 2556. Cape May (NJ), County of, New Jersey
- 2557. Clifton (NJ), City of, New Jersey
- 2558. Clinton (NJ), Town of, New Jersey
- 2559. Cumberland (NJ), County of, New Jersey
- 2560. Elizabeth (NJ), City of, New Jersey
- 2561. Essex (NJ), County of, New Jersey
- 2562. Hudson (NJ), County of, New Jersey
- 2563. Irvington (NJ), Township of, New Jersey
- 2564. Jersey City (NJ), City of, New Jersey
- 2565. Monmouth (NJ), County of, New Jersey
- 2566. Newark (NJ), City of, New Jersey

- 2567. Ocean (NJ), County of, New Jersey
- 2568. Paramus (NJ), Borough of, New Jersey
- 2569. Passaic (NJ), County of, New Jersey
- 2570. Paterson (NJ), City of, New Jersey
- 2571. Ridgefield (NJ) Borough of, New Jersey
- 2572. Saddlebrook (NJ), Township of, New Jersey
- 2573. Sussex (NJ), County of, New Jersey
- 2574. Teaneck (NJ), Township of, New Jersey
- 2575. Trenton (NJ), City of, New Jersey
- 2576. Union (NJ), County of, New Jersey
- 2577. Alamogordo (NM), City of, New Mexico
- 2578. Albuquerque (NM), City of, New Mexico
- 2579. Bernalillo (NM), County of (Commissioners), New Mexico
- 2580. Catron (NM), County of (Board of Commissioners), New Mexico
- 2581. Cibola (NM), County of (Board of Commissioners), New Mexico
- 2582. Colfax (NM), County of (Board of Commissioners), New Mexico
- 2583. Curry (NM), County of (Board of Commissioners), New Mexico
- 2584. Dona Ana (NM), County of (Board of Commissioners), New Mexico
- 2585. Espanola (NM), City of, New Mexico
- 2586. Grant (NM), County of, New Mexico
- 2587. Hidalgo (NM), County of (Board of Commissioners), New Mexico
- 2588. Hobbs (NM), City of, New Mexico
- 2589. Las Cruces (NM), City of, New Mexico
- 2590. Lea (NM), County of (Board of Commissioners), New Mexico
- 2591. Lincoln (NM), County of (Board of Commissioners), New Mexico
- 2592. Luna (NM), County of (Board of Commissioners), New Mexico
- 2593. McKinley (NM), County of (Board of Commissioners), New Mexico
- 2594. Mora (NM), County of, New Mexico
- 2595. Otero (NM), County of (Board of Commissioners), New Mexico
- 2596. Rio Arriba (NM), County of, New Mexico
- 2597. Roosevelt (NM), County of, New Mexico
- 2598. San Juan (NM), County of, New Mexico
- 2599. San Miguel (NM) County of (Board of Commissioners), New Mexico
- 2600. Sandoval (NM), County of, New Mexico
- 2601. Santa Fe (NM), County of (Board of Commissioners), New Mexico
- 2602. Sante Fe (NM), City of, New Mexico
- 2603. Sierra (NM), County of (Board of Commissioners), New Mexico

- 2604. Sorocco (NM), County of (Board of Commissioners), New Mexico
- 2605. Taos (NM), County of (Board of Commissioners), New Mexico
- 2606. Union (NM), County of (Board of Commissioners), New Mexico
- 2607. Valencia (NM), County of (Board of Commissioners), New Mexico
- 2608. Albany (NY), City of, New York
- 2609. Albany (NY), County of, New York
- 2610. Allegany (NY), County of, New York
- 2611. Amherst (NY), Town of, New York
- 2612. Amityville (NY), Village of, New York
- 2613. Amsterdam (NY), City of, New York
- 2614. Auburn (NY), City of, New York
- 2615. Babylon (NY), Town of, New York
- 2616. Babylon (NY), Village of, New York
- 2617. Bellmore (NY), Fire District of, New York
- 2618. Bellport (NY), Village of, New York
- 2619. Board of Education of Rochester City School District (NY), New York
- 2620. Brookhaven (NY), Town of, New York
- 2621. Broome (NY), County of, New York
- 2622. Buffalo (NY), City of, New York
- 2623. Cattaraugus (NY), County of, New York
- 2624. Cayuga (NY), County of, New York
- 2625. Centereach (NY), Fire District, New York
- 2626. Centerport (NY), Fire District of, New York
- 2627. Chautauqua (NY), County of, New York
- 2628. Cheektowaga (NY), Town of, New York
- 2629. Chemung (NY), County of, New York
- 2630. Chenango (NY), County of, New York
- 2631. Clarkstown (NY), Town of, New York
- 2632. Clinton (NY), County of, New York
- 2633. Columbia (NY), County of, New York
- 2634. Cortland (NY) County of, New York
- 2635. Dutchess (NY), County of, New York
- 2636. East Hampton (NY), Village of, New York
- 2637. East Rockaway (NY), Village of, New York
- 2638. Erie (NY), County of, New York
- 2639. Essex (NY), County of, New York
- 2640. Farmingdale (NY), Village of, New York
- 2641. Floral Park (NY), Village of, New York
- 2642. Franklin (NY), County of, New York
- 2643. Fulton (NY), County of, New York
- 2644. Garden City (NY), Village of, New York
- 2645. Genesee (NY), County of, New York
- 2646. Geneva (NY), City of, New York
- 2647. Great Neck (NY), Village of, New York
- 2648. Greene (NY), County of, New York
- 2649. Greenport (NY), Village of, New York

- 2650. Hamilton (NY), County of, New York
- 2651. Hauppauge (NY), Fire District, New York
- 2652. Haverstraw (NY), Town of, New York
- 2653. Hempstead (NY), Town of, New York
- 2654. Hempstead (NY), Village of, New York
- 2655. Herkimer (NY), County of, New York
- 2656. Herkimer (NY), Village of, New York
- 2657. Hicksville (NY), Water District of, New York
- 2658. Huntington (NY), Town of, New York
- 2659. Island Park (NY), Village of, New York
- 2660. Islandia (NY), Village of, New York
- 2661. Islip (NY), Town of, New York
- 2662. Islip Terrace (NY), Fire District of, New York
- 2663. Ithaca (NY), City of, New York
- 2664. Jefferson (NY), County of, New York
- 2665. Kingston (NY), City of, New York
- 2666. Lackawanna (NY), City of, New York
- 2667. Lake Grove (NY), Village of, New York
- 2668. Lancaster (NY), Town of, New York
- 2669. Lawrence (NY), Village of, New York
- 2670. Levittown (NY), Fire District of, New York
- 2671. Lewis (NY), County of, New York
- 2672. Lindenhurst (NY), Village of, New York
- 2673. Livingston (NY), County of, New York
- 2674. Lloyd Harbor (NY), Village of, New York
- 2675. Long Beach (NY), City of, New York
- 2676. Lynbrook (NY), Village of, New York
- 2677. Madison (NY), County of, New York
- 2678. Massapequa Park (NY), Village of, New York
- 2679. Melville (NY), Fire District of, New York
- 2680. Merrick Library (NY), New York
- 2681. Mill Neck (NY), Village of, New York
- 2682. Miller Place (NY), Fire District of, New York
- 2683. Millerton (NY), Village of, New York
- 2684. Monroe (NY), County of, New York
- 2685. Montgomery (NY), County of, New York
- 2686. Mount Sinai (NY), Fire District of, New York
- 2687. Mount Vernon (NY), City of, New York
- 2688. Nassau (NY), County of, New York
- 2689. Nesconset (NY), Fire District of, New York
- 2690. New Hyde Park (NY), Village of, New York
- 2691. New York (NY), City of, New York
- 2692. Niagara (NY), County of, New York
- 2693. Nissequogue (NY), Village of, New York

- 2694. North Hempstead (NY), Town of, New York
- 2695. North Merrick (NY), Fire District of, New York
- 2696. North Patchogue (NY), Fire District of, New York
- 2697. Northport (NY), Village of, New York
- 2698. Ogdensburg (NY), City of, New York
- 2699. Old Westbury (NY), Village of, New York
- 2700. Oneida (NY), County of, New York
- 2701. Onondaga (NY), County of, New York
- 2702. Ontario (NY), County of, New York
- 2703. Orange (NY), County of, New York
- 2704. Orangetown (NY), Town of, New York
- 2705. Orleans (NY) County of, New York
- 2706. Oswego (NY), County of, New York
- 2707. Otsego (NY), County of, New York
- 2708. Oyster Bay (NY), Town of, New York
- 2709. Patchogue (NY), Village of, New York
- 2710. Plainview Old Bethpage Public Library (NY), New York
- 2711. Plattsburgh (NY), City of, New York
- 2712. Poquott (NY), Village of, New York
- 2713. Port Washington (NY), Water District of, New York
- 2714. Port Washington North (NY), Village of, New York
- 2715. Poughkeepsie (NY), City of, New York
- 2716. Poughkeepsie (NY), Town of, New York
- 2717. Putnam (NY), County of, New York
- 2718. Ramapo (NY), Town of, New York
- 2719. Rensselaer (NY), County of, New York
- 2720. Ridge (NY), Fire District of, New York
- 2721. Riverhead (NY), Town of, New York
- 2722. Rochester (NY), City of, New York
- 2723. Rockland (NY), County of, New York
- 2724. Rockville Centre Public Library (NY), New York
- 2725. Rome (NY), City of, New York
- 2726. Rosalyn (NY) Water District, New York
- 2727. Saltaire (NY), Village of, New York
- 2728. Saratoga (NY), County of, New York
- 2729. Saratoga Springs (NY), City of, New York
- 2730. Schenectady (NY), City of, New York
- 2731. Schenectady (NY), County of, New York
- 2732. Schoharie (NY), County of, New York
- 2733. Schuyler (NY), County of, New York
- 2734. Seneca (NY), County of, New York
- 2735. Smithtown (NY), Fire District of, New York
- 2736. Smithtown (NY), Town of, New York
- 2737. South Farmingdale (NY), Fire District of, New York

- 2738. Southampton (NY), Town of, New York
- 2739. Southold (NY), Town of, New York
- 2740. St James (NY), Fire District, New York
- 2741. St. Lawrence (NY), County of, New York
- 2742. Steuben (NY), County of, New York
- 2743. Stewart Manor (NY), Village of, New York
- 2744. Stony Brook (NY), Fire District of, New York
- 2745. Stony Point (NY), Town of, New York
- 2746. Suffern (NY), Village of, New York
- 2747. Suffolk (NY), County of, New York
- 2748. Sullivan (NY), County of, New York
- 2749. Syracuse (NY), City of, New York
- 2750. The Branch (NY), Village of, New York
- 2751. Tioga (NY), County of, New York
- 2752. Tompkins (NY), County of, New York
- 2753. Tonawanda (NY), Town of, New York
- 2754. Troy (NY), City of, New York
- 2755. Ulster (NY), County of, New York
- 2756. Uniondale (NY), Fire District of, New York
- 2757. Utica (NY), City of, New York
- 2758. Valley Stream (NY), Village of, New York
- 2759. Wappinger (NY), Town of, New York
- 2760. Wappingers Falls (NY), Village of, New York
- 2761. Warren (NY), County of, New York
- 2762. Washington (NY), County of, New York
- 2763. West Hampton Dunes (NY), Village of, New York
- 2764. West Haverstraw (NY), Village of, New York
- 2765. West Hempstead (NY) Public Library, New York
- 2766. Westbury (NY), Village of, New York
- 2767. Westchester (NY), County of, New York
- 2768. Wyoming (NY), County of, New York
- 2769. Yates (NY) County of, New York
- 2770. Yonkers (NY), City of, New York
- 2771. Alamance (NC), County of, North Carolina
- 2772. Alexander (NC), County of, North Carolina
- 2773. Alleghany (NC), County of, North Carolina
- 2774. Anson (NC), County of, North Carolina
- 2775. Ashe (NC), County of, North Carolina
- 2776. Beaufort (NC), County of, North Carolina
- 2777. Bertie (NC), County of, North Carolina
- 2778. Bladen (NC), County of, North Carolina
- 2779. Brunswick (NC), County of, North Carolina
- 2780. Buncombe (NC), County of, North Carolina
- 2781. Burke (NC), County of, North Carolina
- 2782. Cabarrus (NC), County of, North Carolina

- 2783. Caldwell (NC), County of, North Carolina
- 2784. Camden (NC), County of, North Carolina
- 2785. Canton (NC), City of, North Carolina
- 2786. Carteret (NC), County of, North Carolina
- 2787. Caswell (NC), County of, North Carolina
- 2788. Catawba (NC), County of, North Carolina
- 2789. Chatham (NC), County of, North Carolina
- 2790. Cherokee (NC), County of, North Carolina
- 2791. Chowan (NC), County of, North Carolina
- 2792. Cleveland (NC), County of, North Carolina
- 2793. Columbus (NC), County of, North Carolina
- 2794. Craven (NC), County of, North Carolina
- 2795. Cumberland (NC), County of, North Carolina
- 2796. Currituck (NC), County of, North Carolina
- 2797. Dare (NC), County of, North Carolina
- 2798. Davidson (NC), County of, North Carolina
- 2799. Davie (NC), County of, North Carolina
- 2800. Duplin (NC), County of, North Carolina
- 2801. Durham (NC), County of, North Carolina
- 2802. Fayetteville (NC), City Of, North Carolina
- 2803. Forsyth (NC), County of, North Carolina
- 2804. Franklin (NC), County of, North Carolina
- 2805. Gaston (NC), County of, North Carolina
- 2806. Granville (NC), County of, North Carolina
- 2807. Greene (NC), County of, North Carolina
- 2808. Greensboro (NC), City of, North Carolina
- 2809. Guilford (NC), County of, North Carolina
- 2810. Halifax (NC), County of, North Carolina
- 2811. Haywood (NC), County of, North Carolina
- 2812. Henderson (NC), City of, North Carolina
- 2813. Hickory (NC), City of, North Carolina
- 2814. Iredell (NC) County of, North Carolina
- 2815. Jacksonville (NC), City of, North Carolina
- 2816. Jones (NC), County of, North Carolina
- 2817. Lee (NC), County of, North Carolina
- 2818. Lenoir (NC), County of, North Carolina
- 2819. Lincoln (NC), County of, North Carolina
- 2820. Madison (NC), County of, North Carolina
- 2821. Martin (NC), County of, North Carolina
- 2822. McDowell (NC), County of, North Carolina
- 2823. Mecklenburg (NC), County of, North Carolina
- 2824. Mitchell (NC), County of, North Carolina
- 2825. Moore (NC), County of, North Carolina
- 2826. New Hanover (NC), County of, North Carolina
- 2827. Onslow (NC), County of, North Carolina
- 2828. Orange (NC), County of, North Carolina
- 2829. Pamlico (NC), County of, North Carolina
- 2830. Pasquotank (NC), County of, North Carolina

- 2831. Person (NC), County of, North Carolina
- 2832. Pitt (NC), County of, North Carolina
- 2833. Polk (NC), County of, North Carolina
- 2834. Randolph (NC), County of, North Carolina
- 2835. Richmond (NC), County of, North Carolina
- 2836. Robeson (NC), County of, North Carolina
- 2837. Rockingham (NC), County of, North Carolina
- 2838. Rowan (NC), County of, North Carolina
- 2839. Rutherford (NC), County of, North Carolina
- 2840. Sampson (NC), County of, North Carolina
- 2841. Scotland (NC), County of, North Carolina
- 2842. Stokes (NC), County of, North Carolina
- 2843. Surry (NC), County of, North Carolina
- 2844. Tyrrell (NC), County of, North Carolina
- 2845. Vance (NC), County of, North Carolina
- 2846. Warren (NC), County of, North Carolina
- 2847. Washington (NC), County of, North Carolina
- 2848. Watauga (NC), County of, North Carolina
- 2849. Wayne (NC), County of, North Carolina
- 2850. Wilkes (NC), County of, North Carolina
- 2851. Wilmington (NC), City of, North Carolina
- 2852. Winston-Salem (NC), City of, North Carolina
- 2853. Yadkin (NC), County of, North Carolina
- 2854. Yancey (NC), County of, North Carolina
- 2855. Barnes (ND), County of, North Dakota
- 2856. Benson (ND), County of, North Dakota
- 2857. Bismarck (ND), City of, North Dakota
- 2858. Burleigh (ND), County of, North Dakota
- 2859. Cass (ND), County of, North Dakota
- 2860. Devils Lake (ND), City of, North Dakota
- 2861. Dickey (ND), County of, North Dakota
- 2862. Dunn (ND), County of, North Dakota
- 2863. Eddy (ND), County of, North Dakota
- 2864. Fargo (ND), City of, North Dakota
- 2865. Foster (ND), County of, North Dakota
- 2866. Grand Forks (ND), City of, North Dakota
- 2867. Grand Forks (ND), County of, North Dakota
- 2868. Lamoure (ND), County of, North Dakota
- 2869. Lisbon (ND), City of, North Dakota
- 2870. McKenzie (ND), County of, North Dakota
- 2871. McLean (ND), County of, North Dakota
- 2872. Mercer (ND), County of, North Dakota
- 2873. Mountrail (ND), County of, North Dakota
- 2874. Pembina (ND), County of, North Dakota
- 2875. Pierce (ND), County of, North Dakota
- 2876. Ramsey (ND), County of, North Dakota
- 2877. Ransom (ND), County of, North Dakota
- 2878. Richland (ND), County of, North Dakota

- 2879. Rolette (ND), County of, North Dakota
- 2880. Sargent (ND), County of, North Dakota
- 2881. Stark (ND), County of, North Dakota
- 2882. Towner (ND), County of, North Dakota
- 2883. Walsh (ND), County of, North Dakota
- 2884. Ward (ND), County of, North Dakota
- 2885. Wells (ND), County of, North Dakota
- 2886. Williams (ND), County of, North Dakota2887. Adams (OH), County of (Board of
- Commissioners), Ohio 2888. Akron (OH), City of, Ohio
- 2000. ANUII (OII), City 01, OIII0 2889 Δ 11en (OH) County of (Poo
- 2889. Allen (OH), County of (Board of Commissioners), Ohio
- 2890. Alliance (OH), City of, Ohio
- 2891. Ashland (OH), City of, Ohio
- 2892. Ashland (OH), County of (Board of Commissioners), Ohio
- 2893. Ashtabula (OH), County of, Ohio
- 2894. Athens (OH), County of (Board of Commissioners), Ohio
- 2895. Auglaize (OH), County of (Board of Commissioners), Ohio
- 2896. Aurora (OH), City of, Ohio
- 2897. Barberton (OH), City of, Ohio
- 2898. Belmont (OH), County of (Board of Commissioners), Ohio
- 2899. Boston (OH), Township of, Ohio
- 2900. Boston Heights (OH), Village of, Ohio
- 2901. Broadview Heights (OH), City of, Ohio
- 2902. Brooklyn Heights (OH), Village of, Ohio 2903. Brown (OH), County of (Board of
- Commissioners), Ohio
- 2904. Brunswick (OH), City of, Ohio
- 2905. Butler (OH), County of (Board of Commissioners), Ohio
- 2906. Canton (OH), City of, Ohio
- 2907. Carroll (OH), County of (Board of Commissioners), Ohio
- 2908. Champaign (OH), County of (Board of Commissioners), Ohio
- 2909. Cincinnati (OH), City of, Ohio
- 2910. Clermont (OH), County of (Board of Commissioners), Ohio
- 2911. Cleveland (OH), City of, Ohio
- 2912. Clinton (OH), County of (Board of Commissioners), Ohio
- 2913. Clinton (OH), Village of, Ohio
- 2914. Columbiana (OH), County of (Board of Commissioners), Ohio
- 2915. Columbus (OH), City of, Ohio
- 2916. Copley (OH), Township of, Ohio
- 2917. Coshocton (OH), County of (Board of Commissioners), Ohio

- 2918. Coventry (OH), Township of, Ohio
- 2919. Crawford (OH), County of (Board of Commissioners), Ohio
- 2920. Cuyahoga Falls (OH), City of, Ohio
- 2921. Darke (OH), County of (Commissioners), Ohio
- 2922. Dayton (OH), City of, Ohio
- 2923. Delaware (OH), County of (Board of Commissioners), Ohio
- 2924. East Cleveland (OH), City of, Ohio
- 2925. Elyria (OH), City of, Ohio
- 2926. Erie (OH), County of (Board of Commissioners), Ohio
- 2927. Euclid (OH), City of, Ohio
- 2928. Fairfield (OH), City of, Ohio
- 2929. Fairfield (OH), County of (Board of Commissioners), Ohio
- 2930. Fairlawn (OH), City of, Ohio
- 2931. Fayette (OH), County of, Ohio
- 2932. Findlay (OH), City of, Ohio
- 2933. Fostoria (OH), City of, Ohio
- 2934. Franklin (OH), County of (Board of Commissioners), Ohio
- 2935. Fulton (OH), County of (Board of Commissioners), Ohio
- 2936. Gallia (OH), County of (Board of Commissioners), Ohio
- 2937. Garfield Heights (OH), City of, Ohio
- 2938. Geauga (OH), County of (Commissioners), Ohio
- 2939. Green (OH), City of, Ohio
- 2940. Guernsey (OH), County of (Board of Commissioners), Ohio
- 2941. Hamilton (OH), City of, Ohio
- 2942. Hamilton (OH), County of (Board of Commissioners), Ohio
- 2943. Hancock (OH), County of (Board of Commissioners), Ohio
- 2944. Harrison (OH), County of (Commissioners), Ohio
- 2945. Hocking (OH), County of (Board of Commissioners), Ohio
- 2946. Huron (OH), City of, Ohio
- 2947. Huron (OH), County of (Board of Commissioners), Ohio
- 2948. Ironton (OH), City of, Ohio
- 2949. Jackson (OH), County of (Board of Commissioners), Ohio
- 2950. Jefferson (OH), County of, Ohio
- 2951. Kent (OH), City of, Ohio
- 2952. Knox (OH), County of (Board of Commissioners), Ohio
- 2953. Lake (OH), County of, Ohio

- 2954. Lakemore (OH), Village of, Ohio
- 2955. Lakewood (OH), City of, Ohio
- 2956. Lawrence (OH), County of (Board of Commissioners), Ohio
- 2957. Lebanon (OH), City of, Ohio
- 2958. Licking (OH), County (Board of Commissioners), Ohio
- 2959. Lima (OH), City of, Ohio
- 2960. Logan (OH), County of (Board of Commissioners), Ohio
- 2961. Lorain (OH), City of, Ohio
- 2962. Lorain (OH), County of, Ohio
- 2963. Lucas (OH), County of (Board of Commissioners), Ohio
- 2964. Lucas County Children Services Board of Trustees (OH), Ohio
- 2965. Lyndhurst (OH), City of, Ohio
- 2966. Macedonia (OH), City of, Ohio
- 2967. Mansfield (OH), City of, Ohio
- 2968. Marietta (OH), City of, Ohio
- 2969. Marion (OH), County of, Ohio
- 2970. Massillon (OH), City of, Ohio
- 2971. Mayfield Heights (OH), City of, Ohio
- 2972. Medina (OH), County of, Ohio
- 2973. Meigs (OH), County of, Ohio
- 2974. Mental Health & Recovery Services Board of Allen, Auglaize, and Hardin Counties (OH), Ohio
- 2975. Mental Health & Recovery Services Board of Lucas County (OH), Ohio
- 2976. Mercer (OH), County of (Board of Commissioners), Ohio
- 2977. Miami (OH), County of (Board of Commissioners), Ohio
- 2978. Middletown (OH), City of, Ohio
- 2979. Mogadore (OH), Village of, Ohio
- 2980. Monroe (OH), County of (Board of Commissioners), Ohio
- 2981. Montgomery (OH), County of (Board of Commissioners), Ohio
- 2982. Morrow (OH), County of (Board of Commisioners), Ohio
- 2983. Munroe Falls (OH), City of, Ohio
- 2984. Muskingum (OH), County of (Board of Commissioners), Ohio
- 2985. New Franklin (OH), City of, Ohio
- 2986. Newburgh Heights (OH), Village of, Ohio
- 2987. Noble (OH), County of (Commissioners), Ohio
- 2988. North Olmsted (OH), City of, Ohio
- 2989. North Ridgeville (OH), City of, Ohio
- 2990. North Royalton (OH), City of, Ohio
- 2991. Norton (OH), City of, Ohio

- 2993. Olmsted Falls (OH), City of, Ohio
- 2994. Ottawa (OH), County of (Board of Commissioners), Ohio
- 2995. Painesville (OH), Township of, Ohio
- 2996. Parma (OH), City of, Ohio
- 2997. Parma Heights (OH), City of, Ohio
- 2998. Peninsula (OH), Village of, Ohio
- 2999. Perry (OH), County of (Board of Commissioners), Ohio
- 3000. Pike (OH), County of (Board), Ohio
- 3001. Portage (OH), County of, Ohio
- 3002. Portsmouth (OH), City of, Ohio
- 3003. Ravenna (OH), City of, Ohio
- 3004. Richfield (OH), Village of, Ohio
- 3005. Richland (OH), County Children's Services of, Ohio
- 3006. Ross (OH), County of, Ohio
- 3007. Sandusky (OH), City of, Ohio
- 3008. Sandusky (OH), County of (Commissioners), Ohio
- 3009. Scioto (OH), County of (Board of Commissioners), Ohio
- 3010. Seneca (OH), County of (Board of Commissioners), Ohio
- 3011. Seven Hills (OH), City of, Ohio
- 3012. Shelby (OH), County of (Board of Commissioners), Ohio
- 3013. Silver Lake (OH), Village of, Ohio
- 3014. Springfield (OH), Township of, Ohio
- 3015. St. Marys (OH), City of, Ohio
- 3016. Stark (OH), County of, Ohio
- 3017. Stow (OH), City of, Ohio
- 3018. Strongsville (OH), City of, Ohio
- 3019. Tallmadge (OH), City of, Ohio
- 3020. Toledo (OH), City of, Ohio
- 3021. Trumbull (OH), County of, Ohio
- 3022. Tuscarawas (OH), County of, Ohio
- 3023. Valley Fire District (OH), Ohio
- 3024. Van Wert (OH), City of, Ohio
- 3025. Van Wert (OH), County of (Board of Commissioners), Ohio
- 3026. Vinton County (OH), County of (Board of Commissioners), Ohio
- 3027. Warren (OH), City of, Ohio
- 3028. Warrensville Heights (OH), City of, Ohio
- 3029. Washington (OH), County of, Ohio
- 3030. Wayne (OH), County of (Board of Commissioners), Ohio
- 3031. Wickliffe (OH), City of, Ohio
- 3032. Williams (OH), County of (Commissioners), Ohio

- 3033. Wyandot (OH), County of (Board of Commissioners), Ohio
- 3034. Youngstown (OH), City of, Ohio
- 3035. Ada, (OK), City of, Oklahoma
- 3036. Altus (OK), City of, Oklahoma
- 3037. Anadarko (OK), City of, Oklahoma
- 3038. Atoka (OK), County of (Board of Commissioners), Oklahoma
- 3039. Beckham (OK), County of (Board of Commissioners), Oklahoma
- 3040. Bethany (OK), City of, Oklahoma
- 3041. Broken Arrow (OK), City of, Oklahoma
- 3042. Caddo (OK), County of (Board of Commissioners), Oklahoma
- 3043. Choctaw (OK), County of (Board of Commissioners), Oklahoma
- 3044. Cimarron (OK), County of (Board of Commissioners), Oklahoma
- 3045. Cleveland (OK), County of (Board of Commissioners), Oklahoma
- 3046. Coal (OK), County of (Board of Commissioners), Oklahoma
- 3047. Comanche (OK), County of (Board of Commissioners), Oklahoma
- 3048. Craig (OK), County of (County Commission), Oklahoma
- 3049. Creek (OK), County of (County Commission), Oklahoma
- 3050. Custer (OK), County of (Board of Commissioners), Oklahoma
- 3051. Delaware (OK), County of (Board of Commissioners), Oklahoma
- 3052. Dewey County (OK), County of (Board of Commissioners), Oklahoma
- 3053. Edmond (OK), City of, Oklahoma
- 3054. El Reno (OK), City of, Oklahoma
- 3055. Elk City (OK), City of, Oklahoma
- 3056. Enid (OK), City of, Oklahoma
- 3057. Garvin (OK), County of (Board of Commissioners), Oklahoma
- 3058. Grady (OK), County of (Board of Commissioners), Oklahoma
- 3059. Greer (OK), County of (Board of Commissioners), Oklahoma
- 3060. Guthrie (OK), City of, Oklahoma
- 3061. Harmon (OK), County of (Board of Commissioners), Oklahoma
- 3062. Harper County (OK), County of (Board of Commissioners), Oklahoma
- 3063. Haskell County (OK), County of (Board of Commissioners), Oklahoma
- 3064. Hughes (OK), County of (Board of Commissioners), Oklahoma

- 3065. Jackson (OK), County of (Board of Commissioners), Oklahoma
- 3066. Jefferson (OK), County of (Board of Commissioners), Oklahoma
- 3067. Jenks (OK), City of, Oklahoma
- 3068. Johnston County (OK), County of (Board of Commissioners), Oklahoma
- 3069. Kay (OK), County of (Commissioners), Oklahoma
- 3070. Kiowa (OK), County of (Board of Commissioners), Oklahoma
- 3071. Latimer (OK), County of (Board of Commissioners), Oklahoma
- 3072. Lawton (OK), City of, Oklahoma
- 3073. Le Flore (OK), County of (Board of Commissioners), Oklahoma
- 3074. Lincoln (OK), County of (Board of Commissioners), Oklahoma
- 3075. Logan County (OK), County of (Board of Commissioners), Oklahoma
- 3076. Love County (OK), County of (Board of Commissioners), Oklahoma
- 3077. Major County (OK), County of (Board of Commissioners), Oklahoma
- 3078. Mayes (OK), County of (County Commission), Oklahoma
- 3079. McClain (OK), County of (Board of Commissioners), Oklahoma
- 3080. McCurtain (OK), County of (Board of Commissioners), Oklahoma
- 3081. Midwest City (OK), City of, Oklahoma
- 3082. Muskogee (OK), City of, Oklahoma
- 3083. Muskogee (OK), County of (Board of Commissioners), Oklahoma
- 3084. Mustang (OK), City of, Oklahoma
- 3085. Noble (OK), County of (Commissioners), Oklahoma
- 3086. Nowata (OK), County of, Oklahoma
- 3087. Okfuskee (OK), County of (Board of Commissioners), Oklahoma
- 3088. Oklahoma (OK), County of (Board of Commissioners), Oklahoma
- 3089. Oklahoma City (OK), City of, Oklahoma
- 3090. Okmulgee (OK), County of (County Commission), Oklahoma
- 3091. Osage County (OK), County of (Board of Commissioners), Oklahoma
- 3092. Ottawa (OK), County of (Board of Commissioners), Oklahoma
- 3093. Owasso (OK), City of, Oklahoma
- 3094. Pawnee (OK), County of (Board of Commissioners), Oklahoma

- 3095. Payne (OK), County of (County Commission), Oklahoma
- 3096. Pittsburg (OK), County of (Board of Commissioners), Oklahoma
- 3097. Ponca City (OK), City of, Oklahoma
- 3098. Pottawatomie (OK), County of (Board of Commissioners), Oklahoma
- 3099. Roger Mills (OK), County of (Board of Commissioners), Oklahoma
- 3100. Rogers (OK), County of (County Commission), Oklahoma
- 3101. Seminole (OK), City of, Oklahoma
- 3102. Seminole (OK), County of (Board of Commissioners), Oklahoma
- 3103. Shawnee (OK), City of, Oklahoma
- 3104. Stephens (OK), County of (Board of Commissioners), Oklahoma
- 3105. Stillwater (OK), City of, Oklahoma
- 3106. Texas (OK), County of (Board of Commissioners), Oklahoma
- 3107. Tillman (OK), County of (Board of Commissioners), Oklahoma
- 3108. Tulsa (OK), City of, Oklahoma
- 3109. Tulsa (OK), County of (Board of Commissioners), Oklahoma
- 3110. Washington (OK), County of (County Commission), Oklahoma
- 3111. Woods County (OK), County of (Board of Commissioners), Oklahoma
- 3112. Woodward (OK), County of (Board of Commissioners), Oklahoma
- 3113. Yukon (OK), City of, Oklahoma
- 3114. Clackamas (OR), County of, Oregon
- 3115. Clatsop (OR), County of, Oregon
- 3116. Columbia (OR), County of, Oregon
- 3117. Coos (OR), County of, Oregon
- 3118. Curry (OR), County of, Oregon
- 3119. Jackson (OR), County of, Oregon
- 3120. Josephine (OR), County of, Oregon
- 3121. Lane (OR), County of, Oregon
- 3122. Multnomah (OR), County of, Oregon
- 3123. Portland (OR), City of, Oregon
- 3124. Washington (OR), County of, Oregon
- 3125. Yamhill (OR), County of, Oregon
- 3126. Adams (PA), County of, Pennsylvania
- 3127. Aliquippa (PA), City of, Pennsylvania
- 3128. Allegheny, (PA), County of, Pennsylvania
- 3129. Allentown (PA), City of, Pennsylvania
- 3130. Armstrong (PA), County of, Pennsylvania
- 3131. Beaver (PA), County of, Pennsylvania
- 3132. Bedford (PA), County of, Pennsylvania
- 3133. Bensalem (PA), Township of, Pennsylvania

- 3134. Berks (PA) County of (District Attorney John Adams), Pennsylvania
- 3135. Bradford (PA), County of, Pennsylvania
- 3136. Bristol (PA), Township, Pennsylvania
- 3137. Bucks (PA), County of, Pennsylvania
- 3138. Cambria (PA), County of, Pennsylvania
- 3139. Carbon (PA), County of, Pennsylvania
- 3140. Chester (PA), County of, Pennsylvania
- 3141. Clarion (PA), County of, Pennsylvania
- 3142. Clearfield (PA), County of, Pennsylvania
- 3143. Clinton (PA), County of, Pennsylvania
- 3144. Coatesville (PA), City of, Pennsylvania
- 3145. Columbia (PA), County of, Pennsylvania
- 3146. Cumberland (PA), County of, Pennsylvania
- 3147. Dauphin (PA) County, of (District Attorney Francis Chardo), Pennsylvania
- 3148. Delaware (PA), County of, Pennsylvania
- 3149. Edwardsville (PA), Borough of, Pennsylvania
- 3150. Erie (PA), County of, Pennsylvania
- 3151. Exeter (PA), Borough of, Pennsylvania
- 3152. Fairview (PA), Township of, Pennsylvania
- 3153. Fayette (PA), County of, Pennsylvania
- 3154. Forty Fort (PA), Borough of, Pennsylvania
- 3155. Franklin (PA), County of, Pennsylvania
- 3156. Greene (PA), County of, Pennsylvania
- 3157. Hanover (PA), Township of, Pennsylvania
- 3158. Hazleton (PA), City of, Pennsylvania
- 3159. Huntingdon (PA), County of, Pennsylvania
- 3160. Indiana (PA), County of, Pennsylvania
- 3161. Kingston (PA), Borough of, Pennsylvania
- 3162. Lackawanna (PA), County of, Pennsylvania
- 3163. Lawrence (PA), County of, Pennsylvania
- 3164. Lehigh (PA), County of, Pennsylvania
- 3165. Lock Haven (PA), City of, Pennsylvania
- 3166. Lower Makefield (PA), Township of, Pennsylvania
- 3167. Lower Southampton (PA), Township of, Pennsylvania
- 3168. Luzerne (PA), County of, Pennsylvania
- 3169. Lycoming (PA), County of, Pennsylvania
- 3170. Mercer (PA), County of, Pennsylvania
- 3171. Middletown (PA), Township of, Pennsylvania
- 3172. Monroe (PA), County of, Pennsylvania
- 3173. Morrisville (PA), Borough of, Pennsylvania
- 3174. Nanticoke (PA), City of, Pennsylvania
- 3175. New Castle (PA), City of, Pennsylvania
- 3176. Newtown (PA), Township of, Pennsylvania
- 3177. Norristown (PA), Municipality of, Pennsylvania

- 3178. Northampton (PA) County of (District Attorney Terence Houck), Pennsylvania
- 3179. Northumberland (PA), County of, Pennsylvania
- 3180. Philadelphia (PA), City of, Pennsylvania
- 3181. Pike (PA), County of, Pennsylvania
- 3182. Pittsburgh (PA), City of, Pennsylvania
- 3183. Plains (PA), Township, Pennsylvania
- 3184. Schuylkill (PA), County of, Pennsylvania
- 3185. Sugar Notch (PA), Borough, Pennsylvania
- 3186. Tioga (PA), County of, Pennsylvania
- 3187. Union (PA), Township of, Pennsylvania
- 3188. Warminster (PA), Township of, Pennsylvania
- 3189. Warrington (PA), Township of, Pennsylvania
- 3190. Washington (PA), County of, Pennsylvania
- 3191. West Norriton (PA), Township of, Pennsylvania
- 3192. West Pittston (PA), Borough of, Pennsylvania
- 3193. Westmoreland (PA), County of, Pennsylvania
- 3194. Wilkes-Barre (PA), City of, Pennsylvania
- 3195. Wilkes-Barre (PA), Township, Pennsylvania
- 3196. Wright (PA), Township of, Pennsylvania
- 3197. Wyoming (PA), Borough of, Pennsylvania
- 3198. Wyoming (PA), County of, Pennsylvania
- 3199. York (PA), County of, Pennsylvania
- 3200. Adjuntas (PR), Municipality of, Puerto Rico
- 3201. Arroyo (PR), Municipality of, Puerto Rico
- 3202. Barceloneta (PR), Municipality of, Puerto Rico
- 3203. Bayamon (PR), Municipality of, Puerto Rico
- 3204. Caguas (PR), Municipality of, Puerto Rico
- 3205. Canovanas Puerto Rico (PR), Municipality of, Puerto Rico
- 3206. Catano (PR), Municipality of, Puerto Rico
- 3207. Cayey (PR), Municipality of, Puerto Rico
- 3208. Ceiba (PR), Municipality of, Puerto Rico
- 3209. Cidra (PR), Municipality of, Puerto Rico
- 3210. Coamo (PR), Municipality of, Puerto Rico
- 3211. Guayanilla (PR), Municipality of, Puerto Rico
- 3212. Isla de Vieques (PR), Municipality of, Puerto Rico
- 3213. Juncos (PR), Municipality of, Puerto Rico
- 3214. Loiza (PR), Municipality of, Puerto Rico
- 3215. Rio Grande (PR), Municipality of, Puerto Rico

- 3216. Sabana Grande (PR), Municipality of, Puerto Rico
- 3217. San Juan (PR), Municipality of, Puerto Rico
- 3218. Vega Alta (PR), Municipality of, Puerto Rico
- 3219. Villalba (PR), Municipality of, Puerto Rico
- 3220. Yabucoa (PR), Municipality of, Puerto Rico
- 3221. Barrington (RI), Town of, Rhode Island
- 3222. Bristol (RI), Town of, Rhode Island
- 3223. Burrillville (RI), Town of, Rhode Island
- 3224. Central Falls (RI), City of, Rhode Island
- 3225. Charlestown (RI), Town of, Rhode Island
- 3226. Coventry (RI), Town of, Rhode Island
- 3227. Cranston (RI), City of, Rhode Island
- 3228. Cumberland (RI), Town of, Rhode Island
- 3229. East Greenwich (RI), Town of, Rhode Island
- 3230. East Providence (RI), City of, Rhode Island
- 3231. Foster (RI), Town of, Rhode Island
- 3232. Glocester (RI), Town of, Rhode Island
- 3233. Hopkinton (RI), Town of, Rhode Island
- 3234. Jamestown (RI), Town of, Rhode Island
- 3235. Johnston (RI), Town of, Rhode Island
- 3236. Middletown (RI), Town of, Rhode Island
- 3237. Narragansett (RI), Town of, Rhode Island
- 3238. Newport (RI), City of, Rhode Island
- 3239. North Kingstown (RI), Town of, Rhode Island
- 3240. North Providence (RI), Town of, Rhode Island
- 3241. Pawtucket (RI), City of, Rhode Island
- 3242. Portsmouth (RI), Town of, Rhode Island
- 3243. Providence (RI), City of, Rhode Island
- 3244. Richmond (RI), Town of, Rhode Island
- 3245. Scituate (RI), Town of, Rhode Island
- 3246. Smithfield (RI), Town of, Rhode Island
- 3247. South Kingstown (RI), Town of, Rhode Island
- 3248. Warren (RI), Town of, Rhode Island
- 3249. Warwick (RI), City of, Rhode Island
- 3250. West Greenwich (RI), Town of, Rhode Island
- 3251. West Warwick (RI), Town of, Rhode Island
- 3252. Westerly (RI), Town of, Rhode Island
- 3253. Woonsocket (RI), City of, Rhode Island
- 3254. Abbeville (SC), County of, South Carolina
- 3255. Aiken (SC), County of, South Carolina
- 3256. Allendale (SC), County of, South Carolina
- 3257. Anderson, (SC), County of, South Carolina
- 3258. Bamberg (SC), County of, South Carolina

- 3259. Barnwell (SC), County of, South Carolina
- 3260. Beaufort (SC), County of, South Carolina
- 3261. Berkeley (SC), County of, South Carolina
- 3262. Calhoun (SC), County of, South Carolina
- 3263. Charleston (SC), City of, South Carolina
- 3264. Charleston (SC), County of, South Carolina 3265. Cherokee (SC), County of, South Carolina
- 3266. Chester (SC), City of, South Carolina
- 2200. Chester (SC), City or, South Carolina
- 3267. Chester (SC), County of, South Carolina 3268. Chesterfield (SC), County of, South
- Carolina
- 3269. Clarendon (SC), County of, South Carolina
- 3270. Colleton (SC), County of, South Carolina
- 3271. Columbia (SC), City of, South Carolina
- 3272. Dillon (SC), County of, South Carolina
- 3273. Dorchester (SC), County of, South Carolina
- 3274. Edgefield (SC), County, South Carolina
- 3275. Fairfield (SC) County of, South Carolina
- 3276. Florence (SC), County of, South Carolina
- 3277. Georgetown (SC), City of, South Carolina
- 3278. Georgetown (SC), County of, South Carolina
- 3279. Greenville (SC), County of, South Carolina
- 3280. Greenwood (SC), County of, South Carolina
- 3281. Hampton (SC), County of, South Carolina
- 3282. Horry (SC), County of, South Carolina
- 3283. Jasper (SC), County of, South Carolina
- 3284. Kershaw (SC) County Hospital Board, South Carolina
- 3285. Kershaw (SC), County of, South Carolina
- 3286. Lancaster (SC), County of, South Carolina
- 3287. Laurens (SC), County of, South Carolina
- 3288. Lee (SC), County of, South Carolina
- 3289. Lexington County (SC), South Carolina
- 3290. Marion (SC), County of, South Carolina
- 3291. Marlboro (SC), County of, South Carolina
- 3292. McCormick (SC), County of, South Carolina
- 3293. Mt. Pleasant (SC), Town of, South Carolina
- 3294. Myrtle Beach (SC), City of, South Carolina
- 3295. Newberry (SC), County of, South Carolina
- 3296. North Charleston (SC), City of, South Carolina
- 3297. Oconee (SC), County of, South Carolina
- 3298. Orangeburg (SC), City of, South Carolina
- 3299. Orangeburg (SC), County of, South Carolina
- 3300. Pickens (SC) County of, South Carolina
- 3301. Richland (SC), County of, South Carolina
- 3302. Saluda (SC), County of, South Carolina

3303.	Spartanburg (SC), County of, South Carolina
2204	
3304.	Summerville (SC), Town of, South Carolina
3305.	Sumter (SC), County of, South Carolina
3306.	Union (SC), County of, South Carolina
3307.	Williamsburg (SC) County of, South
	Carolina
3308.	York (SC), County of, South Carolina
3309.	Pennington (SD), County of, South Dakota
3310.	Alexandria (TN), Town of, Tennessee
3311.	Algood (TN), City of, Tennessee
3312.	Ardmore (TN), City of, Tennessee
3313.	Arlington (TN), Town of, Tennessee
3314.	Auburntown (TN), Town of, Tennessee
3315.	Baxter (TN), Town of, Tennessee
3316.	Bedford (TN), County of, Tennessee
3317.	Bell Buckle (TN), Town of, Tennessee
3318.	Blount (TN), County of, Tennessee
3319.	Byrdstown (TN), Town of, Tennessee
3320.	Campbell (TN), County of, Tennessee
3321.	Cannon (TN), County of, Tennessee
3322.	Celine (TN), City of, Tennessee
3323.	Centertown (TN), Town of, Tennessee
3324.	Centerville (TN), Town of, Tennessee
3325.	Chapel Hill (TN), Town of, Tennessee
3326.	Claiborne (TN), County of, Tennessee
3327.	Clarksville (TN), City of, Tennessee
3328.	Clay (TN), County of, Tennessee
3329.	Clifton (TN), City of, Tennessee
3330.	Collinwood (TN), City of, Tennessee
3331.	Columbia (TN), City of, Tennessee
3332.	Cookeville (TN), City of, Tennessee
3333.	Cornersville (TN), Town of, Tennessee
3334.	Crab Orchard (TN), City of, Tennessee
3335.	Crockett (TN), County of, Tennessee
3336.	Crossville (TN), City of, Tennessee
3337.	Cumberland (TN), County of, Tennessee
3338.	Dandridge (TN), Town of, Tennessee
3339.	Decatur (TN), County of, Tennessee
3340.	Decatur (TN), Town of, Tennessee
3341.	Dekalb (TN), County of, Tennessee
3342.	Dowelltown (TN), Town of, Tennessee
3343.	Doyle (TN), Town of, Tennessee
3344.	Eagleville (TN), City of, Tennessee
3345.	Elkton (TN), City of, Tennessee
3346.	Ethridge (TN), Town of, Tennessee
3347.	Fayetteville (TN), City of, Tennessee
3348.	Fentress (TN), County of, Tennessee
3349.	Gatlinburg (TN) City of, Tennessee
3350.	Germantown (TN), City of, Tennessee
3351.	Giles (TN), County of, Tennessee
3352.	Greene (TN), County of, Tennessee
	create (117), county of, remicisee

3353.	Hamilton (TN), County of, Tennessee
3354.	Hancock (TN), County of, Tennessee
3355.	Hawkins (TN), County of, Tennessee
3356.	Haywood (TN), County of, Tennessee
3357.	Henderson (TN), County of, Tennessee
3358.	Iron City (TN), City of, Tennessee
3359.	Jefferson (TN), County of, Tennessee
3360.	Johnson (TN), County of, Tennessee
3361.	La Vergne (TN), City of, Tennessee
3362.	Lauderdale (TN), County of, Tennessee
3363.	Lawrence (TN), County of, Tennessee
3364.	Lawrenceburg (TN), City of, Tennessee
3365.	Lewisburg (TN), City of, Tennessee
3366.	Lexington (TN), City of, Tennessee
3367.	Liberty (TN), Town of, Tennessee
3368.	Lincoln (TN), County of, Tennessee
3369.	Livingston (TN), Town of, Tennessee
3370.	Loretto (TN), City of, Tennessee
3371.	Lynchburg (TN), City of, Tennessee
3372.	Lynnville (TN), Town of, Tennessee
3373.	Madison (TN), County of, Tennessee
3374.	Marshall (TN), County of, Tennessee
3375.	Maryville (TN), City of, Tennessee
3376.	Maury (TN), County of, Tennessee
3377.	McMinnville (TN), City of, Tennessee
3378.	Memphis (TN), City of, Tennessee
3379.	Millington (TN), City of, Tennessee
3380.	Minor Hill (TN), City of, Tennessee
3381.	Monterey (TN), Town of, Tennessee
3382.	Montgomery (TN), County of, Tennessee
3383.	Moore (TN), County of, Tennessee
3384.	Morgan (TN), County of, Tennessee
3385.	Morrison (TN), Town of, Tennessee

- 3386. Mount Pleasant (TN), City of, Tennessee
- 3387. Murfreesboro (TN), City of, Tennessee 3388. Nashville and Davidson County (TN),
- Government of, Tennessee
- 3389. Normandy (TN), Town of, Tennessee
- 3390. Obion (TN), County of, Tennessee
- 3391. Overton (TN), County of, Tennessee
- 3392. Petersburg (TN), Town of, Tennessee
- 3393. Pickett (TN), County of, Tennessee
- 3394. Pigeon Forge (TN), City of, Tennessee
- 3395. Pleasant Hill (TN), Town of, Tennessee
- 3396. Pulaski (TN), City of, Tennessee
- 3397. Putnam (TN), County of, Tennessee
- 3398. Ripley (TN), City of, Tennessee
- 3399. Rutherford (TN), County of, Tennessee
- 3400. Scott (TN), County, Tennessee
- 3401. Shelby (TN), County of (Board of Commissioners), Tennessee
- 3402. Shelbyville (TN), City of, Tennessee
- 3403. Smith (TN), County of, Tennessee

- 3404. Smithville (TN), City of, Tennessee 3405. Smyrna (TN), Town of, Tennessee 3406. Sparta (TN), City of, Tennessee 3407. Spencer (TN), Town of, Tennessee 3408. Spring Hill (TN), City of, Tennessee 3409. St. Joseph (TN), City of, Tennessee 3410. Sumner (TN), County of, Tennessee 3411. Van Buren (TN), County of, Tennessee 3412. Viola (TN), Town of, Tennessee 3413. Warren (TN), County of, Tennessee 3414. Wartrace (TN), Town of, Tennessee 3415. Washington (TN), County of, Tennessee 3416. Wayne (TN), County of, Tennessee 3417. Waynesboro (TN), City of, Tennessee 3418. White (TN), County of, Tennessee 3419. Williamson (TN), County of, Tennessee 3420. Woodbury (TN), Town of, Tennessee 3421. Angelina (TX), County of, Texas 3422. Bailey (TX), County of, Texas 3423. Bastrop (TX), County of, Texas 3424. Bee (TX), County of, Texas 3425. Bexar (TX), County of, Texas 3426. Bexar County Hospital District d/b/a University Health System (TX), Texas 3427. Blanco (TX), County of, Texas 3428. Bowie (TX), County of, Texas 3429. Brazos (TX), County of, Texas 3430. Brooks (TX), County of, Texas 3431. Burleson (TX), County of, Texas 3432. Burnet (TX), County of, Texas 3433. Caldwell (TX), County of, Texas 3434. Calhoun (TX), County of, Texas 3435. Cameron (TX), County of, Texas 3436. Camp (TX), County of, Texas 3437. Cass (TX), County of, Texas 3438. Castro (TX), County of, Texas 3439. Cherokee (TX), County of, Texas 3440. Childress (TX), County of, Texas 3441. Clay (TX), County of, Texas 3442. Colorado (TX), County of, Texas 3443. Cooke (TX), County of, Texas 3444. Corvell (TX), County of, Texas 3445. Dallas (TX), County of, Texas 3446. Dallas County Hospital District d/b/a
- Parkland Health & Hospital System (TX), Texas
- 3447. Delta (TX), County of, Texas
- 3448. Dimmit (TX), County of, Texas
- 3449. Duval (TX), County of, Texas
- 3450. Eagle Pass (TX), City of, Texas
- 3451. Ector (TX), County of, Texas
- 3452. El Paso (TX), County of, Texas
- 3453. Ellis (TX), County of, Texas

- 3454. Falls (TX), County of, Texas
- 3455. Fannin (TX), County of, Texas
- 3456. Fort Bend (TX), County of, Texas
- 3457. Franklin (TX), County of, Texas
- 3458. Freestone (TX), County of, Texas
- 3459. Galveston (TX), County of, Texas
- 3460. Grayson (TX), County of, Texas
- 3461. Guadalupe (TX), County of, Texas
- 3462. Guadalupe Valley Hospital a/k/a Guadalupe Regional Medical Center (TX), Texas
- 3463. Hardin (TX), County of, Texas
- 3464. Harris (TX), County of, Texas
- 3465. Harris County Hospital District d/b/a Harris Health System (TX), Texas
- 3466. Harrison (TX), County of, Texas
- 3467. Haskell (TX), County of, Texas
- 3468. Hays (TX), County of, Texas
- 3469. Henderson (TX), County of, Texas
- 3470. Hidalgo (TX), County of, Texas
- 3471. Hopkins (TX), County of, Texas
- 3472. Houston (TX), City of, Texas
- 3473. Houston (TX), County of, Texas
- 3474. Irving Independent School District (TX), Texas
- 3475. Jasper (TX), County of, Texas
- 3476. Jefferson (TX), County of, Texas
- 3477. Jim Hogg (TX), County of, Texas
- 3478. Jim Wells (TX), County of, Texas
- 3479. Johnson (TX), County of, Texas
- 3480. Jones (TX), County of, Texas
- 3481. Kaufman (TX), County of, Texas
- 3482. Kendall (TX), County of, Texas
- 3483. Kerr (TX), County of, Texas
- 3484. Kinney (TX), County of, Texas
- 3485. Kleberg (TX), County of, Texas
- 3486. La Salle (TX), County of, Texas
- 3487. Lamar (TX), County of, Texas
- 3488. Laredo (TX), City of, Texas
- 3489. Leon (TX), County of, Texas
- 3490. Leon Valley (TX), City of, Texas
- 3491. Liberty (TX), County of, Texas
- 3492. Limestone (TX), County of, Texas
- 3493. Lubbock (TX), County of, Texas
- 3494. Madison (TX), County of, Texas
- 3495. Marion (TX), County of, Texas
- 3496. Maverick (TX), County of, Texas
- 3497. McLennan (TX), County of, Texas
- 3498. McMullen (TX), County of, Texas
- 3499. Milam (TX), County of, Texas
- 3500. Mitchell (TX), County of, Texas
- 3501. Montgomery (TX), County of, Texas
- 3502. Morris (TX), County of, Texas

- 3503. Nacogdoches (TX), County of, Texas
- 3504. Newton (TX), County of, Texas
- 3505. Nolan (TX), County of, Texas
- 3506. Nueces (TX), County of, Texas3507. Nueces County Hospital District (TX),
- Texas 3508. Ochiltree County Hospital District (TX), Texas
- 3509. Orange (TX), County of, Texas
- 3510. Palo Pinto County Hospital District a/k/a Palo Pinto General Hospital (TX), Texas
- 3511. Panola (TX), County of, Texas
- 3512. Parker (TX), County of, Texas
- 3513. Polk (TX), County of, Texas
- 3514. Potter (TX), County of, Texas
- 3515. Red River (TX), County of, Texas
- 3516. Roberts (TX), County of, Texas
- 3517. Robertson (TX), County of, Texas
- 3518. Rockwall (TX), County of, Texas
- 3519. Rusk (TX), County of, Texas
- 3520. San Antonio (TX), City of, Texas
- 3521. San Patricio (TX), County of, Texas
- 3522. San Saba (TX), County of, Texas
- 3523. Shackelford (TX), County of, Texas
- 3524. Shelby (TX), County of, Texas
- 3525. Smith (TX), County of, Texas
- 3526. Socorro Independent School District (TX), Texas
- 3527. Stephens (TX), County of, Texas
- 3528. Tarrant (TX), County of, Texas
- 3529. Tarrant County Hospital District (TX) d/b/a JPS Health Network, Texas
- 3530. Terrell (TX), County of, Texas
- 3531. Texarkana Independent School District (TX), Texas
- 3532. Throckmorton (TX), County of, Texas
- 3533. Titus (TX), County of, Texas
- 3534. Travis (TX), County of, Texas
- 3535. Trinity (TX), County of, Texas
- 3536. Upshur (TX), County of, Texas
- 3537. Uvalde (TX), County of, Texas
- 3538. Van Zandt (TX), County of, Texas
- 3539. Walker (TX), County of, Texas
- 3540. Waller (TX), County of, Texas
- 3541. Webb (TX), County of, Texas
- 3542. West Wharton County (TX) Hospital District, Texas
- 3543. Wichita (TX), County of, Texas
- 3544. Williamson (TX), County of, Texas
- 3545. Wilson (TX), County of, Texas
- 3546. Wilson County Memorial Hospital District (TX), Texas
- 3547. Wood (TX), County of, Texas

- 3548. Zavala (TX), County of, Texas
- 3549. Beaver (UT), County of, Utah
- 3550. Cache (UT), County of, Utah
- 3551. Carbon (UT), County of, Utah 3552. Daggett (UT), County of, Utah
- 3553. Davis (UT), County of, Utah
- 3554. Duchesne (UT), County of, Utah
- 3555. Emery (UT), County of, Utah
- 3556. Garfield (UT), County of, Utah
- 3557. Grand (UT), County of, Utah
- 3558. Iron (UT), County of, Utah
- 3559. Juab (UT), County of, Utah
- 3560. Kane (UT), County of, Utah
- 3561. Millard (UT), County of, Utah
- 3562. Piute (UT), County of, Utah
- 3563. Rich (UT), County of, Utah
- 3503. Kich (01), County of, Otal
- 3564. Salt Lake (UT), County of, Utah
- 3565. San Juan (UT), County of, Utah
- 3566. Sanpete (UT), County of, Utah
- 3567. Sevier (UT), County of, Utah
- 3568. Summit (UT), County of, Utah
- 3569. The Tricounty Health Department (UT), Utah
- 3570. Tooele (UT), County of, Utah
- 3571. Tri-County Health Department (UT), Utah
- 3572. Uintah (UT), County of, Utah
- 3573. Utah (UT), County of, Utah
- 3574. Wasatch (UT), County of, Utah
- 3575. Washington (UT), County of, Utah
- 3576. Wayne (UT), County of, Utah
- 3577. Weber (UT), County of, Utah
- 3578. Bennington (VT), Town of, Vermont
- 3579. Brattleboro (VT), Town of, Vermont
- 3580. Sharon (VT), Town of, Vermont
- 3581. St. Albans (VT), City of, Vermont
- 3582. Accomack (VA), County of, Virginia
- 3583. Alexandria (VA), City of, Virginia
- 3584. Alleghany (VA), County of, Virginia
- 3585. Amherst (VA), County of, Virginia
- 3586. Arlington (VA), County of (County Board), Virginia
- 3587. Bland (VA), County of, Virginia
- 3588. Botetourt (VA), County of, Virginia
- 3589. Bristol (VA), City of, Virginia
- 3590. Buchanan (VA), County of, Virginia
- 3591. Buena Vista (VA), City of, Virginia
- 3592. Carroll (VA), County of, Virginia
- 3593. Charlotte (VA), County of, Virginia
- 3594. Chesapeake (VA), City of, Virginia
- 3595. Chesapeake Hospital Corporation (VA), Virginia
- 3596. Chesterfield (VA), County of, Virginia
- 3597. Covington (VA), City of, Virginia

- 3598. Culpeper (VA), County of, Virginia
- 3599. Cumberland (VA), County of, Virginia
- 3600. Danville (VA), City of, Virginia
- 3601. Dickenson (VA), County of, Virginia
- 3602. Dinwiddie (VA), County of, Virginia
- 3603. Emporia (VA), City of, Virginia
- 3604. Fairfax (VA), City of, Virginia
- 3605. Fairfax (VA), County of (Board of Supervisors), Virginia
- 3606. Fauquier (VA), County of, Virginia
- 3607. Floyd (VA), County of, Virginia
- 3608. Franklin (VA), County of, Virginia
- 3609. Frederick (VA), County of, Virginia
- 3610. Fredericksburg (VA), City of, Virginia
- 3611. Galax (VA), City of, Virginia
- 3612. Giles (VA), County of, Virginia
- 3613. Goochland (VA), County of, Virginia
- 3614. Grayson (VA), County of, Virginia
- 3615. Greensville (VA), County of, Virginia
- 3616. Halifax (VA), County of, Virginia
- 3617. Henrico (VA), County of, Virginia
- 3618. Henry (VA), County of, Virginia
- 3619. Hopewell (VA), City of, Virginia
- 3620. Isle of Wight (VA), County of, Virginia
- 3621. King and Queen (VA), County of, Virginia
- 3622. Lee (VA), County of, Virginia
- 3623. Lexington (VA), City of, Virginia
- 3624. Loudoun (VA), County of, Virginia
- 3625. Louisa (VA), County of, Virginia
- 3626. Madison (VA), County of, Virginia
- 3627. Martinsville (VA), City of, Virginia
- 3628. Mecklenburg (VA), County of, Virginia
- 3629. Montgomery (VA), County of, Virginia
- 3630. Norfolk (VA), City of, Virginia
- 3631. Northampton (VA), County of, Virginia
- 3632. Northumberland (VA), County of, Virginia
- 3633. Norton (VA), City of, Virginia
- 3634. Page (VA), County of, Virginia
- 3635. Patrick (VA), County of, Virginia
- 3636. Pittsylvania (VA), County of, Virginia
- 3637. Portsmouth (VA), City of, Virginia
- 3638. Prince George (VA), County of, Virginia
- 3639. Prince William (VA), County of (Board of Supervisors), Virginia
- 3640. Pulaski (VA), County of, Virginia
- 3641. Radford (VA), City of, Virginia
- 3642. Richlands (VA), Town of, Virginia
- 3643. Richmond (VA), City of, Virginia
- 3644. Richmond (VA), County of, Virginia
- 3645. Roanoke (VA), City of, Virginia
- 3646. Roanoke (VA), County of, Virginia
- 3647. Rockbridge (VA), County of, Virginia
- 3648. Russell (VA), County of, Virginia

- 3649. Salem (VA), City of, Virginia
- 3650. Scott (VA), County of (Board of Supervisors), Virginia
- 3651. Shenandoah (VA), County of, Virginia
- 3652. Smyth (VA), County of, Virginia
- 3653. Stafford (VA), County of, Virginia
- 3654. Tazewell (VA), County of, Virginia
- 3655. Virginia Beach (VA), City of, Virginia
- 3656. Virginia Beach (VA), City of (Sheriff), Virginia
- 3657. Warren (VA), County of, Virginia
- 3658. Washington (VA), County of, Virginia
- 3659. Waynesboro (VA), City of, Virginia
- 3660. Westmoreland (VA), County of, Virginia
- 3661. Winchester (VA), City of, Virginia
- 3662. Wise (VA), County of (Board of Supervisors), Virginia
- 3663. Wythe (VA), County of, Virginia
- 3664. Anacortes (WA), City of, Washington3665. Bainbridge Island (WA), City of,
- Washington
- 3666. Burlington (WA), City of, Washington
- 3667. Chelan (WA), County of, Washington
- 3668. Clallam (WA), County of, Washington
- 3669. Clark (WA), County of, Washington
- 3670. Everett (WA), City of, Washington
- 3671. Franklin (WA), County of, Washington
- 3672. Island (WA), County of, Washington
- 3673. Jefferson (WA), County of, Washington
- 3674. Kent (WA), City of, Washington
- 3675. King (WA), County of, Washington
- 3676. Kirkland (WA), City of, Washington
- 3677. Kitsap (WA), County of, Washington
- 3678. Kittitas (WA), County of, Washington
- 3679. Lakewood (WA), City of, Washington
- 3680. Lewis (WA), County of, Washington
- 3681. Lincoln (WA), County of, Washington
- 3682. Mount Vernon (WA), City of, Washington
- 3683. Mount Vernon (WA), School District of, Washington
- 3684. Olympia (WA), City of, Washington
- 3685. Pierce (WA), County of, Washington
- 3686. San Juan (WA), County of, Washington
- 3687. Seattle (WA), City of, Washington
- 3688. Sedro-Woolley (WA), City of, Washington
- 3689. Sedro-Woolley School District (WA), Washington
- 3690. Skagit (WA), County of, Washington
- 3691. Snohomish (WA), County of, Washington
- 3692. Spokane (WA), City of, Washington
- 3693. Spokane (WA), County of, Washington
- 3694. Tacoma (WA), City of, Washington

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3695. The La Conner School District (WA), Washington 3696. Thurston (WA), County of, Washington 3697. Vancouver (WA), City of, Washington 3698. Walla Walla (WA), County of, Washington 3699. Whatcom (WA), County of, Washington 3700. Whitman (WA), County of, Washington 3701. Adams (WI), County of, Wisconsin 3702. Ashland (WI), County of, Wisconsin 3703. Barron (WI), County of, Wisconsin 3704. Bayfield (WI), County of, Wisconsin 3705. Brown (WI), County of, Wisconsin 3706. Buffalo (WI), County of, Wisconsin 3707. Burnett (WI), County of, Wisconsin 3708. Calumet (WI), County of, Wisconsin 3709. Chippewa (WI), County of, Wisconsin 3710. Clark (WI), County of, Wisconsin 3711. Columbia (WI), County of, Wisconsin 3712. Crawford (WI), County of, Wisconsin 3713. Cudahy (WI), City of, Wisconsin 3714. Dane (WI), County of, Wisconsin 3715. Dodge (WI), County of, Wisconsin 3716. Door (WI), County of, Wisconsin 3717. Douglas (WI), County of, Wisconsin 3718. Dunn (WI), County of, Wisconsin 3719. Eau Claire (WI), County of, Wisconsin 3720. Florence (WI), County of, Wisconsin 3721. Fond du Lac (WI), County of, Wisconsin 3722. Forest (WI), County of, Wisconsin 3723. Franklin (WI), City of, Wisconsin 3724. Grant (WI), County of, Wisconsin 3725. Green (WI), County of, Wisconsin 3726. Green Lake (WI), County of, Wisconsin 3727. Greenfield (WI), City of, Wisconsin 3728. Iowa (WI), County of, Wisconsin 3729. Iron (WI), County of, Wisconsin 3730. Jackson (WI), County of, Wisconsin 3731. Janesville (WI), City of, Wisconsin 3732. Jefferson (WI), County of, Wisconsin 3733. Juneau (WI), County of, Wisconsin 3734. Kenosha (WI), City of, Wisconsin 3735. Kenosha (WI), County of, Wisconsin 3736. Kewaunee (WI), County of, Wisconsin 3737. La Crosse (WI), County of, Wisconsin 3738. Lafayette (WI), County of, Wisconsin 3739. Langlade (WI), County of, Wisconsin 3740. Lincoln (WI), County of, Wisconsin 3741. Manitowoc (WI), County of, Wisconsin 3742. Marathon (WI), County of, Wisconsin 3743. Marinette (WI), City of, Wisconsin 3744. Marinette (WI), County of, Wisconsin 3745. Marquette (WI), County of, Wisconsin 3746. Menominee (WI), County of, Wisconsin

- 3747. Milwaukee (WI), City of, Wisconsin
 3748. Milwaukee (WI), County of, Wisconsin
 3749. Monroe (WI), County of, Wisconsin
 3750. Mount Pleasant (WI), Village of, Wisconsin
 3751. Oak Creek (WI), City of, Wisconsin
 3752. Oconto (WI), County of, Wisconsin
 3753. Oneida (WI), County of, Wisconsin
 3754. Outagamie (WI), County of, Wisconsin
 3755. Ozaukee (WI), County of, Wisconsin
 3756. Pepin (WI), County of, Wisconsin
 3757. Pierce (WI), County of, Wisconsin
 3758. Pleasant Prairie (WI), Village of, Wisconsin
- 3759. Portage (WI), County of, Wisconsin
- 3760. Price (WI), County of, Wisconsin
- 3761. Racine (WI), County of, Wisconsin
- 3762. Richland (WI), County of, Wisconsin
- 3763. Rock (WI), County of, Wisconsin
- 3764. Rusk (WI), County of, Wisconsin
- 3765. Sauk (WI), County of, Wisconsin
- 3766. Sawyer (WI), County of, Wisconsin
- 3767. Shawano (WI), County of, Wisconsin
- 3768. Sheboygan (WI), County of, Wisconsin
- 3769. South Milwaukee (WI), City of, Wisconsin
- 3770. St. Croix (WI), County of, Wisconsin
- 3771. Sturtevant (WI), Village of, Wisconsin
- 3772. Superior (WI), City of, Wisconsin
- 3773. Taylor (WI), County of, Wisconsin
- 3774. Trempealeau (WI), County of, Wisconsin
- 3775. Union Grove (WI), Village of, Wisconsin
- 3776. Vernon (WI), County of, Wisconsin
- 3777. Vilas (WI), County of, Wisconsin
- 3778. Walworth (WI), County of, Wisconsin
- 3779. Washburn (WI), County of, Wisconsin
- 3780. Washington (WI), County of, Wisconsin
- 3781. Waukesha (WI), County of, Wisconsin
- 3782. Waupaca (WI), County of, Wisconsin
- 3783. Waushara (WI), County of, Wisconsin
- 3784. Wauwatosa (WI), City of, Wisconsin
- 2795 West Allie (WI), City of Wisconsin
- 3785. West Allis (WI), City of, Wisconsin
- 3786. Winnebago (WI), County of, Wisconsin
- 3787. Wood (WI), County of, Wisconsin
- 3788. Yorkville (WI), Village of, Wisconsin
- 3789. Carbon (WY), County of, Wyoming
- 3790. Casper (WY), City of, Wyoming
- 3791. Cheyenne (WY), City of, Wyoming
- 3792. Green River (WY), City of, Wyoming
- 3793. Riverton (WY), City of, Wyoming
- 3794. Rock Springs (WY), City of, Wyoming
- 3795. Sweetwater (WY), County of, Wyoming

EXHIBIT D

Participation	Per Capita	Suspension		Suspension Deadline and
Tier	Amount ¹³	Percentage	<u>Offset Cap</u>	Ending Point
1	\$2,500	66%	66%	Earlier of (1) 6 months after denial of a motion to dismiss, (2) 12 months from filing, or (3) 6 months before final pre-trial conference, and until final judgment affirmed on appeal, including dismissal.
2	\$2,000	33.33%	34%	Earlier of (1) 6 months after denial of a motion to dismiss, (2) 12 months from filing, or (3) 6 months before final pre-trial conference, and until final judgment affirmed on appeal, including dismissal.
3	\$1,500	27.5%	30%	Earlier of (1) 9 months after denial of a motion to dismiss, (2) 12 months from filing, or (3) 6 months before final pre-trial conference, and until final judgment affirmed on appeal, including dismissal.
4	\$1,000	20%	25%	Earlier of (1) 9 months after denial of a motion to dismiss, (2) 12 months from filing, or (3) 6 months before final pre-trial conference, and until final judgment affirmed on appeal, including dismissal.

Later Litigating Subdivision Suspension and Offset Determinations

¹³ Population will be measured at the level of the Later Litigating Subdivision as described in <u>Section XIV.A</u>, <u>Section XIV.B</u>, and <u>Section XIV.C</u>.

EXHIBIT E

List of Opioid Remediation Uses

Schedule A Core Strategies

States and Qualifying Block Grantees shall choose from among the abatement strategies listed in Schedule B. However, priority shall be given to the following core abatement strategies ("*Core Strategies*").¹⁴

A. <u>NALOXONE OR OTHER FDA-APPROVED DRUG TO</u> <u>REVERSE OPIOID OVERDOSES</u>

- 1. Expand training for first responders, schools, community support groups and families; and
- 2. Increase distribution to individuals who are uninsured or whose insurance does not cover the needed service.

B. <u>MEDICATION-ASSISTED TREATMENT ("MAT")</u> <u>DISTRIBUTION AND OTHER OPIOID-RELATED</u> <u>TREATMENT</u>

- 1. Increase distribution of MAT to individuals who are uninsured or whose insurance does not cover the needed service;
- 2. Provide education to school-based and youth-focused programs that discourage or prevent misuse;
- 3. Provide MAT education and awareness training to healthcare providers, EMTs, law enforcement, and other first responders; and
- 4. Provide treatment and recovery support services such as residential and inpatient treatment, intensive outpatient treatment, outpatient therapy or counseling, and recovery housing that allow or integrate medication and with other support services.

¹⁴ As used in this Schedule A, words like "expand," "fund," "provide" or the like shall not indicate a preference for new or existing programs.

C. PREGNANT & POSTPARTUM WOMEN

- 1. Expand Screening, Brief Intervention, and Referral to Treatment ("*SBIRT*") services to non-Medicaid eligible or uninsured pregnant women;
- 2. Expand comprehensive evidence-based treatment and recovery services, including MAT, for women with co-occurring Opioid Use Disorder ("*OUD*") and other Substance Use Disorder ("*SUD*")/Mental Health disorders for uninsured individuals for up to 12 months postpartum; and
- 3. Provide comprehensive wrap-around services to individuals with OUD, including housing, transportation, job placement/training, and childcare.

D. <u>EXPANDING TREATMENT FOR NEONATAL</u> <u>ABSTINENCE SYNDROME ("NAS")</u>

- 1. Expand comprehensive evidence-based and recovery support for NAS babies;
- 2. Expand services for better continuum of care with infantneed dyad; and
- 3. Expand long-term treatment and services for medical monitoring of NAS babies and their families.

E. <u>EXPANSION OF WARM HAND-OFF PROGRAMS AND</u> <u>RECOVERY SERVICES</u>

- 1. Expand services such as navigators and on-call teams to begin MAT in hospital emergency departments;
- 2. Expand warm hand-off services to transition to recovery services;
- 3. Broaden scope of recovery services to include co-occurring SUD or mental health conditions;
- 4. Provide comprehensive wrap-around services to individuals in recovery, including housing, transportation, job placement/training, and childcare; and
- 5. Hire additional social workers or other behavioral health workers to facilitate expansions above.

F. TREATMENT FOR INCARCERATED POPULATION

- 1. Provide evidence-based treatment and recovery support, including MAT for persons with OUD and co-occurring SUD/MH disorders within and transitioning out of the criminal justice system; and
- 2. Increase funding for jails to provide treatment to inmates with OUD.

G. **PREVENTION PROGRAMS**

- 1. Funding for media campaigns to prevent opioid use (similar to the FDA's "Real Cost" campaign to prevent youth from misusing tobacco);
- 2. Funding for evidence-based prevention programs in schools;
- 3. Funding for medical provider education and outreach regarding best prescribing practices for opioids consistent with the 2016 CDC guidelines, including providers at hospitals (academic detailing);
- 4. Funding for community drug disposal programs; and
- 5. Funding and training for first responders to participate in pre-arrest diversion programs, post-overdose response teams, or similar strategies that connect at-risk individuals to behavioral health services and supports.

H. EXPANDING SYRINGE SERVICE PROGRAMS

1. Provide comprehensive syringe services programs with more wrap-around services, including linkage to OUD treatment, access to sterile syringes and linkage to care and treatment of infectious diseases.

I. <u>EVIDENCE-BASED DATA COLLECTION AND</u> <u>RESEARCH ANALYZING THE EFFECTIVENESS OF THE</u> <u>ABATEMENT STRATEGIES WITHIN THE STATE</u>

Schedule B Approved Uses

Support treatment of Opioid Use Disorder (OUD) and any co-occurring Substance Use Disorder or Mental Health (SUD/MH) conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

PART ONE: TREATMENT

A. TREAT OPIOID USE DISORDER (OUD)

Support treatment of Opioid Use Disorder ("*OUD*") and any co-occurring Substance Use Disorder or Mental Health ("*SUD/MH*") conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, those that:¹⁵

- 1. Expand availability of treatment for OUD and any co-occurring SUD/MH conditions, including all forms of Medication-Assisted Treatment ("*MAT*") approved by the U.S. Food and Drug Administration.
- 2. Support and reimburse evidence-based services that adhere to the American Society of Addiction Medicine ("*ASAM*") continuum of care for OUD and any co-occurring SUD/MH conditions.
- 3. Expand telehealth to increase access to treatment for OUD and any co-occurring SUD/MH conditions, including MAT, as well as counseling, psychiatric support, and other treatment and recovery support services.
- 4. Improve oversight of Opioid Treatment Programs ("*OTPs*") to assure evidencebased or evidence-informed practices such as adequate methadone dosing and low threshold approaches to treatment.
- 5. Support mobile intervention, treatment, and recovery services, offered by qualified professionals and service providers, such as peer recovery coaches, for persons with OUD and any co-occurring SUD/MH conditions and for persons who have experienced an opioid overdose.
- 6. Provide treatment of trauma for individuals with OUD (*e.g.*, violence, sexual assault, human trafficking, or adverse childhood experiences) and family members (*e.g.*, surviving family members after an overdose or overdose fatality), and training of health care personnel to identify and address such trauma.
- 7. Support evidence-based withdrawal management services for people with OUD and any co-occurring mental health conditions.

¹⁵ As used in this Schedule B, words like "expand," "fund," "provide" or the like shall not indicate a preference for new or existing programs.

- 8. Provide training on MAT for health care providers, first responders, students, or other supporting professionals, such as peer recovery coaches or recovery outreach specialists, including telementoring to assist community-based providers in rural or underserved areas.
- 9. Support workforce development for addiction professionals who work with persons with OUD and any co-occurring SUD/MH conditions.
- 10. Offer fellowships for addiction medicine specialists for direct patient care, instructors, and clinical research for treatments.
- 11. Offer scholarships and supports for behavioral health practitioners or workers involved in addressing OUD and any co-occurring SUD/MH or mental health conditions, including, but not limited to, training, scholarships, fellowships, loan repayment programs, or other incentives for providers to work in rural or underserved areas.
- 12. Provide funding and training for clinicians to obtain a waiver under the federal Drug Addiction Treatment Act of 2000 ("*DATA 2000*") to prescribe MAT for OUD, and provide technical assistance and professional support to clinicians who have obtained a DATA 2000 waiver.
- 13. Disseminate of web-based training curricula, such as the American Academy of Addiction Psychiatry's Provider Clinical Support Service–Opioids web-based training curriculum and motivational interviewing.
- 14. Develop and disseminate new curricula, such as the American Academy of Addiction Psychiatry's Provider Clinical Support Service for Medication– Assisted Treatment.

B. <u>SUPPORT PEOPLE IN TREATMENT AND RECOVERY</u>

Support people in recovery from OUD and any co-occurring SUD/MH conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the programs or strategies that:

- 1. Provide comprehensive wrap-around services to individuals with OUD and any co-occurring SUD/MH conditions, including housing, transportation, education, job placement, job training, or childcare.
- 2. Provide the full continuum of care of treatment and recovery services for OUD and any co-occurring SUD/MH conditions, including supportive housing, peer support services and counseling, community navigators, case management, and connections to community-based services.
- 3. Provide counseling, peer-support, recovery case management and residential treatment with access to medications for those who need it to persons with OUD and any co-occurring SUD/MH conditions.

- 4. Provide access to housing for people with OUD and any co-occurring SUD/MH conditions, including supportive housing, recovery housing, housing assistance programs, training for housing providers, or recovery housing programs that allow or integrate FDA-approved mediation with other support services.
- 5. Provide community support services, including social and legal services, to assist in deinstitutionalizing persons with OUD and any co-occurring SUD/MH conditions.
- 6. Support or expand peer-recovery centers, which may include support groups, social events, computer access, or other services for persons with OUD and any co-occurring SUD/MH conditions.
- 7. Provide or support transportation to treatment or recovery programs or services for persons with OUD and any co-occurring SUD/MH conditions.
- 8. Provide employment training or educational services for persons in treatment for or recovery from OUD and any co-occurring SUD/MH conditions.
- 9. Identify successful recovery programs such as physician, pilot, and college recovery programs, and provide support and technical assistance to increase the number and capacity of high-quality programs to help those in recovery.
- 10. Engage non-profits, faith-based communities, and community coalitions to support people in treatment and recovery and to support family members in their efforts to support the person with OUD in the family.
- 11. Provide training and development of procedures for government staff to appropriately interact and provide social and other services to individuals with or in recovery from OUD, including reducing stigma.
- 12. Support stigma reduction efforts regarding treatment and support for persons with OUD, including reducing the stigma on effective treatment.
- 13. Create or support culturally appropriate services and programs for persons with OUD and any co-occurring SUD/MH conditions, including new Americans.
- 14. Create and/or support recovery high schools.
- 15. Hire or train behavioral health workers to provide or expand any of the services or supports listed above.

C. <u>CONNECT PEOPLE WHO NEED HELP TO THE HELP THEY NEED</u> (CONNECTIONS TO CARE)

Provide connections to care for people who have—or are at risk of developing—OUD and any co-occurring SUD/MH conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, those that:

- 1. Ensure that health care providers are screening for OUD and other risk factors and know how to appropriately counsel and treat (or refer if necessary) a patient for OUD treatment.
- 2. Fund SBIRT programs to reduce the transition from use to disorders, including SBIRT services to pregnant women who are uninsured or not eligible for Medicaid.
- 3. Provide training and long-term implementation of SBIRT in key systems (health, schools, colleges, criminal justice, and probation), with a focus on youth and young adults when transition from misuse to opioid disorder is common.
- 4. Purchase automated versions of SBIRT and support ongoing costs of the technology.
- 5. Expand services such as navigators and on-call teams to begin MAT in hospital emergency departments.
- 6. Provide training for emergency room personnel treating opioid overdose patients on post-discharge planning, including community referrals for MAT, recovery case management or support services.
- 7. Support hospital programs that transition persons with OUD and any co-occurring SUD/MH conditions, or persons who have experienced an opioid overdose, into clinically appropriate follow-up care through a bridge clinic or similar approach.
- 8. Support crisis stabilization centers that serve as an alternative to hospital emergency departments for persons with OUD and any co-occurring SUD/MH conditions or persons that have experienced an opioid overdose.
- 9. Support the work of Emergency Medical Systems, including peer support specialists, to connect individuals to treatment or other appropriate services following an opioid overdose or other opioid-related adverse event.
- 10. Provide funding for peer support specialists or recovery coaches in emergency departments, detox facilities, recovery centers, recovery housing, or similar settings; offer services, supports, or connections to care to persons with OUD and any co-occurring SUD/MH conditions or to persons who have experienced an opioid overdose.
- 11. Expand warm hand-off services to transition to recovery services.
- 12. Create or support school-based contacts that parents can engage with to seek immediate treatment services for their child; and support prevention, intervention, treatment, and recovery programs focused on young people.
- 13. Develop and support best practices on addressing OUD in the workplace.

- 14. Support assistance programs for health care providers with OUD.
- 15. Engage non-profits and the faith community as a system to support outreach for treatment.
- 16. Support centralized call centers that provide information and connections to appropriate services and supports for persons with OUD and any co-occurring SUD/MH conditions.

D. ADDRESS THE NEEDS OF CRIMINAL JUSTICE-INVOLVED PERSONS

Address the needs of persons with OUD and any co-occurring SUD/MH conditions who are involved in, are at risk of becoming involved in, or are transitioning out of the criminal justice system through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, those that:

- 1. Support pre-arrest or pre-arraignment diversion and deflection strategies for persons with OUD and any co-occurring SUD/MH conditions, including established strategies such as:
 - 1. Self-referral strategies such as the Angel Programs or the Police Assisted Addiction Recovery Initiative ("*PAARI*");
 - 2. Active outreach strategies such as the Drug Abuse Response Team ("DART") model;
 - 3. "Naloxone Plus" strategies, which work to ensure that individuals who have received naloxone to reverse the effects of an overdose are then linked to treatment programs or other appropriate services;
 - 4. Officer prevention strategies, such as the Law Enforcement Assisted Diversion ("*LEAD*") model;
 - 5. Officer intervention strategies such as the Leon County, Florida Adult Civil Citation Network or the Chicago Westside Narcotics Diversion to Treatment Initiative; or
 - 6. Co-responder and/or alternative responder models to address OUD-related 911 calls with greater SUD expertise.
- 2. Support pre-trial services that connect individuals with OUD and any cooccurring SUD/MH conditions to evidence-informed treatment, including MAT, and related services.
- 3. Support treatment and recovery courts that provide evidence-based options for persons with OUD and any co-occurring SUD/MH conditions.

- 4. Provide evidence-informed treatment, including MAT, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions who are incarcerated in jail or prison.
- 5. Provide evidence-informed treatment, including MAT, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions who are leaving jail or prison or have recently left jail or prison, are on probation or parole, are under community corrections supervision, or are in re-entry programs or facilities.
- 6. Support critical time interventions ("*CTI*"), particularly for individuals living with dual-diagnosis OUD/serious mental illness, and services for individuals who face immediate risks and service needs and risks upon release from correctional settings.
- 7. Provide training on best practices for addressing the needs of criminal justiceinvolved persons with OUD and any co-occurring SUD/MH conditions to law enforcement, correctional, or judicial personnel or to providers of treatment, recovery, harm reduction, case management, or other services offered in connection with any of the strategies described in this section.

E. <u>ADDRESS THE NEEDS OF PREGNANT OR PARENTING WOMEN AND</u> <u>THEIR FAMILIES, INCLUDING BABIES WITH NEONATAL ABSTINENCE</u> <u>SYNDROME</u>

Address the needs of pregnant or parenting women with OUD and any co-occurring SUD/MH conditions, and the needs of their families, including babies with neonatal abstinence syndrome ("*NAS*"), through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, those that:

- 1. Support evidence-based or evidence-informed treatment, including MAT, recovery services and supports, and prevention services for pregnant women—or women who could become pregnant—who have OUD and any co-occurring SUD/MH conditions, and other measures to educate and provide support to families affected by Neonatal Abstinence Syndrome.
- 2. Expand comprehensive evidence-based treatment and recovery services, including MAT, for uninsured women with OUD and any co-occurring SUD/MH conditions for up to 12 months postpartum.
- 3. Provide training for obstetricians or other healthcare personnel who work with pregnant women and their families regarding treatment of OUD and any co-occurring SUD/MH conditions.
- 4. Expand comprehensive evidence-based treatment and recovery support for NAS babies; expand services for better continuum of care with infant-need dyad; and expand long-term treatment and services for medical monitoring of NAS babies and their families.

- 5. Provide training to health care providers who work with pregnant or parenting women on best practices for compliance with federal requirements that children born with NAS get referred to appropriate services and receive a plan of safe care.
- 6. Provide child and family supports for parenting women with OUD and any cooccurring SUD/MH conditions.
- 7. Provide enhanced family support and child care services for parents with OUD and any co-occurring SUD/MH conditions.
- 8. Provide enhanced support for children and family members suffering trauma as a result of addiction in the family; and offer trauma-informed behavioral health treatment for adverse childhood events.
- 9. Offer home-based wrap-around services to persons with OUD and any cooccurring SUD/MH conditions, including, but not limited to, parent skills training.
- 10. Provide support for Children's Services—Fund additional positions and services, including supportive housing and other residential services, relating to children being removed from the home and/or placed in foster care due to custodial opioid use.

PART TWO: PREVENTION

F. <u>PREVENT OVER-PRESCRIBING AND ENSURE APPROPRIATE</u> <u>PRESCRIBING AND DISPENSING OF OPIOIDS</u>

Support efforts to prevent over-prescribing and ensure appropriate prescribing and dispensing of opioids through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

- 1. Funding medical provider education and outreach regarding best prescribing practices for opioids consistent with the Guidelines for Prescribing Opioids for Chronic Pain from the U.S. Centers for Disease Control and Prevention, including providers at hospitals (academic detailing).
- 2. Training for health care providers regarding safe and responsible opioid prescribing, dosing, and tapering patients off opioids.
- 3. Continuing Medical Education (CME) on appropriate prescribing of opioids.
- 4. Providing Support for non-opioid pain treatment alternatives, including training providers to offer or refer to multi-modal, evidence-informed treatment of pain.
- 5. Supporting enhancements or improvements to Prescription Drug Monitoring Programs ("*PDMPs*"), including, but not limited to, improvements that:

- 1. Increase the number of prescribers using PDMPs;
- 2. Improve point-of-care decision-making by increasing the quantity, quality, or format of data available to prescribers using PDMPs, by improving the interface that prescribers use to access PDMP data, or both; or
- 3. Enable states to use PDMP data in support of surveillance or intervention strategies, including MAT referrals and follow-up for individuals identified within PDMP data as likely to experience OUD in a manner that complies with all relevant privacy and security laws and rules.
- 6. Ensuring PDMPs incorporate available overdose/naloxone deployment data, including the United States Department of Transportation's Emergency Medical Technician overdose database in a manner that complies with all relevant privacy and security laws and rules.
- 7. Increasing electronic prescribing to prevent diversion or forgery.
- 8. Educating dispensers on appropriate opioid dispensing.

G. <u>PREVENT MISUSE OF OPIOIDS</u>

Support efforts to discourage or prevent misuse of opioids through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

- 1. Funding media campaigns to prevent opioid misuse.
- 2. Corrective advertising or affirmative public education campaigns based on evidence.
- 3. Public education relating to drug disposal.
- 4. Drug take-back disposal or destruction programs.
- 5. Funding community anti-drug coalitions that engage in drug prevention efforts.
- 6. Supporting community coalitions in implementing evidence-informed prevention, such as reduced social access and physical access, stigma reduction—including staffing, educational campaigns, support for people in treatment or recovery, or training of coalitions in evidence-informed implementation, including the Strategic Prevention Framework developed by the U.S. Substance Abuse and Mental Health Services Administration ("SAMHSA").
- 7. Engaging non-profits and faith-based communities as systems to support prevention.

- 8. Funding evidence-based prevention programs in schools or evidence-informed school and community education programs and campaigns for students, families, school employees, school athletic programs, parent-teacher and student associations, and others.
- 9. School-based or youth-focused programs or strategies that have demonstrated effectiveness in preventing drug misuse and seem likely to be effective in preventing the uptake and use of opioids.
- 10. Create or support community-based education or intervention services for families, youth, and adolescents at risk for OUD and any co-occurring SUD/MH conditions.
- 11. Support evidence-informed programs or curricula to address mental health needs of young people who may be at risk of misusing opioids or other drugs, including emotional modulation and resilience skills.
- 12. Support greater access to mental health services and supports for young people, including services and supports provided by school nurses, behavioral health workers or other school staff, to address mental health needs in young people that (when not properly addressed) increase the risk of opioid or another drug misuse.

H. PREVENT OVERDOSE DEATHS AND OTHER HARMS (HARM REDUCTION)

Support efforts to prevent or reduce overdose deaths or other opioid-related harms through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

- 1. Increased availability and distribution of naloxone and other drugs that treat overdoses for first responders, overdose patients, individuals with OUD and their friends and family members, schools, community navigators and outreach workers, persons being released from jail or prison, or other members of the general public.
- 2. Public health entities providing free naloxone to anyone in the community.
- 3. Training and education regarding naloxone and other drugs that treat overdoses for first responders, overdose patients, patients taking opioids, families, schools, community support groups, and other members of the general public.
- 4. Enabling school nurses and other school staff to respond to opioid overdoses, and provide them with naloxone, training, and support.
- 5. Expanding, improving, or developing data tracking software and applications for overdoses/naloxone revivals.
- 6. Public education relating to emergency responses to overdoses.

- 8. Educating first responders regarding the existence and operation of immunity and Good Samaritan laws.
- 9. Syringe service programs and other evidence-informed programs to reduce harms associated with intravenous drug use, including supplies, staffing, space, peer support services, referrals to treatment, fentanyl checking, connections to care, and the full range of harm reduction and treatment services provided by these programs.
- 10. Expanding access to testing and treatment for infectious diseases such as HIV and Hepatitis C resulting from intravenous opioid use.
- 11. Supporting mobile units that offer or provide referrals to harm reduction services, treatment, recovery supports, health care, or other appropriate services to persons that use opioids or persons with OUD and any co-occurring SUD/MH conditions.
- 12. Providing training in harm reduction strategies to health care providers, students, peer recovery coaches, recovery outreach specialists, or other professionals that provide care to persons who use opioids or persons with OUD and any co-occurring SUD/MH conditions.
- 13. Supporting screening for fentanyl in routine clinical toxicology testing.

PART THREE: OTHER STRATEGIES

I. <u>FIRST RESPONDERS</u>

In addition to items in section C, D and H relating to first responders, support the following:

- 1. Education of law enforcement or other first responders regarding appropriate practices and precautions when dealing with fentanyl or other drugs.
- 2. Provision of wellness and support services for first responders and others who experience secondary trauma associated with opioid-related emergency events.

J. LEADERSHIP, PLANNING AND COORDINATION

Support efforts to provide leadership, planning, coordination, facilitations, training and technical assistance to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, the following:

1. Statewide, regional, local or community regional planning to identify root causes of addiction and overdose, goals for reducing harms related to the opioid epidemic, and areas and populations with the greatest needs for treatment

intervention services, and to support training and technical assistance and other strategies to abate the opioid epidemic described in this opioid abatement strategy list.

- 2. A dashboard to (a) share reports, recommendations, or plans to spend opioid settlement funds; (b) to show how opioid settlement funds have been spent; (c) to report program or strategy outcomes; or (d) to track, share or visualize key opioid-or health-related indicators and supports as identified through collaborative statewide, regional, local or community processes.
- 3. Invest in infrastructure or staffing at government or not-for-profit agencies to support collaborative, cross-system coordination with the purpose of preventing overprescribing, opioid misuse, or opioid overdoses, treating those with OUD and any co-occurring SUD/MH conditions, supporting them in treatment or recovery, connecting them to care, or implementing other strategies to abate the opioid epidemic described in this opioid abatement strategy list.
- 4. Provide resources to staff government oversight and management of opioid abatement programs.

K. <u>TRAINING</u>

In addition to the training referred to throughout this document, support training to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, those that:

- 1. Provide funding for staff training or networking programs and services to improve the capability of government, community, and not-for-profit entities to abate the opioid crisis.
- 2. Support infrastructure and staffing for collaborative cross-system coordination to prevent opioid misuse, prevent overdoses, and treat those with OUD and any co-occurring SUD/MH conditions, or implement other strategies to abate the opioid epidemic described in this opioid abatement strategy list (*e.g.*, health care, primary care, pharmacies, PDMPs, etc.).

L. <u>RESEARCH</u>

Support opioid abatement research that may include, but is not limited to, the following:

- 1. Monitoring, surveillance, data collection and evaluation of programs and strategies described in this opioid abatement strategy list.
- 2. Research non-opioid treatment of chronic pain.
- 3. Research on improved service delivery for modalities such as SBIRT that demonstrate promising but mixed results in populations vulnerable to opioid use disorders.

- 4. Research on novel harm reduction and prevention efforts such as the provision of fentanyl test strips.
- 5. Research on innovative supply-side enforcement efforts such as improved detection of mail-based delivery of synthetic opioids.
- 6. Expanded research on swift/certain/fair models to reduce and deter opioid misuse within criminal justice populations that build upon promising approaches used to address other substances (*e.g.*, Hawaii HOPE and Dakota 24/7).
- 7. Epidemiological surveillance of OUD-related behaviors in critical populations, including individuals entering the criminal justice system, including, but not limited to approaches modeled on the Arrestee Drug Abuse Monitoring ("*ADAM*") system.
- 8. Qualitative and quantitative research regarding public health risks and harm reduction opportunities within illicit drug markets, including surveys of market participants who sell or distribute illicit opioids.
- 9. Geospatial analysis of access barriers to MAT and their association with treatment engagement and treatment outcomes.

EXHIBIT F

List of States and Overall Allocation Percentages

Alabama	1.6419290312%		
Alaska	0.2584550539%		
American Samoa	0.0174042885%		
Arizona	2.3755949882%		
Arkansas	0.9663486633%		
California	9.9213830698%		
Colorado	1.6616291219%		
Connecticut	1.3343523420%		
Delaware	0.4900019063%		
District of Columbia	0.2048876457%		
Florida	7.0259134409%		
Georgia	2.7882080114%		
Guam	0.0509264160%		
Hawaii	0.3418358185%		
Idaho	0.5254331620%		
Illinois	3.3263363702%		
Indiana	2.2168933059%		
Iowa	0.7579283477%		
Kansas	0.8042000625%		
Kentucky	2.0929730531%		
Louisiana	1.5154431983%		
Maine	0.5613880586%		
Maryland	2.1106090494%		
Massachusetts	2.3035761083%		
Michigan	3.4020234989%		
Minnesota	1.2972597706%		
Mississippi	0.8898883053%		
Missouri	2.0056475170%		
Montana	0.3421667920%		
N. Mariana Islands	0.0185877315%		
Nebraska	0.4291907949%		
Nevada	1.2486754235%		
New Hampshire	0.6258752503%		
New Jersey	2.7551354545%		
New Mexico	0.8557238713%		
New York	5.3903813405%		

North Carolina	3.2502525994%
North Dakota	0.1858703224%
Ohio	4.3567051408%
Oklahoma	1.5831626090%
Oregon	1.4236951885%
Pennsylvania	4.5882419559%
Puerto Rico	0.7263201134%
Rhode Island	0.4895626814%
South Carolina	1.5834654145%
South Dakota	0.2169945907%
Tennessee	2.6881474977%
Texas	6.2932157196%
Utah	1.1889437113%
Vermont	0.2844241374%
Virgin Islands	0.0340410553%
Virginia	2.2801150757%
Washington	2.3189040182%
Wisconsin	1.7582560561%
Wyoming	0.1954758491%

EXHIBIT G

<u>Subdivisions Eligible to Receive Direct Allocations from the Subdivision Fund and Default</u> <u>Subdivision Fund Allocation Percentages</u>

The Subdivisions set forth on this <u>Exhibit G</u> are eligible to receive direct allocations from the Subdivision Fund, if such Subdivisions are otherwise eligible to receive such funds under this Agreement. By default, the Subdivisions set forth on this <u>Exhibit G</u> shall include: (1) all Litigating Subdivisions that are General Purpose Governments; (2) all counties and parishes in States with functional counties or parishes; (3) all Subdivisions that are the highest level of General Purpose Government in States without functional counties or parishes; and (4) all other Subdivisions that are General Purpose Governments with a population of 10,000 or greater. A State may elect to add any additional Subdivisions to this <u>Exhibit G</u> at any time prior to the Initial Participation Date.

Immediately upon the effectiveness of any State-Subdivision Agreement, Allocation Statute, Statutory Trust, or voluntary redistribution allowed by <u>Section V.D.3</u> (or upon the effectiveness of an amendment to any State-Subdivision Agreement, Allocation Statute, Statutory Trust, or voluntary redistribution allowed by <u>Section V.D.3</u>) that addresses allocation from the Subdivision Fund, whether before or after the Initial Participation Date, this <u>Exhibit G</u> will automatically be amended to reflect the allocation from the Subdivision Fund pursuant to the State-Subdivision Agreement, Allocation Statute, Statutory Trust, or voluntary redistribution allowed by <u>Section V.D.3</u>.

For the avoidance of doubt, inclusion on this <u>Exhibit G</u> shall not create any claim for any amount of the Settlement Fund, and no such amounts shall be allocated or distributed to any Subdivision included herein if such Subdivision does not otherwise meet all requirements to receive any such funds pursuant to this Agreement.

The Parties recognize the benefits of remediation funds reaching all communities, including through direct payments from the Subdivision Fund. However, to promote efficiency in the use of such funds and avoid administratively-burdensome disbursements that would be too small to add a meaningful abatement response, certain Subdivisions do not receive a direct allocation from the Subdivision Fund. However, such Subdivisions will benefit from Opioid Remediation in their community, and are eligible to receive direct benefits from the Abatement Accounts Fund in their State. All settlement funds, whether allocated to a Settling State, an Abatement Accounts Fund or a Subdivision listed on this <u>Exhibit G</u> can be used for Opioid Remediation in communities not listed herein.

As provided by <u>Section V.D.4.c</u>, the Allocation Percentages shown below apply to distribution of each Settling State's Subdivision Fund in the absence of a State-Subdivision Agreement, Allocation Statute, or Statutory Trust. The allocation that would have otherwise gone to General Purpose Government Subdivisions not listed below as receiving a direct allocation shall be (1) directed to the county or parish in which such Subdivision is located in Settling States with functional counties or parishes if the relevant county or parish is a Participating Subdivision or (2) to the highest-level General Purpose Government in which such Subdivision is located in Settling States without functional counties or parishes if the relevant highest-level General Purpose Government is a Participating Subdivision. Where the relevant county, parish or highest-level General Purpose Government is not a Participating Subdivision, allocations of General Purpose Subdivisions not listed below as eligible to become Participating Subdivisions shall be allocated pursuant to <u>Section VII.I</u>. The redirecting of funds described in this paragraph is intended to promote the efficient use of Opioid Remediation funds while keeping, where possible, local control of the distribution of those funds.

This Exhibit G will be updated with Subdivisions receiving a Subdivision Allocation Percentage pursuant to <u>Section I.YYY</u>.

12.c

EXHIBIT H

Participation Tier Determination¹

Participation Tier ²	Number of Settling States as of the Reference Date (or as of the Payment Date, beginning in Payment Year 3) ³	Percentage of Litigating Subdivisions in Settling States that are Participating Subdivisions and/or Subdivisions Subject to a Bar, Case-Specific Resolution, or Settlement Class Resolution in effect as of the Reference Date (or as of the Payment Date, beginning in Payment Year 3) ⁴⁵ ("Percentage of Litigating Subdivisions")	Percentage of Primary Subdivisions that are Non-Litigatin Subdivisions in Settling States that are Participating Subdivisions and/or Subdivisions Subject to a Bar, Case-Specific Resolution, or Settlement Class Resolution in effect as of the Reference Date (or as of the Payment Date, beginning in Payment Year 3) ("Percentage of Non- Litigating Subdivisions")
1	44 out of 49	95%	90% (Primary Subdivisions only)
2	45 out of 49	96%	96% (Primary Subdivisions only)
3	46 out of 49	97%	97% (Primary Subdivisions only)
4	48 out of 49	98%	97% (Primary Subdivisions only)

For the avoidance of doubt, the determinations that a sufficient number of states have agreed to be Settling States and there has been sufficient resolution of the Claims of the Litigating Subdivisions in the Settling States as described in the preamble, <u>Section II.A</u> and <u>Section VIII.A</u> remain in the sole discretion of the Settling Distributors.

² In order to qualify for the relevant tier, the minimum amounts listed in each of the "Number of Settling States," "Percentage of Litigating Subdivisions," and "Percentage of Non-Litigating Primary Subdivisions" columns must be met or surpassed.

³ For the sole purpose of the Participation Tier determination under this <u>Exhibit H</u>, the States used to calculate each criterion (including the Percentage of Litigating Subdivisions and Percentage of Non-Litigating Subdivisions) will include each of the 50 states in the United States, except West Virginia, for a total of 49 states. For the avoidance of doubt, notwithstanding the definition of "State" in <u>Section I.TTT</u> or <u>Exhibit F</u>, neither Washington, D.C., nor any territory of the United States will be included for purposes of determining the participation tier under this <u>Exhibit H</u>.

⁴ School Districts, Health Districts, Hospital Districts, Library Districts and Fire Districts that satisfy the definition of Litigating Subdivision will be included for purposes of determining the Percentage of Litigating Subdivisions. These categories of Special District shall have their population measured as set forth in <u>Section XIV.B</u>. Any other Special Districts that satisfy the definition of Litigating Subdivisions will not be included for purposes of calculating the Participation Tier.

The Percentage of Litigating Subdivisions and Percentage of Non-Litigating Primary Subdivisions will be calculated as follows: each Litigating Subdivision and each Non-Litigating Subdivision in the 49 states used to calculate the Participation Tier will be assigned a metric reflecting both population and severity (the "Population-Severity Metric"). The Population-Severity Metric shall be the Subdivision's population plus the Subdivision's population multiplied by the severity factor for the State of the Subdivision (the severity factors for each State are attached as Exhibit X hereto) and then divided in two, thus giving fifty percent (50%) weight to each of population and population multiplied by the severity factor. The denominator for each Percentage shall be the sum total of the Population-Severity Metric for all the Subdivisions in the relevant category (Litigating Subdivisions or Non-Litigating Primary Subdivisions) in the Settling States, notwithstanding that persons may be included within the population (and therefore the Population-Severity Metric) of more than one Subdivision. The numerator will be the sum total of the Population-Severity Metrics of all Subdivisions in the relevant category of Subdivision (*i.e.*, Litigating Subdivisions or Non-Litigating Subdivisions that are also Primary Subdivisions) in the Settling States that are either Participating Subdivisions or are subject to a Bar, Case-Specific Resolution, or Settlement Class Resolution, notwithstanding that persons may be included within the population sor are subject to a Bar, Case-Specific Resolution, or Settlement

For the avoidance of doubt, Subdivisions in Non-Settling States are excluded from both the denominator and numerator of the calculations for the Percentage of Litigating Subdivisions and Percentage of Non-Litigating Primary Subdivisions.

⁵ During the period when the Participation Tier is redetermined annually, Later Participating Subdivisions described in <u>Section VII.E.3</u> or <u>Section VII.E.4</u> shall not be included as Participating Subdivisions, and for Subdivisions subject to a Bar, Case-Specific Resolution, or Settlement Class Resolution to be included, the Bar, Case-Specific Resolution, or Settlement Class Resolution must have been in effect both as of the relevant Payment Date and for the entire period since the prior Payment Date.

EXHIBIT I

Primary Subdivisions¹⁶

1.	Alabaster city, Alabama *	45.	Prattville ci
2.	Auburn city, Alabama *	46.	Russell Cou
3.	Autauga County, Alabama *	47.	Shelby Cou
4.	Baldwin County, Alabama *	48.	St. Clair Co
5.	Birmingham city, Alabama *	49.	Talladega C
6.	Blount County, Alabama *	50.	Tallapoosa
7.	Calhoun County, Alabama *	51.	Tuscaloosa
8.	Chambers County, Alabama *	52.	Tuscaloosa
9.	Chilton County, Alabama *		*
10.	Coffee County, Alabama *	53.	Vestavia Hi
11.	Colbert County, Alabama *	54.	Walker Cou
12.	Covington County, Alabama *	55.	Albertville
13.	Cullman County, Alabama *	56.	Alexander (
14.	Dale County, Alabama *	57.	Anniston ci
15.	Dallas County, Alabama *	58.	Athens city
16.	Decatur city, Alabama *	59.	Barbour Co
17.	DeKalb County, Alabama *	60.	Bessemer c
18.	Dothan city, Alabama *	61.	Bibb Count
19.	Elmore County, Alabama *	62.	Bullock Co
20.	Escambia County, Alabama *	63.	Butler Cour
21.	Etowah County, Alabama *	64.	Calera city,
22.	Florence city, Alabama *	65.	Center Poin
23.	Franklin County, Alabama *	66.	Chelsea city
24.	Gadsden city, Alabama *	67.	Cherokee C
25.	Hoover city, Alabama *	68.	Choctaw Co
26.	Houston County, Alabama *	69.	Clarke Cou
27.	Huntsville city, Alabama *	70.	Clay Count
28.	Jackson County, Alabama *	71.	Cleburne C
29.	Jefferson County, Alabama *	72.	Conecuh Co
<u> </u>	Lauderdale County, Alabama	73.	Coosa Cour
50.	*	73. 74.	Crenshaw C
31.	Lawrence County, Alabama *	75.	Cullman cit
32.	Lee County, Alabama *	76.	Daphne city
33.	Limestone County, Alabama *	70.	Enterprise c
33. 34.	Madison city, Alabama *	78.	Eufaula city
35.	Madison County, Alabama *	70. 79.	Fairfield cit
36.	Marshall County, Alabama *	80.	Fairhope cit
30. 37.	Mobile city, Alabama *	81.	Fayette Cou
38.	Mobile County, Alabama *	82.	Foley city,
39.	-	82. 83.	Fort Payne
39. 40.	Montgomery city, Alabama *	83. 84.	Gardendale
40.	Montgomery County, Alabama *	84. 85.	Gandendale Geneva Coi
41		85. 86.	Gulf Shores
41.	Morgan County, Alabama *		
42.	Opelika city, Alabama * Phonix City city, Alabama *	87.	Hale Count
43.	Phenix City city, Alabama *	88. 80	Hartselle ci
44.	Pike County, Alabama *	89.	Helena city

tville city, Alabama *	90.	Henry County, Alabama
sell County, Alabama *	91.	Homewood city, Alabama
by County, Alabama *	92.	Hueytown city, Alabama
Clair County, Alabama *	93.	Irondale city, Alabama
adega County, Alabama *	94.	Jacksonville city, Alabama
apoosa County, Alabama *	95.	Jasper city, Alabama
caloosa city, Alabama *	96.	Lamar County, Alabama
caloosa County, Alabama	97.	Leeds city, Alabama
•	98.	Macon County, Alabama
avia Hills city, Alabama *	99.	Marengo County, Alabama
ker County, Alabama *	100.	Marion County, Alabama
ertville city, Alabama	101.	Millbrook city, Alabama
ander City city, Alabama	102.	Monroe County, Alabama
iston city, Alabama	103.	Moody city, Alabama
ens city, Alabama	104.	Mountain Brook city,
oour County, Alabama		Alabama
semer city, Alabama	105.	Muscle Shoals city, Alabama
o County, Alabama	106.	Northport city, Alabama
ock County, Alabama	107.	Oxford city, Alabama
er County, Alabama	108.	Ozark city, Alabama
era city, Alabama	109.	Pelham city, Alabama
ter Point city, Alabama	110.	Pell City city, Alabama
lsea city, Alabama	111.	Pickens County, Alabama
rokee County, Alabama	112.	Pike Road town, Alabama
ctaw County, Alabama	113.	Prichard city, Alabama
ke County, Alabama	114.	Randolph County, Alabama
County, Alabama	115.	Saraland city, Alabama
ourne County, Alabama	116.	Scottsboro city, Alabama
ecuh County, Alabama	117.	Selma city, Alabama
sa County, Alabama	118.	Sumter County, Alabama
nshaw County, Alabama	119.	Sylacauga city, Alabama
man city, Alabama	120.	Talladega city, Alabama
hne city, Alabama	121.	Troy city, Alabama
erprise city, Alabama	122.	Trussville city, Alabama
ula city, Alabama	123.	Washington County, Alabama
field city, Alabama	124.	Wilcox County, Alabama
hope city, Alabama	125.	Winston County, Alabama
ette County, Alabama	126.	Anchorage municipality,
y city, Alabama	120.	Alaska *
Payne city, Alabama	127.	Fairbanks city, Alaska *
lendale city, Alabama	127.	Fairbanks North Star Borough,
eva County, Alabama	120.	Alaska *
Shores city, Alabama	129.	Juneau city and borough,
e County, Alabama	127.	Alaska *
selle city, Alabama	130.	Kenai Peninsula Borough,
ena city, Alabama	150.	Alaska *
ma enty, maballia		maska

¹⁶ Entities denoted with an asterisk (*) indicate a population of greater than 30,000 for purposes of the definition of Primary Subdivision as it relates to Incentive Payment C.

131.	Matanuska-Susitna Borough,
	Alaska *
132.	Ketchikan Gateway Borough,
100	Alaska
133.	Kodiak Island Borough, Alaska
134.	
134.	Wasilla city, Alaska
	Apache County, Arizona *
136.	Apache Junction city, Arizona *
137.	Avondale city, Arizona *
138.	Buckeye city, Arizona *
139.	Bullhead City city, Arizona *
140.	Casa Grande city, Arizona *
141.	Chandler city, Arizona *
141.	Cochise County, Arizona *
142.	Coconino County, Arizona *
144.	El Mirage city, Arizona *
145.	Flagstaff city, Arizona *
146.	Gila County, Arizona *
147.	Gilbert town, Arizona *
148.	Glendale city, Arizona *
149.	Goodyear city, Arizona *
150.	Graham County, Arizona *
151.	Kingman city, Arizona *
152.	Lake Havasu City city,
	Arizona *
153.	Marana town, Arizona *
154.	Maricopa city, Arizona *
155.	Maricopa County, Arizona *
156.	Mesa city, Arizona *
157.	Mohave County, Arizona *
158.	Navajo County, Arizona *
159.	Oro Valley town, Arizona *
160.	Peoria city, Arizona *
161.	Phoenix city, Arizona *
161.	Pima County, Arizona *
162.	
163. 164.	Pinal County, Arizona * Prescott city, Arizona *
165.	Prescott Valley town, Arizona *
166.	Queen Creek town, Arizona *
167.	Sahuarita town, Arizona *
168.	San Luis city, Arizona *
169.	Santa Cruz County, Arizona *
170.	Scottsdale city, Arizona *
171.	Sierra Vista city, Arizona *
172.	Surprise city, Arizona *
172.	Tempe city, Arizona *
173. 174.	Tucson city, Arizona *
174. 175.	Yavapai County, Arizona *
175. 176.	
	Yuma city, Arizona *
177.	Yuma County, Arizona *
178.	Camp Verde town, Arizona
179.	Chino Valley town, Arizona

	Coolidge city, Alizona
181.	Cottonwood city, Arizona
182.	Douglas city, Arizona
183.	Eloy city, Arizona
184.	Florence town, Arizona
185.	Fountain Hills town, Arizona
186.	La Paz County, Arizona
187.	Nogales city, Arizona
188.	Paradise Valley town, Arizona
189.	Payson town, Arizona
190.	Sedona city, Arizona
191.	Show Low city, Arizona
192.	Somerton city, Arizona
193.	Baxter County, Arkansas *
194.	Benton city, Arkansas *
195.	Benton County, Arkansas *
196.	Bentonville city, Arkansas *
197.	Boone County, Arkansas *
198.	Conway city, Arkansas *
199.	Craighead County, Arkansas *
200.	Crawford County, Arkansas *
201.	Crittenden County, Arkansas *
202.	Faulkner County, Arkansas *
203.	Fayetteville city, Arkansas *
204.	Fort Smith city, Arkansas *
205.	Garland County, Arkansas *
206.	Greene County, Arkansas *
207.	Hot Spring County, Arkansas
	*
208.	Hot Springs city, Arkansas *
209.	Independence County,
207.	Arkansas *
210.	Jefferson County, Arkansas *
-10.	
211.	Ionesboro city. Arkansas *
211. 212	Jonesboro city, Arkansas * Little Rock city, Arkansas *
212.	Little Rock city, Arkansas *
212. 213.	Little Rock city, Arkansas * Lonoke County, Arkansas *
212. 213. 214.	Little Rock city, Arkansas * Lonoke County, Arkansas * Miller County, Arkansas *
212. 213.	Little Rock city, Arkansas * Lonoke County, Arkansas *
212.213.214.215.	Little Rock city, Arkansas * Lonoke County, Arkansas * Miller County, Arkansas * Mississippi County, Arkansas *
212. 213. 214.	Little Rock city, Arkansas * Lonoke County, Arkansas * Miller County, Arkansas * Mississippi County, Arkansas * North Little Rock city,
212.213.214.215.216.	Little Rock city, Arkansas * Lonoke County, Arkansas * Miller County, Arkansas * Mississippi County, Arkansas * North Little Rock city, Arkansas *
 212. 213. 214. 215. 216. 217. 	Little Rock city, Arkansas * Lonoke County, Arkansas * Miller County, Arkansas * Mississippi County, Arkansas * North Little Rock city, Arkansas * Pine Bluff city, Arkansas *
 212. 213. 214. 215. 216. 217. 218. 	Little Rock city, Arkansas * Lonoke County, Arkansas * Miller County, Arkansas * Mississippi County, Arkansas * North Little Rock city, Arkansas * Pine Bluff city, Arkansas * Pope County, Arkansas *
 212. 213. 214. 215. 216. 217. 218. 219. 	Little Rock city, Arkansas * Lonoke County, Arkansas * Miller County, Arkansas * Mississippi County, Arkansas * North Little Rock city, Arkansas * Pine Bluff city, Arkansas * Pope County, Arkansas * Pulaski County, Arkansas *
 212. 213. 214. 215. 216. 217. 218. 219. 220. 	Little Rock city, Arkansas * Lonoke County, Arkansas * Miller County, Arkansas * Mississippi County, Arkansas * North Little Rock city, Arkansas * Pine Bluff city, Arkansas * Pope County, Arkansas * Pulaski County, Arkansas * Rogers city, Arkansas *
 212. 213. 214. 215. 216. 217. 218. 219. 220. 221. 	Little Rock city, Arkansas * Lonoke County, Arkansas * Miller County, Arkansas * Mississippi County, Arkansas * North Little Rock city, Arkansas * Pine Bluff city, Arkansas * Pope County, Arkansas * Pulaski County, Arkansas * Rogers city, Arkansas * Saline County, Arkansas *
 212. 213. 214. 215. 216. 217. 218. 219. 220. 221. 222. 	Little Rock city, Arkansas * Lonoke County, Arkansas * Miller County, Arkansas * Mississippi County, Arkansas * North Little Rock city, Arkansas * Pine Bluff city, Arkansas * Pope County, Arkansas * Pulaski County, Arkansas * Rogers city, Arkansas * Saline County, Arkansas *
 212. 213. 214. 215. 216. 217. 218. 219. 220. 221. 222. 223. 	Little Rock city, Arkansas * Lonoke County, Arkansas * Miller County, Arkansas * Mississippi County, Arkansas * North Little Rock city, Arkansas * Pine Bluff city, Arkansas * Pope County, Arkansas * Pulaski County, Arkansas * Rogers city, Arkansas * Saline County, Arkansas * Sebastian County, Arkansas *
 212. 213. 214. 215. 216. 217. 218. 219. 220. 221. 222. 223. 224. 	Little Rock city, Arkansas * Lonoke County, Arkansas * Miller County, Arkansas * Mississippi County, Arkansas * North Little Rock city, Arkansas * Pine Bluff city, Arkansas * Pope County, Arkansas * Pulaski County, Arkansas * Rogers city, Arkansas * Saline County, Arkansas * Sebastian County, Arkansas * Sherwood city, Arkansas *
 212. 213. 214. 215. 216. 217. 218. 219. 220. 221. 222. 223. 224. 225. 	Little Rock city, Arkansas * Lonoke County, Arkansas * Miller County, Arkansas * Mississippi County, Arkansas * North Little Rock city, Arkansas * Pine Bluff city, Arkansas * Pope County, Arkansas * Pulaski County, Arkansas * Rogers city, Arkansas * Saline County, Arkansas * Sebastian County, Arkansas * Sherwood city, Arkansas * Springdale city, Arkansas * Union County, Arkansas *
 212. 213. 214. 215. 216. 217. 218. 219. 220. 221. 222. 223. 224. 	Little Rock city, Arkansas * Lonoke County, Arkansas * Miller County, Arkansas * Mississippi County, Arkansas * North Little Rock city, Arkansas * Pine Bluff city, Arkansas * Pope County, Arkansas * Pulaski County, Arkansas * Rogers city, Arkansas * Saline County, Arkansas * Sebastian County, Arkansas * Sherwood city, Arkansas *
 212. 213. 214. 215. 216. 217. 218. 219. 220. 221. 222. 223. 224. 225. 226. 	Little Rock city, Arkansas * Lonoke County, Arkansas * Miller County, Arkansas * Mississippi County, Arkansas * North Little Rock city, Arkansas * Pine Bluff city, Arkansas * Pope County, Arkansas * Pope County, Arkansas * Pulaski County, Arkansas * Saline County, Arkansas * Sebastian County, Arkansas * Sherwood city, Arkansas * Sherwood city, Arkansas * Union County, Arkansas * Washington County, Arkansas *
 212. 213. 214. 215. 216. 217. 218. 219. 220. 221. 222. 223. 224. 225. 226. 227. 	Little Rock city, Arkansas * Lonoke County, Arkansas * Miller County, Arkansas * Mississippi County, Arkansas * North Little Rock city, Arkansas * Pine Bluff city, Arkansas * Pope County, Arkansas * Pope County, Arkansas * Pulaski County, Arkansas * Saline County, Arkansas * Sebastian County, Arkansas * Sherwood city, Arkansas * Sherwood city, Arkansas * Union County, Arkansas * Washington County, Arkansas *
 212. 213. 214. 215. 216. 217. 218. 219. 220. 221. 222. 223. 224. 225. 226. 227. 228. 	Little Rock city, Arkansas * Lonoke County, Arkansas * Miller County, Arkansas * Mississippi County, Arkansas * North Little Rock city, Arkansas * Pine Bluff city, Arkansas * Pope County, Arkansas * Pope County, Arkansas * Rogers city, Arkansas * Saline County, Arkansas * Sebastian County, Arkansas * Sherwood city, Arkansas * Sherwood city, Arkansas * Union County, Arkansas * Washington County, Arkansas * Washington County, Arkansas *
 212. 213. 214. 215. 216. 217. 218. 219. 220. 221. 222. 223. 224. 225. 226. 227. 	Little Rock city, Arkansas * Lonoke County, Arkansas * Miller County, Arkansas * Mississippi County, Arkansas * North Little Rock city, Arkansas * Pine Bluff city, Arkansas * Pope County, Arkansas * Pope County, Arkansas * Pulaski County, Arkansas * Saline County, Arkansas * Sebastian County, Arkansas * Sherwood city, Arkansas * Sherwood city, Arkansas * Union County, Arkansas * Washington County, Arkansas *

180.

Coolidge city, Arizona

230.	Ashley County, Arkansas
231.	Batesville city, Arkansas
232.	Bella Vista city, Arkansas
233.	Blytheville city, Arkansas
233.	Bradley County, Arkansas
234.	Bryant city, Arkansas
235. 236.	Cabot city, Arkansas
230.	Camden city, Arkansas
	Carroll County, Arkansas
238.	
239.	Centerton city, Arkansas
240.	Chicot County, Arkansas
241.	Clark County, Arkansas
242.	Clay County, Arkansas
243.	Cleburne County, Arkansas
244.	Columbia County, Arkansas
245.	Conway County, Arkansas
246.	Cross County, Arkansas
247.	Desha County, Arkansas
248.	Drew County, Arkansas
249.	El Dorado city, Arkansas
250.	Forrest City city, Arkansas
251.	Franklin County, Arkansas
252.	Fulton County, Arkansas
253.	Grant County, Arkansas
254.	Harrison city, Arkansas
255.	Helena-West Helena city,
	Arkansas
256.	Hempstead County, Arkansas
257.	Howard County, Arkansas
258.	Izard County, Arkansas
259.	Jackson County, Arkansas
260.	Jacksonville city, Arkansas
261.	Johnson County, Arkansas
262.	Lawrence County, Arkansas
263.	Lincoln County, Arkansas
263.	Little River County, Arkansas
265.	Logan County, Arkansas
266.	Madison County, Arkansas
260. 267.	Magnolia city, Arkansas
268.	Malvern city, Arkansas
268. 269.	Marion city, Arkansas
209. 270.	-
	Marion County, Arkansas
271.	Maumelle city, Arkansas
272.	Mountain Home city,
070	Arkansas
273.	Ouachita County, Arkansas
274.	Paragould city, Arkansas
275.	Perry County, Arkansas
276.	Phillips County, Arkansas
277.	Pike County, Arkansas
278.	Poinsett County, Arkansas
279.	Polk County, Arkansas
280.	Randolph County, Arkansas
201	Duccelly ille siter Aultoness

Russellville city, Arkansas

Scott County, Arkansas

281.

282.

283.	Searcy city, Arkansas
284.	Sevier County, Arkansas
285.	Sharp County, Arkansas
286.	Siloam Springs city, Arkansas
287.	St. Francis County, Arkansas
288.	Stone County, Arkansas
289.	Texarkana city, Arkansas
290.	Van Buren city, Arkansas
291.	Van Buren County, Arkansas
292.	West Memphis city, Arkansas
293.	Yell County, Arkansas
294.	Adelanto city, California *
295.	Alameda city, California *
296.	Alameda County, California *
297.	Alhambra city, California *
298.	Aliso Viejo city, California *
299.	Amador County, California *
300.	Anaheim city, California *
301.	Antioch city, California *
302.	Apple Valley town, California
	*
303.	Arcadia city, California *
304.	Atascadero city, California *
305.	Azusa city, California *
306.	Bakersfield city, California *
307.	Baldwin Park city, California
	*
308.	Banning city, California *
309.	Beaumont city, California *
310.	Bell city, California *
311.	Bell Gardens city, California *
312.	Bellflower city, California *
313.	Berkeley city, California *
314.	Beverly Hills city, California *
315.	Brea city, California *
316.	Brentwood city, California *
317.	Buena Park city, California *
318.	Burbank city, California *
319.	Burlingame city, California *
320.	Butte County, California *
321.	Calaveras County, California *
322.	Calexico city, California *
323.	Camarillo city, California *
324.	Campbell city, California *
325.	Carlsbad city, California *
326.	Carson city, California *
327.	Cathedral City city, California
	*
328.	Ceres city, California *
329.	Cerritos city, California *
330.	Chico city, California *
331.	Chino city, California *
332.	Chino Hills city, California *
333.	Chula Vista city, California *

334.	Citrus Heights city, California
	*
335.	Claremont city, California *
336.	Clovis city, California *
337.	Coachella city, California *
338.	Colton city, California *
	•
339.	Compton city, California *
340.	Concord city, California *
341.	Contra Costa County,
	California *
342.	Corona city, California *
343.	Costa Mesa city, California *
344.	Covina city, California *
345.	Culver City city, California *
346.	Cupertino city, California *
347.	Cypress city, California *
348.	Daly City city, California *
349.	Dana Point city, California *
349. 350.	Danville town, California *
351.	Davis city, California *
352.	Delano city, California *
353.	Diamond Bar city, California *
354.	Downey city, California *
355.	Dublin city, California *
356.	Eastvale city, California *
357.	El Cajon city, California *
358.	El Centro city, California *
359.	El Dorado County, California
	*
360.	El Monte city, California *
361.	El Paso de Robles (Paso
	Robles) city, California *
362.	Elk Grove city, California *
363.	Encinitas city, California *
364.	Escondido city, California *
365.	Fairfield city, California *
366.	Folsom city, California *
367.	Fontana city, California *
368.	
	Foster City city, California *
369.	Fountain Valley city, California *
270	
370.	Fremont city, California *
371.	Fresno city, California *
372.	Fresno County, California *
373.	Fullerton city, California *
374.	Garden Grove city, California
	*
375.	Gardena city, California *
376.	Gilroy city, California *
377.	Glendale city, California *
378.	Glendora city, California *
379.	Goleta city, California *
380.	Hanford city, California *
381.	Hawthorne city, California *
382.	Hayward city, California *
	, wald eng, Sumonna

383.	Hemet city, California *
384.	Hesperia city, California *
385.	Highland city, California *
386.	Hollister city, California *
387.	Humboldt County, California
507.	*
388.	Huntington Beach city,
	California *
389.	Huntington Park city, California *
390.	Imperial County, California *
391.	Indio city, California *
392.	Inglewood city, California *
393.	Irvine city, California *
394.	Jurupa Valley city, California
395.	Kern County, California *
396.	Kings County, California *
397.	La Habra city, California *
398.	La Mesa city, California *
399.	La Mirada city, California *
400.	La Puente city, California *
401.	La Quinta city, California *
402.	La Verne city, California *
403.	Laguna Hills city, California *
404.	Laguna Niguel city, California *
405.	Lake County, California *
406.	Lake Elsinore city, California
407	
407.	Lake Forest city, California *
408.	Lakewood city, California *
409.	Lancaster city, California *
409. 410.	Lancaster city, California * Lassen County, California *
409. 410. 411.	Lancaster city, California * Lassen County, California * Lawndale city, California *
409. 410. 411. 412.	Lancaster city, California * Lassen County, California * Lawndale city, California * Lincoln city, California *
409. 410. 411.	Lancaster city, California * Lassen County, California * Lawndale city, California *
409. 410. 411. 412.	Lancaster city, California * Lassen County, California * Lawndale city, California * Lincoln city, California *
409. 410. 411. 412. 413.	Lancaster city, California * Lassen County, California * Lawndale city, California * Lincoln city, California * Livermore city, California *
 409. 410. 411. 412. 413. 414. 	Lancaster city, California * Lassen County, California * Lawndale city, California * Lincoln city, California * Livermore city, California * Lodi city, California *
 409. 410. 411. 412. 413. 414. 415. 	Lancaster city, California * Lassen County, California * Lawndale city, California * Lincoln city, California * Livermore city, California * Lodi city, California * Lompoc city, California *
 409. 410. 411. 412. 413. 414. 415. 416. 	Lancaster city, California * Lassen County, California * Lawndale city, California * Lincoln city, California * Livermore city, California * Lodi city, California * Lompoc city, California * Long Beach city, California *
 409. 410. 411. 412. 413. 414. 415. 416. 417. 	Lancaster city, California * Lassen County, California * Lawndale city, California * Lincoln city, California * Livermore city, California * Lodi city, California * Long Beach city, California * Long Beach city, California * Los Altos city, California *
 409. 410. 411. 412. 413. 414. 415. 416. 417. 418. 	Lancaster city, California * Lassen County, California * Lawndale city, California * Lincoln city, California * Livermore city, California * Lodi city, California * Long Beach city, California * Los Altos city, California * Los Angeles city, California * Los Angeles County, California *
409. 410. 411. 412. 413. 414. 415. 416. 417. 418. 419. 420.	Lancaster city, California * Lassen County, California * Lawndale city, California * Lincoln city, California * Livermore city, California * Lodi city, California * Long Beach city, California * Los Altos city, California * Los Angeles city, California * Los Angeles County, California * Los Banos city, California *
409. 410. 411. 412. 413. 414. 415. 416. 417. 418. 419.	Lancaster city, California * Lassen County, California * Lawndale city, California * Lincoln city, California * Livermore city, California * Lodi city, California * Long Beach city, California * Los Altos city, California * Los Angeles city, California * Los Angeles County, California *
409. 410. 411. 412. 413. 414. 415. 416. 417. 418. 419. 420.	Lancaster city, California * Lassen County, California * Lawndale city, California * Lincoln city, California * Livermore city, California * Lodi city, California * Long Beach city, California * Los Altos city, California * Los Angeles city, California * Los Angeles County, California * Los Banos city, California *
409. 410. 411. 412. 413. 414. 415. 416. 417. 418. 419. 420. 421.	Lancaster city, California * Lassen County, California * Lawndale city, California * Lincoln city, California * Livermore city, California * Lodi city, California * Long Beach city, California * Los Altos city, California * Los Angeles city, California * Los Angeles County, California * Los Banos city, California * Los Gatos town, California *
409. 410. 411. 412. 413. 414. 415. 416. 417. 418. 419. 420. 421. 422.	Lancaster city, California * Lassen County, California * Lawndale city, California * Lincoln city, California * Livermore city, California * Lodi city, California * Long Beach city, California * Long Beach city, California * Los Altos city, California * Los Angeles city, California * Los Angeles County, California * Los Banos city, California * Los Gatos town, California * Lynwood city, California *
409. 410. 411. 412. 413. 414. 415. 416. 417. 418. 419. 420. 421. 422. 423.	Lancaster city, California * Lassen County, California * Lawndale city, California * Lincoln city, California * Livermore city, California * Lodi city, California * Long Beach city, California * Long Beach city, California * Los Altos city, California * Los Angeles city, California * Los Angeles County, California * Los Banos city, California * Los Gatos town, California * Lynwood city, California * Madera city, California *
409. 410. 411. 412. 413. 414. 415. 416. 417. 418. 419. 420. 421. 422. 423. 424.	Lancaster city, California * Lassen County, California * Lawndale city, California * Lincoln city, California * Livermore city, California * Lodi city, California * Long Beach city, California * Long Beach city, California * Los Altos city, California * Los Angeles city, California * Los Angeles County, California * Los Banos city, California * Los Gatos town, California * Lynwood city, California * Madera city, California *
409. 410. 411. 412. 413. 414. 415. 416. 417. 418. 419. 420. 421. 422. 423. 424. 425.	Lancaster city, California * Lassen County, California * Lawndale city, California * Lincoln city, California * Livermore city, California * Lodi city, California * Long Beach city, California * Long Beach city, California * Los Altos city, California * Los Angeles city, California * Los Angeles County, California * Los Banos city, California * Los Gatos town, California * Lynwood city, California * Madera city, California * Madera County, California * Manhattan Beach city, California *
409. 410. 411. 412. 413. 414. 415. 416. 417. 418. 419. 420. 421. 422. 423. 424.	Lancaster city, California * Lassen County, California * Lawndale city, California * Lincoln city, California * Livermore city, California * Lodi city, California * Long Beach city, California * Los Altos city, California * Los Angeles city, California * Los Angeles County, California * Los Banos city, California * Los Gatos town, California * Lynwood city, California * Madera city, California * Madera County, California *

427. Marin County, California 4428. Martinez city, California *

Attachment: Opioid Litigation-Final Distributor Settlement Agreement (Resolution-MOA for Distribution of Opioid Settlement Funds)

12.c

429.	Mendocino County, California *
430.	Menifee city, California *
431.	Menlo Park city, California *
432.	Merced city, California *
433.	Merced County, California *
434.	Milpitas city, California *
435.	Mission Viejo city, California
	*
436.	Modesto city, California *
437.	Monrovia city, California *
438.	Montclair city, California *
439.	Montebello city, California *
440.	Monterey County, California *
441.	Monterey Park city, California
	*
442.	Moorpark city, California *
443.	Moreno Valley city, California
	*
444.	Morgan Hill city, California *
445.	Mountain View city,
	California *
446.	Murrieta city, California *
447.	Napa city, California *
448.	Napa County, California *
449.	National City city, California *
450.	Nevada County, California *
451.	Newark city, California *
452.	Newport Beach city,
	California *
453.	Norwalk city, California *
454.	Novato city, California *
455.	Oakland city, California *
456.	Oakley city, California *
457.	Oceanside city, California *
458.	Ontario city, California *
459.	Orange city, California *
460.	Orange County, California *
461.	Oxnard city, California *
462.	Pacifica city, California *
463.	Palm Desert city, California *
464.	Palm Springs city, California *
465.	Palmdale city, California *
466.	Palo Alto city, California *
467.	Paramount city, California *
468.	Pasadena city, California *
469.	Perris city, California *
470.	Petaluma city, California *
471.	Pico Rivera city, California *
472.	Pittsburg city, California *
473.	Placentia city, California *
474.	Placer County, California *
475.	Pleasant Hill city, California *
476.	Pleasanton city, California *
477.	Pomona city, California *
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478.	Porterville city, California *
479.	Poway city, California *
480.	Rancho Cordova city,
	California *
481.	Rancho Cucamonga city,
	California *
482.	Rancho Palos Verdes city,
402	California *
483.	Rancho Santa Margarita city, California *
484.	
485.	Redding city, California * Redlands city, California *
485. 486.	Redondo Beach city,
480.	California *
487.	Redwood City city, California
407.	*
488.	Rialto city, California *
489.	Richmond city, California *
490.	Riverside city, California *
491.	Riverside County, California *
492.	Rocklin city, California *
493.	Rohnert Park city, California *
494.	Rosemead city, California *
495.	Roseville city, California *
496.	Sacramento city, California *
497.	Sacramento County, California
	*
498.	Salinas city, California *
499.	San Benito County, California
	*
500.	San Bernardino city,
501	California *
501.	San Bernardino County,
500	California *
502.	San Bruno city, California *
503.	San Buenaventura (Ventura)
504.	city, California *
504. 505.	San Carlos city, California * San Clemente city, California
505.	*
506.	San Diego city, California *
507.	San Diego County, California
2071	*
508.	San Dimas city, California *
509.	San Francisco city / San
	Francisco County, California *
510.	San Gabriel city, California *
511.	San Jacinto city, California *
512.	San Joaquin County,
	California *
513.	San Jose city, California *
514.	San Juan Capistrano city,
	California *
515.	San Leandro city, California *
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516.	San Luis Obispo city,
	California *
517.	San Luis Obispo County,
	California *
518.	San Marcos city, California *
519.	San Mateo city, California *
520.	San Mateo County, California
	*
521.	San Pablo city, California *
522.	San Rafael city, California *
523.	San Ramon city, California *
524.	Santa Ana city, California *
525.	Santa Barbara city, California *
526.	Santa Barbara County,
	California *
527.	Santa Clara city, California *
528.	Santa Clara County, California
	*
529.	Santa Clarita city, California *
530.	Santa Cruz city, California *
531.	Santa Cruz County, California
	*
532.	Santa Maria city, California *
533.	Santa Monica city, California
	*
534.	Santa Rosa city, California *
535.	Santee city, California *
536.	Saratoga city, California *
537.	Seaside city, California *
538. 539.	Shasta County, California *
539. 540.	Simi Valley city, California * Siskiyou County, California *
540. 541.	Solano County, California *
541. 542.	Sonoma County, California *
543.	South Gate city, California *
544.	South San Francisco city,
544.	California *
545.	Stanislaus County, California
545.	*
546.	Stanton city, California *
547.	Stockton city, California *
548.	Sunnyvale city, California *
549.	Sutter County, California *
550.	Tehama County, California *
551.	Temecula city, California *
552.	Temple City city, California *
553.	Thousand Oaks city,
	California *
554.	Torrance city, California *
555.	Tracy city, California *
556.	Tulare city, California *
557.	Tulare County, California *
558.	Tuolumne County, California
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559.	Turlock city, California *
560.	Tustin city, California *
561.	Union City city, California *
562.	Upland city, California *
563.	Vacaville city, California *
564.	Vallejo city, California *
565.	Ventura County, California *
566.	Victorville city, California *
567.	Visalia city, California *
568.	Vista city, California *
569.	Walnut Creek city, California
509.	*
570.	Watsonville city, California *
571.	West Covina city, California *
572.	West Hollywood city,
	California *
573.	West Sacramento city,
	California *
574.	Westminster city, California *
575.	Whittier city, California *
576.	Wildomar city, California *
577.	Woodland city, California *
578.	Yolo County, California *
579.	Yorba Linda city, California *
580.	Yuba City city, California *
581.	Yuba County, California *
582.	Yucaipa city, California *
583.	Agoura Hills city, California
584.	Albany city, California
585.	American Canyon city,
0001	California
586.	Anderson city, California
587.	Arcata city, California
588.	Arroyo Grande city, California
589.	Artesia city, California
590.	Arvin city, California
591.	Atwater city, California
592.	Auburn city, California
593.	Avenal city, California
594.	Barstow city, California
595.	Belmont city, California
596.	Benicia city, California
597.	Blythe city, California
598.	Brawley city, California
599.	Calabasas city, California
600.	California City city, California
601.	Canyon Lake city, California
602.	Capitola city, California
602.	Carpinteria city, California
604.	Chowchilla city, California
60 4 .	Clayton city, California
606.	Clearlake city, California
607.	Coalinga city, California
608.	Colusa County, California
609.	Commerce city, California
507.	commerce enty, Camorina

610. Corcoran city, California 611. Coronado city, California 612. Cudahy city, California 613. Del Norte County, California 614. Desert Hot Springs city, California 615. Dinuba city, California 616. Dixon city, California 617. Duarte city, California 618. East Palo Alto city, California 619. El Cerrito city, California 620. El Segundo city, California 621. Emeryville city, California 622. Eureka city, California 623. Exeter city, California 624. Farmersville city, California 625. Fillmore city, California 626. Fortuna city, California 627. Galt city, California 628. Glenn County, California 629. Grand Terrace city, California 630. Grass Valley city, California 631. Greenfield city, California 632. Grover Beach city, California 633. Half Moon Bay city, California 634. Hawaiian Gardens city, California 635. Healdsburg city, California 636. Hercules city, California 637. Hermosa Beach city, California 638. Hillsborough town, California 639. Imperial Beach city, California 640. Imperial city, California 641. Inyo County, California 642. Kerman city, California 643. King City city, California 644. Kingsburg city, California 645. La Cañada Flintridge city, California 646. La Palma city, California 647. Lafayette city, California 648. Laguna Beach city, California 649. Laguna Woods city, California Larkspur city, California 650. 651. Lathrop city, California 652. Lemon Grove city, California 653. Lemoore city, California 654. Lindsay city, California 655. Livingston city, California 656. Loma Linda city, California 657. Lomita city, California 658. Los Alamitos city, California 659. Malibu city, California

660. Marina city, California 661. Mariposa County, California 662. Marysville city, California 663. Maywood city, California 664. McFarland city, California 665. Mendota city, California 666. Mill Valley city, California 667. Millbrae city, California 668. Mono County, California 669. Monterey city, California Moraga town, California 670. 671. Morro Bay city, California 672. Newman city, California 673. Norco city, California 674. Oakdale city, California 675. Orange Cove city, California 676. Orinda city, California 677. Oroville city, California 678. Pacific Grove city, California 679. Palos Verdes Estates city, California 680. Parlier city, California 681. Patterson city, California 682. Piedmont city, California Pinole city, California 683. 684. Placerville city, California 685. Plumas County, California 686. Port Hueneme city, California 687. Rancho Mirage city, California 688. Red Bluff city, California 689. Reedley city, California 690. Ridgecrest city, California 691. Ripon city, California 692. Riverbank city, California 693. San Anselmo town, California 694. San Fernando city, California 695. San Marino city, California 696. Sanger city, California 697. Santa Fe Springs city, California 698. Santa Paula city, California 699. Scotts Valley city, California 700. Seal Beach city, California 701. Selma city, California 702. Shafter city, California 703. Shasta Lake city, California 704. Sierra Madre city, California 705. Signal Hill city, California 706. Solana Beach city, California 707. Soledad city, California 708. Sonoma city, California 709. South El Monte city,

California

710.	South Lake Tahoe city,
	California
711.	South Pasadena city,
	California
712.	Suisun City city, California
713.	Susanville city, California
714.	Tehachapi city, California
715.	Trinity County, California
716.	Truckee town, California
717.	Twentynine Palms city,
	California
718.	Ukiah city, California
719.	Walnut city, California
720.	Wasco city, California
721.	Windsor town, California
722.	Yucca Valley town, California
723.	Adams County, Colorado *
724.	Arapahoe County, Colorado *
725.	Arvada city, Colorado *
726.	Aurora city, Colorado *
727.	Boulder city, Colorado *
728.	Boulder County, Colorado * Brighton city, Colorado *
729. 730.	Broomfield city / Broomfield
750.	County, Colorado *
731.	Castle Rock town, Colorado *
732.	Centennial city, Colorado *
733.	Colorado Springs city,
100.	Colorado *
734.	Commerce City city, Colorado
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735.	Delta County, Colorado *
736.	Denver city / Denver County,
	Colorado *
737.	Douglas County, Colorado *
738.	Eagle County, Colorado *
739.	El Paso County, Colorado *
740.	Englewood city, Colorado *
741.	Fort Collins city, Colorado *
742.	Fountain city, Colorado *
743.	Fremont County, Colorado *
744.	Garfield County, Colorado *
745.	Grand Junction city, Colorado
	*
746.	Greeley city, Colorado *
747.	Jefferson County, Colorado *
748. 740	La Plata County, Colorado *
749. 750	Lafayette city, Colorado *
750. 751.	Lakewood city, Colorado *
751. 752.	Larimer County, Colorado * Littleton city, Colorado *
752. 753.	Longmont city, Colorado *
753. 754.	Loveland city, Colorado *
755.	Mesa County, Colorado *
756.	Montrose County, Colorado *
	county, colorado

757.	Northglenn city, Colorado *
758.	Parker town, Colorado *
759.	Pueblo city, Colorado *
760.	Pueblo County, Colorado *
761.	Summit County, Colorado *
762.	Thornton city, Colorado *
763.	Weld County, Colorado *
764.	Westminster city, Colorado *
765.	Wheat Ridge city, Colorado *
766.	Windsor town, Colorado *
767.	Alamosa County, Colorado
768.	Archuleta County, Colorado
769.	Cañon City city, Colorado
770.	Castle Pines city, Colorado
771.	Chaffee County, Colorado
772.	Durango city, Colorado
773.	Elbert County, Colorado
774.	Erie town, Colorado
775.	Evans city, Colorado
776.	Federal Heights city, Colorado
777.	Firestone town, Colorado
778.	
	Fort Morgan city, Colorado
779. 780	Frederick town, Colorado
780.	Fruita city, Colorado
781.	Golden city, Colorado
782.	Grand County, Colorado
783.	Greenwood Village city,
	Colorado
784.	Gunnison County, Colorado
785.	Johnstown town, Colorado
786.	Las Animas County, Colorado
787.	Logan County, Colorado
788.	Lone Tree city, Colorado
789.	Louisville city, Colorado
790.	Moffat County, Colorado
791.	Montezuma County, Colorado
792.	Montrose city, Colorado
793.	Morgan County, Colorado
794.	Otero County, Colorado
795.	Park County, Colorado
796.	Pitkin County, Colorado
797.	Prowers County, Colorado
798.	Rio Grande County, Colorado
799.	Routt County, Colorado
800.	Steamboat Springs city,
	Colorado
801.	Sterling city, Colorado
802.	Superior town, Colorado
803.	Teller County, Colorado
804.	Wellington town, Colorado
805.	Yuma County, Colorado
806.	Bridgeport town / Bridgeport
	city, Connecticut *
807.	
007.	Bristol city / Bristol town.
007.	Bristol city / Bristol town, Connecticut *

808.	Danbury city / Danbury town,
	Connecticut *
809.	East Hartford town,
	Connecticut *
810.	Enfield town, Connecticut *
811.	Fairfield town, Connecticut *
812.	Glastonbury town,
012	Connecticut *
813.	Greenwich town, Connecticut
814.	Groton town, Connecticut *
815.	Hamden town, Connecticut *
816.	Hartford city / Hartford town,
010.	Connecticut *
817.	Manchester town, Connecticut
	*
818.	Meriden city / Meriden town,
	Connecticut *
819.	Middletown city / Middletown
	town, Connecticut *
820.	Milford city, Connecticut *
821.	Milford town, Connecticut *
822.	Naugatuck borough /
	Naugatuck town, Connecticut
823.	* New Britain town / New
623.	Britain city, Connecticut *
824.	New Haven town / New
021.	Haven city, Connecticut *
825.	Newington town, Connecticut
	*
826.	Norwalk city / Norwalk town,
	Connecticut *
827.	Norwich city / Norwich town,
	Connecticut *
828.	Shelton city / Shelton town,
	Connecticut *
829.	Southington town, Connecticut
830.	Stamford city / Stamford town,
850.	Connecticut *
831.	Stratford town, Connecticut *
832.	Torrington city / Torrington
	town, Connecticut *
833.	Trumbull town, Connecticut *
834.	Wallingford town, Connecticut
	*
835.	Waterbury city / Waterbury
	town, Connecticut *
836.	West Hartford town,
	Connecticut *
837.	West Haven city / West Haven
020	town, Connecticut *
838.	Ansonia town / Ansonia city,

Connecticut

839.	Avon town, Connecticut
840.	Berlin town, Connecticut
841.	Bethel town, Connecticut
842.	Bloomfield town, Connecticut
843.	Branford town, Connecticut
844.	Brookfield town, Connecticut
845.	Canton town, Connecticut
846.	Cheshire town, Connecticut
847.	Clinton town, Connecticut
848.	Colchester town, Connecticut
849.	Coventry town, Connecticut
850.	Cromwell town, Connecticut
851.	Darien town, Connecticut
852.	Derby city / Derby town,
	Connecticut
853.	East Hampton town,
	Connecticut
854.	East Haven town, Connecticut
855.	East Lyme town, Connecticut
856.	East Windsor town,
	Connecticut
857.	Ellington town, Connecticut
858.	Farmington town, Connecticut
859.	Granby town, Connecticut
860.	Griswold town, Connecticut
861.	Guilford town, Connecticut
862.	Killingly town, Connecticut
863.	Ledyard town, Connecticut
864.	Madison town, Connecticut
865.	Mansfield town, Connecticut
866.	Monroe town, Connecticut
867.	Montville town, Connecticut
868.	New Canaan town,
	Connecticut
869.	New Fairfield town,
	Connecticut
870.	New London city / New
	London town, Connecticut
871.	New Milford town,
	Connecticut
872.	Newtown town, Connecticut
873.	North Branford town,
	Connecticut
874.	North Haven town,
	Connecticut
875.	Old Saybrook town,
	Connecticut
876.	Orange town, Connecticut
877.	Oxford town, Connecticut
878.	Plainfield town, Connecticut
879.	Plainville town, Connecticut
880.	Plymouth town, Connecticut
881.	Ridgefield town, Connecticut
882.	Rocky Hill town, Connecticut
883.	Seymour town, Connecticut

884.	Simsbury town, Connecticut
885.	Somers town, Connecticut
886.	South Windsor town,
	Connecticut
887.	Southbury town, Connecticut
888.	Stafford town, Connecticut
889.	Stonington town, Connecticut
890.	Suffield town, Connecticut
891.	Tolland town, Connecticut
892.	Vernon town, Connecticut
893.	Waterford town, Connecticut
894.	Watertown town, Connecticut
895.	Weston town, Connecticut
896.	Westport town, Connecticut
897.	Wethersfield town,
000	Connecticut
898.	Wilton town, Connecticut
899.	Winchester town, Connecticut
900.	Windham town, Connecticut
901.	Windsor Locks town,
	Connecticut
902.	Windsor town, Connecticut
903.	Wolcott town, Connecticut
904.	Dover city, Delaware *
905.	Kent County, Delaware *
906.	New Castle County, Delaware
	*
907.	Newark city, Delaware *
908.	Sussex County, Delaware *
909.	Wilmington city, Delaware *
910.	Middletown town, Delaware
911.	Milford city, Delaware
912.	Smyrna town, Delaware
913.	Alachua County, Florida *
914.	Altamonte Springs city,
015	Florida *
915.	Apopka city, Florida *
916.	Aventura city, Florida *
917.	Bay County, Florida *
918.	Boca Raton city, Florida *
919.	Bonita Springs city, Florida *
920.	Boynton Beach city, Florida *
921.	Bradenton city, Florida *
922.	Brevard County, Florida *
923.	Broward County, Florida *
924.	Cape Coral city, Florida *
925.	Charlotte County, Florida *
926.	Citrus County, Florida *
927.	Clay County, Florida *
928.	Clearwater city, Florida *
929.	Clermont city, Florida *
930.	Coconut Creek city, Florida *
931.	Collier County, Florida *
932.	Columbia County, Florida *
933.	Cooper City city, Florida *

934. Coral Gables city, Florida * 935. Coral Springs city, Florida * 936. Cutler Bay town, Florida * 937. Dania Beach city, Florida * 938. Davie town, Florida * 939. Daytona Beach city, Florida * 940. Deerfield Beach city, Florida * 941. DeLand city, Florida * 942. Delray Beach city, Florida * 943. Deltona city, Florida * 944. DeSoto County, Florida * 945. Doral city, Florida * 946. Dunedin city, Florida * 947. Duval County / Jacksonville city, Florida * 948. Escambia County, Florida * 949. Estero village, Florida * 950. Flagler County, Florida * 951. Fort Lauderdale city, Florida * 952. Fort Myers city, Florida * 953. Fort Pierce city, Florida * 954. Gadsden County, Florida * 955. Gainesville city, Florida * 956. Greenacres city, Florida * 957. Hallandale Beach city, Florida 958. Hendry County, Florida * 959. Hernando County, Florida * 960. Hialeah city, Florida * 961. Highlands County, Florida * 962. Hillsborough County, Florida 963. Hollywood city, Florida * 964. Homestead city, Florida * 965. Indian River County, Florida * 966. Jackson County, Florida * 967. Jupiter town, Florida * 968. Kissimmee city, Florida * 969. Lake County, Florida * 970. Lake Worth city, Florida * 971. Lakeland city, Florida * 972. Largo city, Florida * 973. Lauderdale Lakes city, Florida 974. Lauderhill city, Florida * 975. Lee County, Florida * 976. Leon County, Florida * 977. Levy County, Florida * 978. Manatee County, Florida * 979. Margate city, Florida *

- 982. Melbourne city, Florida *
- 983. Miami Beach city, Florida *
- 984. Miami city, Florida *

985. Miami Gardens city, Florida * 986. Miami Lakes town, Florida * 987. Miami-Dade County, Florida * 988. Miramar city, Florida * 989. Monroe County, Florida * 990. Nassau County, Florida * 991. North Lauderdale city, Florida 992. North Miami Beach city, Florida * 993. North Miami city, Florida * 994. North Port city, Florida * 995. Oakland Park city, Florida * 996. Ocala city, Florida * 997. Ocoee city, Florida * 998. Okaloosa County, Florida * 999. Okeechobee County, Florida * 1000. Orange County, Florida * 1001. Orlando city, Florida * 1002. Ormond Beach city, Florida * 1003. Osceola County, Florida * 1004. Oviedo city, Florida * 1005. Palm Bay city, Florida * 1006. Palm Beach County, Florida * 1007. Palm Beach Gardens city, Florida * 1008. Palm Coast city, Florida * 1009. Panama City city, Florida * 1010. Parkland city, Florida * 1011. Pasco County, Florida * 1012. Pembroke Pines city, Florida * 1013. Pensacola city, Florida * 1014. Pinellas County, Florida * 1015. Pinellas Park city, Florida * 1016. Plant City city, Florida * 1017. Plantation city, Florida * 1018. Polk County, Florida * 1019. Pompano Beach city, Florida * 1020. Port Orange city, Florida * 1021. Port St. Lucie city, Florida * 1022. Putnam County, Florida * 1023. Riviera Beach city, Florida * 1024. Royal Palm Beach village, Florida * 1025. Sanford city, Florida * 1026. Santa Rosa County, Florida * 1027. Sarasota city, Florida * 1028. Sarasota County, Florida * 1029. Seminole County, Florida * 1030. St. Cloud city, Florida * 1031. St. Johns County, Florida * 1032. St. Lucie County, Florida * 1033. St. Petersburg city, Florida * 1034. Sumter County, Florida * 1035. Sunrise city, Florida *

1036. Suwannee County, Florida * 1037. Tallahassee city, Florida * 1038. Tamarac city, Florida * 1039. Tampa city, Florida * 1040. Titusville city, Florida * 1041. Volusia County, Florida * 1042. Wakulla County, Florida * 1043. Walton County, Florida * 1044. Wellington village, Florida * 1045. West Palm Beach city, Florida 1046. Weston city, Florida * 1047. Winter Garden city, Florida * 1048. Winter Haven city, Florida * 1049. Winter Park city, Florida * 1050. Winter Springs city, Florida * 1051. Atlantic Beach city, Florida 1052. Auburndale city, Florida 1053. Avon Park city, Florida 1054. Baker County, Florida 1055. Bartow city, Florida 1056. Belle Glade city, Florida 1057. Bradford County, Florida 1058. Calhoun County, Florida 1059. Callaway city, Florida 1060. Cape Canaveral city, Florida 1061. Casselberry city, Florida 1062. Cocoa Beach city, Florida 1063. Cocoa city, Florida 1064. Crestview city, Florida 1065. DeBary city, Florida 1066. Destin city, Florida 1067. Dixie County, Florida 1068. Edgewater city, Florida 1069. Eustis city, Florida 1070. Fernandina Beach city, Florida 1071. Florida City city, Florida 1072. Fort Walton Beach city, Florida 1073. Franklin County, Florida 1074. Fruitland Park city, Florida 1075. Gilchrist County, Florida 1076. Glades County, Florida 1077. Groveland city, Florida 1078. Gulf County, Florida Gulfport city, Florida 1079. 1080. Haines City city, Florida 1081. Hamilton County, Florida 1082. Hardee County, Florida 1083. Hialeah Gardens city, Florida 1084. Holly Hill city, Florida 1085. Holmes County, Florida 1086. Jacksonville Beach city, Florida Jefferson County, Florida 1087.

1088. Key Biscayne village, Florida 1089. Key West city, Florida 1090. Lady Lake town, Florida 1091. Lake City city, Florida 1092. Lake Mary city, Florida 1093. Lake Wales city, Florida 1094. Lantana town, Florida 1095. Leesburg city, Florida 1096. Lighthouse Point city, Florida 1097. Longwood city, Florida 1098. Lvnn Haven city, Florida 1099. Madison County, Florida 1100. Maitland city, Florida 1101. Marco Island city, Florida 1102. Miami Shores village, Florida 1103. Miami Springs city, Florida 1104. Milton city, Florida 1105. Minneola city, Florida 1106. Mount Dora city, Florida 1107. Naples city, Florida 1108. New Port Richey city, Florida 1109. New Smyrna Beach city, Florida 1110. Niceville city. Florida 1111. North Palm Beach village, Florida 1112. Oldsmar city, Florida 1113. Opa-locka city, Florida 1114. Orange City city, Florida 1115. Palatka city, Florida 1116. Palm Springs village, Florida 1117. Palmetto Bay village, Florida 1118. Palmetto city, Florida 1119. Panama City Beach city, Florida 1120. Pinecrest village, Florida 1121. Punta Gorda city, Florida 1122. Rockledge city, Florida 1123. Safety Harbor city, Florida 1124. Satellite Beach city, Florida Sebastian city, Florida 1125. 1126. Sebring city, Florida 1127. Seminole city, Florida 1128. South Daytona city, Florida 1129. South Miami city, Florida St. Augustine city, Florida 1130. 1131. Stuart city, Florida 1132. Sunny Isles Beach city, Florida 1133. Sweetwater city, Florida 1134. Tarpon Springs city, Florida 1135. Tavares city, Florida 1136. Taylor County, Florida 1137. Temple Terrace city, Florida 1138. Union County, Florida

1139. Venice city, Florida 1140. Vero Beach city, Florida 1141. Washington County, Florida 1142. West Melbourne city, Florida West Park city, Florida 1143. 1144. Wilton Manors city, Florida 1145. Zephyrhills city, Florida 1146. Albany city, Georgia * 1147. Alpharetta city, Georgia * 1148. Athens-Clarke County unified government, Georgia * 1149. Atlanta city, Georgia * 1150. Augusta-Richmond County consolidated government, Georgia * 1151. Baldwin County, Georgia * 1152. Barrow County, Georgia * Bartow County, Georgia * 1153. 1154. Brookhaven city, Georgia * 1155. Bryan County, Georgia * 1156. Bulloch County, Georgia * 1157. Camden County, Georgia * 1158. Canton city, Georgia * 1159. Carroll County, Georgia * 1160. Catoosa County, Georgia * 1161. Chamblee city, Georgia * 1162. Chatham County, Georgia * 1163. Cherokee County, Georgia * 1164. Clayton County, Georgia * 1165. Cobb County, Georgia * 1166. Coffee County, Georgia * 1167. Colquitt County, Georgia * 1168. Columbia County, Georgia * 1169. Columbus city, Georgia * 1170. Coweta County, Georgia * 1171. Dalton city, Georgia * 1172. DeKalb County, Georgia * 1173. Dougherty County, Georgia * 1174. Douglas County, Georgia * 1175. Douglasville city, Georgia * 1176. Dunwoody city, Georgia * 1177. East Point city, Georgia * 1178. Effingham County, Georgia * 1179. Fayette County, Georgia * 1180. Floyd County, Georgia * 1181. Forsyth County, Georgia * 1182. Fulton County, Georgia * 1183. Gainesville city, Georgia * 1184. Gilmer County, Georgia * 1185. Glynn County, Georgia * 1186. Gordon County, Georgia * 1187. Gwinnett County, Georgia * Habersham County, Georgia * 1188. 1189. Hall County, Georgia * 1190. Harris County, Georgia *

1191. Henry County, Georgia * 1192. Hinesville city, Georgia * 1193. Houston County, Georgia * 1194. Jackson County, Georgia * 1195. Johns Creek city, Georgia * 1196. Kennesaw city, Georgia * 1197. LaGrange city, Georgia * 1198. Laurens County, Georgia * 1199. Lawrenceville city, Georgia * 1200. Liberty County, Georgia * 1201. Lowndes County, Georgia * 1202. Lumpkin County, Georgia * 1203. Macon-Bibb County, Georgia 1204. Marietta city, Georgia * 1205. Milton city, Georgia * 1206. Murray County, Georgia * 1207. Newnan city, Georgia * 1208. Newton County, Georgia * 1209. Oconee County, Georgia * 1210. Paulding County, Georgia * 1211. Peachtree City city, Georgia * 1212. Peachtree Corners city, Georgia * 1213. Pickens County, Georgia * 1214. Polk County, Georgia * 1215. Rockdale County, Georgia * 1216. Rome city, Georgia * 1217. Roswell city, Georgia * 1218. Sandy Springs city, Georgia * 1219. Savannah city, Georgia * 1220. Smyrna city, Georgia * 1221. South Fulton city, Georgia * 1222. Spalding County, Georgia * 1223. Statesboro city, Georgia * 1224. Stonecrest city, Georgia * 1225. Thomas County, Georgia * 1226. Tift County, Georgia * 1227. Troup County, Georgia * 1228. Tucker city, Georgia * 1229. Valdosta city, Georgia * 1230. Walker County, Georgia * 1231. Walton County, Georgia * 1232. Ware County, Georgia * 1233. Warner Robins city, Georgia * 1234. White County, Georgia * 1235. Whitfield County, Georgia * 1236. Woodstock city, Georgia * 1237. Acworth city, Georgia 1238. Americus city, Georgia 1239. Appling County, Georgia 1240. Bacon County, Georgia 1241. Bainbridge city, Georgia 1242. Banks County, Georgia 1243. Ben Hill County, Georgia

1244. Berrien County, Georgia 1245. Bleckley County, Georgia 1246. Brantley County, Georgia 1247. Braselton town, Georgia 1248. Brooks County, Georgia 1249. Brunswick city, Georgia 1250. Buford city, Georgia 1251. Burke County, Georgia 1252. Butts County, Georgia 1253. Calhoun city, Georgia 1254. Candler County, Georgia 1255. Carrollton city, Georgia 1256. Cartersville city, Georgia 1257. Charlton County, Georgia 1258. Chattooga County, Georgia 1259. Clarkston city, Georgia 1260. College Park city, Georgia 1261. Conyers city, Georgia 1262. Cook County, Georgia 1263. Cordele city, Georgia 1264. Covington city, Georgia 1265. Crawford County, Georgia 1266. Crisp County, Georgia 1267. Cusseta-Chattahoochee County unified government, Georgia 1268. Dade County, Georgia 1269. Dallas city, Georgia 1270. Dawson County, Georgia 1271. Decatur city, Georgia 1272. Decatur County, Georgia 1273. Dodge County, Georgia Dooly County, Georgia 1274. 1275. Doraville city, Georgia 1276. Douglas city, Georgia 1277. Dublin city, Georgia 1278. Duluth city, Georgia 1279. Early County, Georgia 1280. Elbert County, Georgia 1281. Emanuel County, Georgia 1282. Evans County, Georgia 1283. Fairburn city, Georgia 1284. Fannin County, Georgia 1285. Fayetteville city, Georgia 1286. Forest Park city, Georgia 1287. Franklin County, Georgia 1288. Grady County, Georgia 1289. Greene County, Georgia 1290. Griffin city, Georgia 1291. Grovetown city, Georgia 1292. Haralson County, Georgia 1293. Hart County, Georgia 1294. Heard County, Georgia 1295. Holly Springs city, Georgia

1296.

Jasper County, Georgia

1297. Jeff Davis County, Georgia 1298. Jefferson city, Georgia 1299. Jefferson County, Georgia 1300. Jones County, Georgia 1301. Kingsland city, Georgia 1302. Lamar County, Georgia 1303. Lanier County, Georgia 1304. Lee County, Georgia 1305. Lilburn city, Georgia 1306. Loganville city, Georgia 1307. Long County, Georgia 1308. Macon County, Georgia 1309. Madison County, Georgia 1310. McDonough city, Georgia 1311. McDuffie County, Georgia 1312. McIntosh County, Georgia 1313. Meriwether County, Georgia Milledgeville city, Georgia 1314. 1315. Mitchell County, Georgia 1316. Monroe city, Georgia 1317. Monroe County, Georgia 1318. Morgan County, Georgia 1319. Moultrie city, Georgia 1320. Norcross city, Georgia 1321. Oglethorpe County, Georgia 1322. Peach County, Georgia 1323. Perry city, Georgia 1324. Pierce County, Georgia 1325. Pike County, Georgia 1326. Pooler city, Georgia 1327. Powder Springs city, Georgia 1328. Pulaski County, Georgia 1329. Putnam County, Georgia 1330. Rabun County, Georgia 1331. Richmond Hill city, Georgia 1332. Rincon city, Georgia 1333. Riverdale city, Georgia 1334. Screven County, Georgia 1335. Snellville city, Georgia 1336. St. Marys city, Georgia 1337. Stephens County, Georgia 1338. Stockbridge city, Georgia 1339. Sugar Hill city, Georgia 1340. Sumter County, Georgia 1341. Suwanee city, Georgia 1342. Tattnall County, Georgia 1343. Telfair County, Georgia 1344. Thomasville city, Georgia 1345. Tifton city, Georgia 1346. Toombs County, Georgia 1347. Towns County, Georgia 1348. Union City city, Georgia 1349. Union County, Georgia 1350. Upson County, Georgia 1351. Vidalia city, Georgia

1352. Villa Rica city, Georgia 1353. Washington County, Georgia 1354. Waycross city, Georgia 1355. Wayne County, Georgia 1356. Winder city, Georgia 1357. Worth County, Georgia 1358. Hawaii County, Hawaii * Honolulu County, Hawaii * 1359. 1360. Kauai County, Hawaii * 1361. Maui County, Hawaii * 1362. Ada County, Idaho * 1363. Bannock County, Idaho * 1364. Bingham County, Idaho * 1365. Boise City city, Idaho * 1366. Bonner County, Idaho * 1367. Bonneville County, Idaho * 1368. Caldwell city, Idaho * 1369. Canyon County, Idaho * 1370. Coeur d'Alene city, Idaho * 1371. Idaho Falls city, Idaho * 1372. Kootenai County, Idaho * 1373. Latah County, Idaho * 1374. Lewiston city, Idaho * 1375. Madison County, Idaho * 1376. Meridian city, Idaho * 1377. Nampa city, Idaho * 1378. Nez Perce County, Idaho * 1379. Pocatello city, Idaho * 1380. Post Falls city, Idaho * 1381. Twin Falls city, Idaho * 1382. Twin Falls County, Idaho * 1383. Ammon city, Idaho 1384. Blackfoot city, Idaho 1385. Blaine County, Idaho 1386. Boundary County, Idaho 1387. Burley city, Idaho 1388. Cassia County, Idaho 1389. Chubbuck city, Idaho 1390. Eagle city, Idaho 1391. Elmore County, Idaho 1392. Franklin County, Idaho 1393. Fremont County, Idaho 1394. Garden City city, Idaho 1395. Gem County, Idaho 1396. Gooding County, Idaho 1397. Hayden city, Idaho 1398. Idaho County, Idaho 1399. Jefferson County, Idaho 1400. Jerome city, Idaho 1401. Jerome County, Idaho 1402. Kuna city, Idaho 1403. Minidoka County, Idaho 1404. Moscow city, Idaho 1405. Mountain Home city, Idaho 1406. Owyhee County, Idaho

1407. Payette County, Idaho 1408. Rexburg city, Idaho 1409. Shoshone County, Idaho 1410. Star city, Idaho 1411. Teton County, Idaho 1412. Valley County, Idaho 1413. Washington County, Idaho 1414. Adams County, Illinois * 1415. Addison township, Illinois * 1416. Addison village, Illinois * Algonquin township, Illinois * 1417. 1418. Algonquin village, Illinois * 1419. Arlington Heights village, Illinois * 1420. Aurora city, Illinois * 1421. Aurora township, Illinois * 1422. Avon township, Illinois * 1423. Bartlett village, Illinois * 1424. Batavia township, Illinois * 1425. Belleville city, Illinois * 1426. Berwyn city, Illinois * 1427. Berwyn township, Illinois * 1428. Bloom township, Illinois * 1429. Bloomingdale township, Illinois * 1430. Bloomington city, Illinois * 1431. Bloomington City township, Illinois * 1432. Bolingbrook village, Illinois * 1433. Boone County, Illinois * 1434. Bourbonnais township, Illinois 1435. Bremen township, Illinois * 1436. Bristol township, Illinois * 1437. Buffalo Grove village, Illinois 1438. Bureau County, Illinois * 1439. Calumet City city, Illinois * 1440. Capital township, Illinois * 1441. Carol Stream village, Illinois * 1442. Carpentersville village, Illinois 1443. Caseyville township, Illinois * 1444. Champaign city, Illinois * 1445. Champaign City township, Illinois * 1446. Champaign County, Illinois * 1447. Chicago city, Illinois * 1448. Christian County, Illinois * 1449. Cicero town / Cicero township, Illinois * 1450. Clinton County, Illinois * 1451. Coles County, Illinois * 1452. Collinsville township, Illinois

1453.	Cook County, Illinois *
1454.	Crystal Lake city, Illinois *
1455.	Cunningham township, Illinois *
1456.	Danville city, Illinois *
1457.	Decatur city, Illinois *
1458.	Decatur township, Illinois *
1459.	DeKalb city, Illinois *
1460.	DeKalb County, Illinois *
1461.	DeKalb township, Illinois *
1462.	Des Plaines city, Illinois *
1463.	Downers Grove township, Illinois *
1464.	Downers Grove village,
	Illinois *
1465.	Du Page township, Illinois *
1466.	Dundee township, Illinois *
1467.	DuPage County, Illinois *
1468.	Edwardsville township,
	Illinois *
1469.	Effingham County, Illinois *
1470.	Ela township, Illinois *
1471.	Elgin city, Illinois *
1472.	Elgin township, Illinois *
1473.	Elk Grove township, Illinois *
1474.	Elk Grove Village village,
1475	Illinois *
1475.	Elmhurst city, Illinois *
1476. 1477.	Evanston city, Illinois * Frankfort township, Illinois *
1477.	Franklin County, Illinois *
1479.	Fremont township, Illinois *
1480.	Fulton County, Illinois *
1481.	Galesburg city, Illinois *
1482.	Galesburg City township,
1.021	Illinois *
1483.	Glendale Heights village,
	Illinois *
1484.	Glenview village, Illinois *
1485.	Grafton township, Illinois *
1486.	Grundy County, Illinois *
1487.	Gurnee village, Illinois *
1488.	Hanover Park village, Illinois *
1489.	Hanover township, Illinois *
1490.	Harlem township, Illinois *
1491.	Henry County, Illinois *
1492.	Hoffman Estates village,
	Illinois *
1493.	Homer township, Illinois *
1494.	Jackson County, Illinois *
1495.	Jefferson County, Illinois *
1496.	Joliet city, Illinois *
1497.	Joliet township, Illinois *
1498.	Kane County, Illinois *

1499.	Kankakee County, Illinois *
1500.	Kendall County, Illinois *
1501.	Knox County, Illinois *
1502.	Lake County, Illinois *
1503.	Lake Villa township, Illinois *
1504.	LaSalle County, Illinois *
1505.	Lee County, Illinois *
1506.	Leyden township, Illinois *
1507.	Libertyville township, Illinois *
1508.	Lisle township, Illinois *
1509.	Livingston County, Illinois *
1510.	Lockport township, Illinois *
1511.	Lombard village, Illinois *
1512.	Lyons township, Illinois *
1513.	Macon County, Illinois *
1514.	Macoupin County, Illinois *
1515.	Madison County, Illinois *
1516.	Maine township, Illinois *
1517.	Marion County, Illinois *
1518.	McHenry County, Illinois *
1519.	McHenry township, Illinois *
1520.	McLean County, Illinois *
1521.	Milton township, Illinois *
1522.	Moline city, Illinois *
1523. 1524. 1525. 1526. 1527.	Monroe County, Illinois * Moraine township, Illinois * Morgan County, Illinois * Mount Prospect village, Illinois * Mundelein village, Illinois *
1528. 1529. 1530.	Naperville city, Illinois * Naperville township, Illinois * New Lenox township, Illinois * New Trier township, Illinois *
1532.	Niles township, Illinois *
1533.	Normal town, Illinois *
1534.	Normal township, Illinois *
1535.	Northbrook village, Illinois *
1536.	Northfield township, Illinois *
1537.	Nunda township, Illinois *
1538.	Oak Lawn village, Illinois *
1539.	Oak Park township, Illinois *
1540.	Oak Park village, Illinois *
1541.	Ogle County, Illinois *
1542.	Orland Park village, Illinois *
1543.	Orland township, Illinois *
1544. 1545. 1546. 1547. 1548. 1549. 1550.	Oswego township, Illinois * Oswego village, Illinois * Palatine township, Illinois * Palos township, Illinois * Park Ridge city, Illinois * Pekin city, Illinois *

Peoria city, Illinois * 1551. 1552. Peoria City township, Illinois 1553. Peoria County, Illinois * 1554. Plainfield township, Illinois * 1555. Plainfield village, Illinois * 1556. Proviso township, Illinois * 1557. Quincy city, Illinois * 1558. Ouincy township, Illinois * 1559. Randolph County, Illinois * Rich township, Illinois * 1560. 1561. Rock Island city, Illinois * Rock Island County, Illinois * 1562. 1563. Rockford city, Illinois * 1564. Rockford township, Illinois * 1565. Romeoville village, Illinois * 1566. Sangamon County, Illinois * 1567. Schaumburg township, Illinois 1568. Schaumburg village, Illinois * 1569. Shields township, Illinois * 1570. Skokie village, Illinois * 1571. South Moline township, Illinois * Springfield city, Illinois * 1572. 1573. St. Charles city, Illinois * 1574. St. Charles township, Illinois * 1575. St. Clair County, Illinois * 1576. St. Clair township, Illinois * 1577. Stephenson County, Illinois * 1578. Stickney township, Illinois * 1579. Streamwood village, Illinois * 1580. Tazewell County, Illinois * 1581. Thornton township, Illinois * 1582. Tinley Park village, Illinois * 1583. Troy township, Illinois * 1584. Urbana city, Illinois * Vermilion County, Illinois * 1585. 1586. Vernon township, Illinois * 1587. Warren township, Illinois * 1588. Waukegan city, Illinois * 1589. Waukegan township, Illinois * 1590. Wayne township, Illinois * 1591. West Deerfield township, Illinois * Wheatland township, Illinois * 1592. 1593. Wheaton city, Illinois * 1594. Wheeling township, Illinois * 1595. Wheeling village, Illinois * 1596. Whiteside County, Illinois * 1597. Will County, Illinois * 1598. Williamson County, Illinois * 1599. Winfield township, Illinois *

1600. Winnebago County, Illinois *

1601.	Wood River township, Illinois
1602.	Woodford County, Illinois *
1603.	Woodridge village, Illinois *
1604.	Worth township, Illinois *
1605.	York township, Illinois *
1606.	Alsip village, Illinois
1607.	Alton city, Illinois
1608.	Alton township, Illinois
1609.	Antioch township, Illinois
1610.	Antioch village, Illinois
1611.	Aux Sable township, Illinois
1612.	Barrington township, Illinois
1613.	Barrington village, Illinois
1614.	Batavia city, Illinois
1615.	Beach Park village, Illinois
1616.	Bellwood village, Illinois
1617.	Belvidere city, Illinois
1618.	Belvidere township, Illinois
1619.	Bensenville village, Illinois
1620.	Benton township, Illinois
1621.	Blackberry township, Illinois
1622.	Bloomingdale village, Illinois
1623.	Blue Island city, Illinois
1624.	Bond County, Illinois
1625.	Bourbonnais village, Illinois
1626.	Bradley village, Illinois
1627.	Bridgeview village, Illinois
1628.	Brookfield village, Illinois
1629.	Bruce township, Illinois
1630.	Burbank city, Illinois
1631.	Burr Ridge village, Illinois
1632.	Cahokia village, Illinois
1633.	Calumet township, Illinois
1634.	Campton Hills village, Illinois
1635.	Campton township, Illinois
1636.	Canton city, Illinois
1637.	Canton township, Illinois
1638.	Carbondale city, Illinois
1639.	Carbondale township, Illinois
1640.	Carroll County, Illinois
1641.	Cary village, Illinois
1642.	Cass County, Illinois
1643.	Centralia city, Illinois
1644.	Centralia township, Illinois
1645.	Centreville township, Illinois
1646.	Champaign township, Illinois
1647.	Channahon township, Illinois
1648.	Channahon village, Illinois
1649.	Charleston city, Illinois
1650.	Charleston township, Illinois
1651.	Chatham village, Illinois
1652.	Cherry Valley township,
1002.	Illinois
1653.	Chicago Heights city, Illinois
1055.	chieugo riergino eny, minors

1654. Chicago Ridge village, Illinois 1655. Clark County, Illinois 1656. Clay County, Illinois 1657. Collinsville city, Illinois 1658. Coloma township, Illinois 1659. Columbia city, Illinois 1660. Cortland township, Illinois 1661. Country Club Hills city, Illinois 1662. Crawford County, Illinois Crest Hill city. Illinois 1663. 1664. Crestwood village, Illinois 1665. Crete township, Illinois 1666. Cuba township, Illinois 1667. Cumberland County, Illinois 1668. Danville township, Illinois 1669. Darien city, Illinois 1670. De Witt County, Illinois 1671. Deerfield village, Illinois 1672. Dixon city, Illinois 1673. Dixon township, Illinois 1674. Dolton village, Illinois 1675. Dorr township, Illinois 1676. Douglas County, Illinois 1677. Douglas township, Illinois 1678. East Moline city, Illinois 1679. East Peoria city, Illinois 1680. East St. Louis city, Illinois 1681. East St. Louis township, Illinois 1682. Edgar County, Illinois 1683. Edwardsville city, Illinois 1684. Effingham city, Illinois 1685. Elmwood Park village, Illinois 1686. Evergreen Park village, Illinois 1687. Fairview Heights city, Illinois 1688. Fayette County, Illinois 1689. Flagg township, Illinois 1690. Fondulac township, Illinois 1691. Ford County, Illinois 1692. Forest Park village, Illinois 1693. Fox Lake village, Illinois 1694. Frankfort village, Illinois 1695. Franklin Park village, Illinois 1696. Freeport city, Illinois 1697. Freeport township, Illinois 1698. Geneva city, Illinois 1699. Geneva township, Illinois 1700. Glen Carbon village, Illinois 1701. Glen Ellyn village, Illinois 1702. Godfrey township, Illinois 1703. Godfrey village, Illinois 1704. Granite City city, Illinois 1705. Granite City township, Illinois

1706. Grant township, Illinois 1707. Grayslake village, Illinois 1708. Greene County, Illinois 1709. Greenwood township, Illinois 1710. Groveland township, Illinois 1711. Hampton township, Illinois 1712. Hancock County, Illinois 1713. Harrisburg township, Illinois 1714. Harvey city, Illinois 1715. Hazel Crest village, Illinois 1716. Herrin city, Illinois 1717. Hickory Hills city, Illinois 1718. Hickory Point township, Illinois 1719. Highland Park city, Illinois 1720. Hinsdale village, Illinois 1721. Homer Glen village, Illinois 1722. Homewood village, Illinois 1723. Huntley village, Illinois 1724. Iroquois County, Illinois 1725. Jacksonville city, Illinois 1726. Jarvis township, Illinois 1727. Jersey County, Illinois Jo Daviess County, Illinois 1728. 1729. Johnson County, Illinois 1730. Justice village, Illinois 1731. Kankakee city, Illinois 1732. Kankakee township, Illinois 1733. Kewanee city, Illinois 1734. La Grange Park village, Illinois 1735. La Grange village, Illinois 1736. Lake Forest city, Illinois 1737. Lake in the Hills village, Illinois 1738. Lake Zurich village, Illinois 1739. Lansing village, Illinois 1740. LaSalle township, Illinois 1741. Lawrence County, Illinois 1742. Lemont township, Illinois 1743. Lemont village, Illinois 1744. Libertyville village, Illinois 1745. Limestone township, Illinois 1746. Lincoln city, Illinois 1747. Lincolnwood village, Illinois 1748. Lindenhurst village, Illinois 1749. Lisle village, Illinois 1750. Little Rock township, Illinois 1751. Lockport city, Illinois 1752. Logan County, Illinois 1753. Long Creek township, Illinois 1754. Loves Park city, Illinois 1755. Lyons village, Illinois

Macomb city, Illinois 1757. 1758. Macomb City township, Illinois 1759. Mahomet township, Illinois 1760. Manhattan township, Illinois 1761. Manteno township, Illinois 1762. Marion city, Illinois Markham city, Illinois 1763. 1764. Marshall County, Illinois 1765. Mason County, Illinois 1766. Massac County, Illinois 1767. Matteson village, Illinois 1768. Mattoon city, Illinois 1769. Mattoon township, Illinois 1770. Maywood village, Illinois 1771. McDonough County, Illinois 1772. McHenry city, Illinois 1773. Medina township, Illinois 1774. Melrose Park village, Illinois 1775. Menard County, Illinois 1776. Mercer County, Illinois 1777. Midlothian village, Illinois 1778. Minooka village, Illinois 1779. Mokena village, Illinois 1780. Moline township, Illinois Monee township, Illinois 1781. 1782. Montgomery County, Illinois 1783. Montgomery village, Illinois 1784. Morris city, Illinois 1785. Morton Grove village, Illinois 1786. Morton township, Illinois 1787. Morton village, Illinois 1788. Moultrie County, Illinois 1789. Mount Vernon city, Illinois 1790. Mount Vernon township, Illinois 1791. Nameoki township, Illinois 1792. New Lenox village, Illinois 1793. Newell township, Illinois 1794. Niles village, Illinois 1795. Norridge village, Illinois 1796. North Aurora village, Illinois 1797. North Chicago city, Illinois 1798. Northlake city, Illinois 1799. Norwood Park township, Illinois 1800. O'Fallon city, Illinois 1801. O'Fallon township, Illinois 1802. Oak Forest city, Illinois 1803. Ottawa city, Illinois 1804. Ottawa township, Illinois 1805. Palos Heights city, Illinois 1806. Palos Hills city, Illinois 1807. Park Forest village, Illinois 1808. Pekin township, Illinois

1809. Perry County, Illinois 1810. Peru township, Illinois 1811. Piatt County, Illinois 1812. Pike County, Illinois 1813. Plano city, Illinois 1814. Pontiac city, Illinois 1815. Pontiac township, Illinois 1816. Prospect Heights city, Illinois 1817. Rantoul township, Illinois 1818. Rantoul village, Illinois 1819. Richland County, Illinois 1820. Richton Park village, Illinois 1821. River Forest township, Illinois 1822. River Forest village, Illinois 1823. Riverdale village, Illinois 1824. Riverside township, Illinois 1825. Rock Island township, Illinois 1826. Rockton township, Illinois 1827. Rolling Meadows city, Illinois 1828. Roscoe township, Illinois 1829. Roscoe village, Illinois 1830. Roselle village, Illinois 1831. Round Lake Beach village, Illinois 1832. Round Lake village, Illinois Rutland township, Illinois 1833. 1834. Saline County, Illinois 1835. Sauk Village village, Illinois 1836. Schiller Park village, Illinois 1837. Shelby County, Illinois 1838. Shiloh Valley township, Illinois 1839. Shiloh village, Illinois 1840. Shorewood village, Illinois 1841. South Elgin village, Illinois 1842. South Holland village, Illinois 1843. South Rock Island township, Illinois 1844. Sterling city, Illinois 1845. Sterling township, Illinois 1846. Streator city, Illinois 1847. Sugar Grove township, Illinois 1848. Summit village, Illinois 1849. Swansea village, Illinois 1850. Sycamore city, Illinois 1851. Sycamore township, Illinois 1852. Taylorville city, Illinois 1853. Taylorville township, Illinois 1854. Troy city, Illinois 1855. Union County, Illinois 1856. Vernon Hills village, Illinois 1857. Villa Park village, Illinois 1858. Wabash County, Illinois 1859. Warren County, Illinois Warrenville city, Illinois 1860.

1861. Washington city, Illinois 1862. Washington County, Illinois 1863. Washington township, Illinois 1864. Waterloo city, Illinois 1865. Wauconda township, Illinois 1866. Wauconda village, Illinois 1867. Wayne County, Illinois 1868. West Chicago city, Illinois 1869. Westchester village, Illinois 1870. Western Springs village, Illinois 1871. Westmont village, Illinois White County, Illinois 1872. 1873. Wilmette village, Illinois 1874. Winnetka village, Illinois 1875. Wood Dale city, Illinois 1876. Wood River city, Illinois 1877. Woodside township, Illinois 1878. Woodstock city, Illinois 1879. Worth village, Illinois Yorkville city, Illinois 1880. 1881. Zion city, Illinois 1882. Zion township, Illinois Aboite township, Indiana * 1883. 1884. Adams County, Indiana * 1885. Adams township, Indiana * Allen County, Indiana * 1886. 1887. Anderson city, Indiana * 1888. Anderson township, Indiana * 1889. Bartholomew County, Indiana 1890. Bloomington city, Indiana * 1891. Bloomington township, Indiana * 1892. Boone County, Indiana * 1893. Calumet township, Indiana * 1894. Carmel city, Indiana * 1895. Cass County, Indiana * 1896. Center township, Indiana * 1897. Center township, Indiana * 1898. Center township, Indiana * 1899. Center township, Indiana * 1900. Center township, Indiana * 1901. Center township, Indiana * 1902. Clark County, Indiana * 1903. Clay township, Indiana * 1904. Clay township, Indiana * 1905. Clinton County, Indiana * 1906. Columbus city, Indiana * 1907. Columbus township, Indiana * 1908. Concord township, Indiana * 1909. Crown Point city, Indiana * 1910. Daviess County, Indiana * 1911. Dearborn County, Indiana * 1912. Decatur township, Indiana *

Attachment: Opioid Litigation-Final Distributor Settlement Agreement (Resolution-MOA for Distribution of Opioid Settlement Funds)

12.c

DeKalb County, Indiana * 1913. 1914. Delaware County, Indiana * 1915. Delaware township, Indiana * 1916. Dubois County, Indiana * 1917. Elkhart city, Indiana * 1918. Elkhart County, Indiana * 1919. Elkhart township, Indiana * 1920. Evansville city, Indiana * 1921. Fairfield township, Indiana * 1922. Fall Creek township, Indiana * 1923. Fishers city, Indiana * 1924. Floyd County, Indiana * 1925. Fort Wayne city, Indiana * 1926. Franklin township, Indiana * 1927. Gary city, Indiana * 1928. Gibson County, Indiana * 1929. Goshen city, Indiana * 1930. Grant County, Indiana * Greene County, Indiana * 1931. 1932. Greenwood city, Indiana * 1933. Guilford township, Indiana * 1934. Hamilton County, Indiana * 1935. Hammond city, Indiana * 1936. Hancock County, Indiana * 1937. Harrison County, Indiana * 1938. Harrison township, Indiana * 1939. Hendricks County, Indiana * 1940. Henry County, Indiana * 1941. Hobart township, Indiana * 1942. Howard County, Indiana * Huntington County, Indiana * 1943. 1944. Jackson County, Indiana * 1945. Jasper County, Indiana * 1946. Jefferson County, Indiana * 1947. Jeffersonville city, Indiana * 1948. Jeffersonville township, Indiana * 1949. Johnson County, Indiana * 1950. Knight township, Indiana * 1951. Knox County, Indiana * 1952. Kokomo city, Indiana * 1953. Kosciusko County, Indiana * 1954. Lafayette city, Indiana * 1955. LaGrange County, Indiana * 1956. Lake County, Indiana * 1957. LaPorte County, Indiana * 1958. Lawrence city, Indiana * 1959. Lawrence County, Indiana * 1960. Lawrence township, Indiana * 1961. Lincoln township, Indiana * 1962. Madison County, Indiana * 1963. Marion County / Indianapolis city, Indiana * 1964. Marshall County, Indiana * 1965. Merrillville town, Indiana *

1966. Miami County, Indiana * 1967. Michigan City city, Indiana * 1968. Mishawaka city, Indiana * 1969. Monroe County, Indiana * 1970. Montgomery County, Indiana 1971. Morgan County, Indiana * 1972. Muncie city, Indiana * 1973. New Albany city, Indiana * 1974. New Albany township, Indiana * 1975. Noble County, Indiana * 1976. Noblesville city, Indiana * 1977. Noblesville township, Indiana 1978. North township, Indiana * 1979. Ohio township, Indiana * 1980. Penn township, Indiana * 1981. Perry township, Indiana * 1982. Perry township, Indiana * 1983. Perry township, Indiana * 1984. Pike township, Indiana * 1985. Plainfield town, Indiana * 1986. Pleasant township, Indiana * 1987. Portage city, Indiana * 1988. Portage township, Indiana * 1989. Portage township, Indiana * 1990. Porter County, Indiana * 1991. Putnam County, Indiana * 1992. Richmond city, Indiana * 1993. Ross township, Indiana * 1994. Shelby County, Indiana * 1995. South Bend city, Indiana * 1996. St. John township, Indiana * 1997. St. Joseph County, Indiana * 1998. St. Joseph township, Indiana * 1999. Steuben County, Indiana * 2000. Terre Haute city, Indiana * 2001. Tippecanoe County, Indiana * 2002. Valparaiso city, Indiana * 2003. Vanderburgh County, Indiana 2004. Vigo County, Indiana * 2005. Wabash County, Indiana * 2006. Wabash township, Indiana * 2007. Warren township, Indiana * 2008. Warrick County, Indiana * 2009. Washington township, Indiana 2010. Washington township, Indiana 2011. Washington township, Indiana 2012. Washington township, Indiana

2013. Wayne County, Indiana * 2014. Wayne township, Indiana * 2015. Wayne township, Indiana * 2016. Wayne township, Indiana * 2017. Wea township, Indiana * West Lafayette city, Indiana * 2018. 2019. Westfield city, Indiana * 2020. White River township, Indiana 2021. Whitley County, Indiana * 2022. Addison township, Indiana 2023. Auburn city, Indiana 2024. Avon town, Indiana 2025. Bainbridge township, Indiana 2026. Baugo township, Indiana 2027. Bedford city, Indiana 2028. Beech Grove city, Indiana 2029. Blackford County, Indiana 2030. Bluffton city, Indiana 2031. Boon township, Indiana 2032. Brown County, Indiana 2033. Brown township, Indiana 2034. Brown township, Indiana 2035. Brownsburg town, Indiana 2036. Carroll County, Indiana 2037. Cedar Creek township, Indiana 2038. Cedar Creek township, Indiana 2039. Cedar Lake town, Indiana 2040. Center township, Indiana 2041. Center township, Indiana 2042. Center township, Indiana 2043. Center township, Indiana 2044. Center township, Indiana 2045. Center township, Indiana 2046. Center township, Indiana 2047. Centre township, Indiana 2048. Charlestown township, Indiana 2049. Chesterton town, Indiana 2050. Clarksville town, Indiana 2051. Clay County, Indiana 2052. Cleveland township, Indiana 2053. Columbia township, Indiana 2054. Connersville city, Indiana 2055. Connersville township, Indiana Coolspring township, Indiana 2056. 2057. Crawford County, Indiana 2058. Crawfordsville city, Indiana Danville town, Indiana 2059. 2060. Decatur County, Indiana 2061. Dyer town, Indiana 2062. East Chicago city, Indiana 2063. Eel township, Indiana 2064. Fall Creek township, Indiana 2065. Fayette County, Indiana

2066.	Fountain County, Indiana
2067.	Frankfort city, Indiana
2068.	Franklin city, Indiana
2069.	Franklin County, Indiana
2070.	Franklin township, Indiana
2071.	Fulton County, Indiana
2072.	Georgetown township, Indiana
2073.	Greencastle city, Indiana
2074.	Greencastle township, Indiana
2075.	Greenfield city, Indiana
2076.	Greensburg city, Indiana
2077.	Griffith town, Indiana
2078.	Hanover township, Indiana
2079.	Harris township, Indiana
2080.	Harrison township, Indiana
2081.	Henry township, Indiana
2082.	Highland town, Indiana
2083.	Hobart city, Indiana
2084.	Honey Creek township,
	Indiana
2085.	Huntington city, Indiana
2086.	Huntington township, Indiana
2087.	Jackson township, Indiana
2088.	Jackson township, Indiana
2089.	Jasper city, Indiana
2090.	Jay County, Indiana
2091.	Jefferson township, Indiana
2092.	Jennings County, Indiana
2093.	Keener township, Indiana
2094.	La Porte city, Indiana
2095.	Lake Station city, Indiana
2096.	Lawrenceburg township,
2007	Indiana
2097.	Lebanon city, Indiana
2098.	Logansport city, Indiana
2099.	Lost Creek township, Indiana
2100.	Madison city, Indiana
2101.	Madison township, Indiana
2102.	Marion city, Indiana
2103.	Martin County, Indiana
2104.	Martinsville city, Indiana
2105.	Michigan township, Indiana
2106.	Mill township, Indiana
2107.	Munster town, Indiana
2108.	New Castle city, Indiana
2109. 2110.	New Haven city, Indiana
2110.	Newton County, Indiana
2111. 2112.	Noble township, Indiana Orange County, Indiana
2112. 2113.	Osolo township, Indiana
2115. 2114.	Owen County, Indiana
2114. 2115.	Parke County, Indiana
2115. 2116.	Patoka township, Indiana
2110. 2117.	Perry County, Indiana
2117. 2118.	Perry township, Indiana
2110.	i en y township, intualia

2119. Peru city, Indiana 2120. Peru township, Indiana 2121. Pigeon township, Indiana 2122. Pike County, Indiana 2123. Pipe Creek township, Indiana 2124. Pleasant township, Indiana 2125. Posey County, Indiana 2126. Pulaski County, Indiana 2127. Randolph County, Indiana 2128. Richland township, Indiana 2129. Ripley County, Indiana 2130. Rush County, Indiana 2131. Schererville town, Indiana 2132. Scott County, Indiana 2133. Seymour city, Indiana 2134. Shawswick township, Indiana 2135. Shelbyville city, Indiana 2136. Silver Creek township, Indiana 2137. Speedway town, Indiana 2138. Spencer County, Indiana 2139. St. John town, Indiana 2140. Starke County, Indiana 2141. Sugar Creek township, Indiana 2142. Sullivan County, Indiana 2143. Switzerland County, Indiana 2144. Tipton County, Indiana 2145. Troy township, Indiana 2146. Union township, Indiana 2147. Union township, Indiana 2148. Van Buren township, Indiana 2149. Vermillion County, Indiana 2150. Vernon township, Indiana 2151. Vincennes city, Indiana 2152. Vincennes township, Indiana 2153. Warsaw city, Indiana 2154. Washington city, Indiana 2155. Washington County, Indiana 2156. Washington township, Indiana 2157. Washington township, Indiana 2158. Washington township, Indiana 2159. Washington township, Indiana 2160. Wayne township, Indiana 2161. Wayne township, Indiana 2162. Wells County, Indiana 2163. Westchester township, Indiana 2164. White County, Indiana 2165. Winfield township, Indiana 2166. Yorktown town, Indiana 2167. Zionsville town, Indiana 2168. Ames city, Iowa * 2169. Ankeny city, Iowa * 2170. Bettendorf city, Iowa * 2171. Black Hawk County, Iowa * 2172. Cedar Falls city, Iowa * 2173. Cedar Rapids city, Iowa *

2174. Cerro Gordo County, Iowa * 2175. Clinton County, Iowa * 2176. Council Bluffs city, Iowa * 2177. Dallas County, Iowa * 2178. Davenport city, Iowa * 2179. Des Moines city, Iowa * 2180. Des Moines County, Iowa * 2181. Dubuque city, Iowa * 2182. Dubuque County, Iowa * 2183. Iowa City city, Iowa * Jasper County, Iowa * 2184. 2185. Johnson County, Iowa * 2186. Lee County, Iowa * 2187. Linn County, Iowa * 2188. Marion city, Iowa * 2189. Marion County, Iowa * 2190. Marshall County, Iowa * 2191. Muscatine County, Iowa * 2192. Polk County, Iowa * 2193. Pottawattamie County, Iowa * 2194. Scott County, Iowa * 2195. Sioux City city, Iowa * 2196. Sioux County, Iowa * 2197. Story County, Iowa * 2198. Urbandale city, Iowa * 2199. Wapello County, Iowa * 2200. Warren County, Iowa * 2201. Waterloo city, Iowa * 2202. Webster County, Iowa * 2203. West Des Moines city, Iowa * 2204. Woodbury County, Iowa * 2205. Allamakee County, Iowa 2206. Altoona city, Iowa 2207. Appanoose County, Iowa 2208. Benton County, Iowa 2209. Boone city, Iowa 2210. Boone County, Iowa 2211. Bremer County, Iowa 2212. Buchanan County, Iowa 2213. Buena Vista County, Iowa 2214. Burlington city, Iowa 2215. Butler County, Iowa 2216. Carroll County, Iowa 2217. Cass County, Iowa 2218. Cedar County, Iowa 2219. Cherokee County, Iowa 2220. Chickasaw County, Iowa 2221. Clay County, Iowa 2222. Clayton County, Iowa 2223. Clinton city, Iowa 2224. Clive city, Iowa 2225. Coralville city, Iowa 2226. Crawford County, Iowa 2227. Delaware County, Iowa

2229.	Fairfield city, Iowa
2230.	Fayette County, Iowa
2231.	Floyd County, Iowa
2232.	Fort Dodge city, Iowa
2233.	Fort Madison city, Iowa
2234.	Franklin County, Iowa
2235.	Grimes city, Iowa
2236.	Grundy County, Iowa
2237.	Guthrie County, Iowa
2238.	Hamilton County, Iowa
2239.	Hancock County, Iowa
2240.	Hardin County, Iowa
2241.	Harrison County, Iowa
2242.	Henry County, Iowa
2243.	Indianola city, Iowa
2244.	Iowa County, Iowa
2245.	Jackson County, Iowa
2246.	Jefferson County, Iowa
2247.	Johnston city, Iowa
2248.	Jones County, Iowa
2249.	Keokuk city, Iowa
2250.	Keokuk County, Iowa
2251.	Kossuth County, Iowa
2252.	Le Mars city, Iowa
2253.	Louisa County, Iowa
2254.	Lyon County, Iowa
2255.	Madison County, Iowa
2256.	Mahaska County, Iowa
2257.	Marshalltown city, Iowa
2258.	Mason City city, Iowa
2259.	Mills County, Iowa
2260.	Mitchell County, Iowa
2261.	Muscatine city, Iowa
2262.	Newton city, Iowa
2263.	North Liberty city, Iowa
2264.	Norwalk city, Iowa
2265.	O'Brien County, Iowa
2266.	Oskaloosa city, Iowa
2267.	Ottumwa city, Iowa
2268.	Page County, Iowa
2269. 2270.	Pella city, Iowa
2270.	Pleasant Hill city, Iowa
2271.	Plymouth County, Iowa
	Poweshiek County, Iowa
2273. 2274.	Shelby County, Iowa
	Spencer city, Iowa Storm Lake city, Iowa
2275. 2276.	
2276.	Tama County, Iowa Union County, Iowa
2277.	Washington County, Iowa
2278. 2279.	Waukee city, Iowa
2279. 2280.	Waverly city, Iowa
2280. 2281.	Winnebago County, Iowa
2281.	Winneshiek County, Iowa
2282. 2283.	Wright County, Iowa
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2284.	Butler County, Kansas *
2285.	Cowley County, Kansas *
2286.	Crawford County, Kansas *
2287.	Douglas County, Kansas *
2288.	Finney County, Kansas *
2289.	Ford County, Kansas *
2290.	Geary County, Kansas *
2291.	Harvey County, Kansas *
2292.	Hutchinson city, Kansas *
2293.	Johnson County, Kansas *
2294.	Kansas City city, Kansas *
2295.	Lawrence city, Kansas *
2296.	Leavenworth city, Kansas *
2297.	Leavenworth County, Kansas
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2298.	Leawood city, Kansas * Lenexa city, Kansas *
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2300.	Lyon County, Kansas *
2301.	Manhattan city, Kansas *
2302.	Miami County, Kansas *
2303.	Montgomery County, Kansas
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2304.	Olathe city, Kansas *
2305.	Overland Park city, Kansas *
2306.	Reno County, Kansas *
2307.	Riley County, Kansas *
2308.	Salina city, Kansas *
2308.	Saline County, Kansas *
2310.	Sedgwick County, Kansas *
2311.	Shawnee city, Kansas *
2312.	Shawnee County, Kansas *
2313.	Topeka city, Kansas *
2314.	Wichita city, Kansas *
2315.	Allen County, Kansas
2316.	Andover city, Kansas
2317.	Arkansas City city, Kansas
2318.	Atchison city, Kansas
2319.	Atchison County, Kansas
2320.	Barton County, Kansas
2321.	Bourbon County, Kansas
2322.	Bruno township, Kansas
2322.	Cherokee County, Kansas
2324.	Derby city, Kansas
2325.	Dickinson County, Kansas
2326.	Dodge City city, Kansas
2327.	El Dorado city, Kansas
2328.	Ellis County, Kansas
2329.	Emporia city, Kansas
2330.	Fairmount township, Kansas
2331.	Franklin County, Kansas
2332.	Garden City city, Kansas
2333.	Gardner city, Kansas
2334.	Great Bend city, Kansas
2335.	Hays city, Kansas
2336.	Haysville city, Kansas
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2337.	Jackson County, Kansas
2338.	Jefferson County, Kansas
2339.	Junction City city, Kansas
2340.	Labette County, Kansas
2341.	Lansing city, Kansas
2342.	Liberal city, Kansas
2343.	Madison township, Kansas
2344.	Marion County, Kansas
2345.	McPherson city, Kansas
2346.	McPherson County, Kansas
2347.	Merriam city, Kansas
2348.	Nemaha County, Kansas
2349.	Neosho County, Kansas
2350.	Newton city, Kansas
2351.	Osage County, Kansas
2352.	Ottawa city, Kansas
2353.	Pittsburg city, Kansas
2354.	Pottawatomie County, Kansas
2355.	Prairie Village city, Kansas
2356.	Riverside township, Kansas
2357.	Rockford township, Kansas
2358.	Seward County, Kansas
2359.	Soldier township, Kansas
2360.	Sumner County, Kansas
2361.	Winfield city, Kansas
2362.	Barren County, Kentucky *
2362.	Boone County, Kentucky *
2363.	Bowling Green city, Kentucky
2304.	*
2365.	Boyd County, Kentucky *
2366.	Boyle County, Kentucky *
2367.	Bullitt County, Kentucky *
2368.	Calloway County, Kentucky *
2369.	Campbell County, Kentucky *
2370.	Christian County, Kentucky *
2371.	Clark County, Kentucky *
2372.	Covington city, Kentucky *
2373.	Daviess County, Kentucky *
2374.	Elizabethtown city, Kentucky
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2375.	Florence city, Kentucky *
2376.	Floyd County, Kentucky *
2377.	Franklin County, Kentucky *
2378.	Georgetown city, Kentucky *
2379.	Graves County, Kentucky *
2380.	Greenup County, Kentucky *
2381.	Hardin County, Kentucky *
2382.	Henderson County, Kentucky
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2383.	Hopkins County, Kentucky *
2384.	Hopkinsville city, Kentucky *
2385.	Jessamine County, Kentucky *
2386.	Kenton County, Kentucky *
2387	Knox County Kentucky *

- 2387. Knox County, Kentucky *
- 2388. Laurel County, Kentucky *

2389.	Lexington-Fayette urban
	county, Kentucky *
2390.	Louisville/Jefferson County
	metro government, Kentucky *
2391.	Madison County, Kentucky *
2392.	Marshall County, Kentucky *
2393.	McCracken County, Kentucky
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2394.	Muhlenberg County, Kentucky *
2395.	Nelson County, Kentucky *
2396.	Nicholasville city, Kentucky *
2397.	Oldham County, Kentucky *
2398.	Owensboro city, Kentucky *
2399.	Pike County, Kentucky *
2400.	Pulaski County, Kentucky *
2401.	Richmond city, Kentucky *
2402.	Scott County, Kentucky *
2403.	Shelby County, Kentucky *
2404.	Warren County, Kentucky *
2405.	Whitley County, Kentucky *
2406.	Adair County, Kentucky
2407.	Allen County, Kentucky
2408.	Anderson County, Kentucky
2409.	Ashland city, Kentucky
2410.	Bardstown city, Kentucky
2411.	Bath County, Kentucky
2412.	Bell County, Kentucky
2413.	Berea city, Kentucky
2414.	Bourbon County, Kentucky
2415.	Breathitt County, Kentucky
2416.	Breckinridge County,
	Kentucky
2417.	Butler County, Kentucky
2418.	Caldwell County, Kentucky
2419.	Campbellsville city, Kentucky
2420.	Carroll County, Kentucky
2421.	Carter County, Kentucky
2422.	Casey County, Kentucky
2423.	Clay County, Kentucky
2424.	Clinton County, Kentucky
2425.	Danville city, Kentucky
2426.	Edmonson County, Kentucky
2427.	Erlanger city, Kentucky
2428.	Estill County, Kentucky
2429.	Fleming County, Kentucky
2430.	Fort Thomas city, Kentucky
2431.	Frankfort city, Kentucky
2432.	Garrard County, Kentucky
2433.	Glasgow city, Kentucky
2434.	Grant County, Kentucky
2435.	Grayson County, Kentucky
2436.	Green County, Kentucky
2437.	Harlan County, Kentucky
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2438.	Harrison County, Kentucky
2439.	Hart County, Kentucky
2440.	Henderson city, Kentucky
2441.	Henry County, Kentucky
2442.	Independence city, Kentucky
2443.	Jackson County, Kentucky
2444.	Jeffersontown city, Kentucky
2445.	Johnson County, Kentucky
2446.	Knott County, Kentucky
2447.	Larue County, Kentucky
2448.	Lawrence County, Kentucky
2449.	Lawrenceburg city, Kentucky
2450.	Letcher County, Kentucky
2451.	Lewis County, Kentucky
2452.	Lincoln County, Kentucky
2453.	Logan County, Kentucky
2454.	Lyndon city, Kentucky
2455.	Madisonville city, Kentucky
2456.	Magoffin County, Kentucky
2457.	Marion County, Kentucky
2458.	Martin County, Kentucky
2459.	Mason County, Kentucky
2460.	McCreary County, Kentucky
2461.	Meade County, Kentucky
2462.	Mercer County, Kentucky
2463.	Metcalfe County, Kentucky
2464.	Monroe County, Kentucky
2465.	Montgomery County,
2105.	Kentucky
2466.	Morgan County, Kentucky
2467.	Mount Washington city,
2.071	Kentucky
2468.	Murray city, Kentucky
2469.	Newport city, Kentucky
2470.	Ohio County, Kentucky
2471.	Owen County, Kentucky
2472.	Paducah city, Kentucky
2473.	Pendleton County, Kentucky
2474.	Perry County, Kentucky
2475.	Powell County, Kentucky
2476.	Radcliff city, Kentucky
2477.	Rockcastle County, Kentucky
2478.	Rowan County, Kentucky
2479.	Russell County, Kentucky
2480.	Shelbyville city, Kentucky
2481.	Shepherdsville city, Kentucky
2482.	Shively city, Kentucky
2483.	Simpson County, Kentucky
2484.	Somerset city, Kentucky
2485.	Spencer County, Kentucky
2486.	
	St. Matthews city. Kentucky
2487	St. Matthews city, Kentucky Taylor County, Kentucky
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2490. Union County, Kentucky

2491.	Washington County, Kentucky
2492.	Wayne County, Kentucky
2493.	Webster County, Kentucky
2494.	Winchester city, Kentucky
2494. 2495.	Woodford County, Kentucky
2496.	Acadia Parish, Louisiana *
2497.	Alexandria city, Louisiana *
2498.	Ascension Parish, Louisiana *
2499.	Avoyelles Parish, Louisiana *
2500.	Baton Rouge city, Louisiana *
2501.	Beauregard Parish, Louisiana *
2502.	Bossier City city, Louisiana *
2502.	Bossier Parish, Louisiana *
2503.	Caddo Parish, Louisiana *
2504.	Calcasieu Parish, Louisiana *
2506.	East Baton Rouge Parish, Louisiana *
2507.	
2507. 2508.	Evangeline Parish, Louisiana * Iberia Parish, Louisiana *
2509.	Iberville Parish, Louisiana *
2510.	Jefferson Davis Parish, Louisiana *
2511	
2511.	Jefferson Parish, Louisiana *
2512.	Kenner city, Louisiana *
2513.	Lafayette city, Louisiana *
2514.	Lafayette Parish, Louisiana *
2515.	Lafourche Parish, Louisiana *
2516.	Lake Charles city, Louisiana *
2517.	Lincoln Parish, Louisiana *
2518.	Livingston Parish, Louisiana *
2519.	Monroe city, Louisiana *
2520.	Natchitoches Parish, Louisiana *
2521.	New Orleans city / Orleans
	Parish, Louisiana *
2522.	Ouachita Parish, Louisiana *
2523.	Rapides Parish, Louisiana *
2524.	Shreveport city, Louisiana *
2525.	St. Bernard Parish, Louisiana
	*
2526.	St. Charles Parish, Louisiana *
2527.	St. John the Baptist Parish,
	Louisiana *
2528.	St. Landry Parish, Louisiana *
2529.	St. Martin Parish, Louisiana *
2530.	St. Mary Parish, Louisiana *
2531.	St. Tammany Parish,
	Louisiana *
2532.	Tangipahoa Parish, Louisiana
	*
2533.	Terrebonne Parish, Louisiana
	*

2536.	Washington Parish, Louisiana *
2537.	Webster Parish, Louisiana *
2538.	Abbeville city, Louisiana
2539.	Allen Parish, Louisiana
2540.	Assumption Parish, Louisiana
2541.	Baker city, Louisiana
2542.	Bastrop city, Louisiana
2543.	Bienville Parish, Louisiana
2544.	Bogalusa city, Louisiana
2545.	Broussard city, Louisiana
2546.	Central city, Louisiana
2547.	Claiborne Parish, Louisiana
2548.	Concordia Parish, Louisiana
2549.	Covington city, Louisiana
2550.	Crowley city, Louisiana
2551.	De Soto Parish, Louisiana
2552.	DeRidder city, Louisiana
2553.	East Feliciana Parish,
	Louisiana
2554.	Franklin Parish, Louisiana
2555.	Gonzales city, Louisiana
2556.	Grant Parish, Louisiana
2557.	Gretna city, Louisiana
2558.	Hammond city, Louisiana
2559.	Jackson Parish, Louisiana
2560.	LaSalle Parish, Louisiana
2561.	Madison Parish, Louisiana
2562.	Mandeville city, Louisiana
2563.	Minden city, Louisiana
2564.	Morehouse Parish, Louisiana
2565.	Morgan City city, Louisiana
2566.	Natchitoches city, Louisiana
2567.	New Iberia city, Louisiana
2568.	Opelousas city, Louisiana
2569.	Pineville city, Louisiana
2570.	Plaquemines Parish, Louisiana
2571.	Pointe Coupee Parish,
	Louisiana
2572.	Richland Parish, Louisiana
2573.	Ruston city, Louisiana
2574.	Sabine Parish, Louisiana
2575.	Slidell city, Louisiana
2576.	St. Helena Parish, Louisiana
2577.	St. James Parish, Louisiana
2578.	Sulphur city, Louisiana
2579.	Thibodaux city, Louisiana
2580.	Union Parish, Louisiana
2581.	West Baton Rouge Parish,
	Louisiana
2582.	West Carroll Parish, Louisiana
2583.	West Feliciana Parish,
	Louisiana
2584.	West Monroe city, Louisiana
2585.	Winn Parish, Louisiana

2586.	Youngsville city, Louisiana
2587.	Zachary city, Louisiana
2588.	Androscoggin County, Maine *
2589.	Aroostook County, Maine *
2590.	Bangor city, Maine *
2591.	Cumberland County, Maine *
2592.	Franklin County, Maine *
2593.	Hancock County, Maine *
2594.	Kennebec County, Maine *
2595.	Knox County, Maine *
2596.	Lewiston city, Maine *
2597.	Lincoln County, Maine *
2598.	Oxford County, Maine *
2599.	Penobscot County, Maine *
2600.	Portland city, Maine *
2600.	Sagadahoc County, Maine *
2602.	Somerset County, Maine *
2602.	Waldo County, Maine *
2603.	Washington County, Maine *
2604.	York County, Maine *
2605.	Auburn city, Maine
2600. 2607.	Augusta city, Maine
2607.	Biddeford city, Maine
2608.	Brunswick town, Maine
2610.	Falmouth town, Maine
2610.	Gorham town, Maine
2612.	Kennebunk town, Maine
2612.	Orono town, Maine
2613. 2614.	Piscataquis County, Maine
2614.	Saco city, Maine
2615.	Sanford city, Maine
2617.	Scarborough town, Maine
2618.	South Portland city, Maine
2619.	Standish town, Maine
2620.	Waterville city, Maine
2620.	Wells town, Maine
2622.	Westbrook city, Maine
2622.	Windham town, Maine
2623.	York town, Maine
2625.	Allegany County, Maryland *
2625.	Annapolis city, Maryland *
2627.	Anne Arundel County,
2027.	Maryland *
2628.	Baltimore city, Maryland *
2629.	Baltimore County, Maryland *
2630.	Bowie city, Maryland *
2630.	Calvert County, Maryland *
2632.	Caroline County, Maryland *
2632.	Carroll County, Maryland *
2634.	Cecil County, Maryland *
2635.	Charles County, Maryland *
2635. 2636.	College Park city, Maryland *
2630. 2637.	Dorchester County, Maryland
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2638.	Frederick city, Maryland *
2639.	Frederick County, Maryland *
2640.	Gaithersburg city, Maryland *
2641.	Hagerstown city, Maryland *
2642.	Harford County, Maryland *
2643.	Howard County, Maryland *
2644.	Montgomery County,
2011.	Maryland *
2645.	Prince George's County, Maryland *
2646.	Queen Anne's County,
20.01	Maryland *
2647.	Rockville city, Maryland *
2648.	Salisbury city, Maryland *
2649.	St. Mary's County, Maryland *
2650.	Talbot County, Maryland *
2651.	Washington County, Maryland
20011	*
2652.	Wicomico County, Maryland *
2653.	Worcester County, Maryland *
2654.	Aberdeen city, Maryland
2655.	Bel Air town, Maryland
2656.	Cambridge city, Maryland
2657.	Cumberland city, Maryland
2658.	Easton town, Maryland
2659.	Elkton town, Maryland
2660.	Garrett County, Maryland
2661.	Greenbelt city, Maryland
2662.	Havre de Grace city, Maryland
2663.	Hyattsville city, Maryland
2664.	Kent County, Maryland
2665.	Laurel city, Maryland
2666.	New Carrollton city, Maryland
2667.	Somerset County, Maryland
2668.	Takoma Park city, Maryland
2669.	Westminster city, Maryland
2670.	Amherst town, Massachusetts
	*
2671.	Andover town, Massachusetts *
2672.	Arlington town, Massachusetts *
2673.	Attleboro city, Massachusetts
2674.	Barnstable County,
	Massachusetts *
2675.	Barnstable Town city,
	Massachusetts *
2676.	Beverly city, Massachusetts *
2677.	Billerica town, Massachusetts
	*
2678.	Boston city, Massachusetts *
2679.	Braintree Town city,
	Massachusetts *

2680.	Bristol County, Massachusetts
2681.	Brockton city, Massachusetts
2682.	Brookline town,
	Massachusetts *
2683.	Cambridge city, Massachusetts *
2684.	Chelmsford town, Massachusetts *
2685.	Chelsea city, Massachusetts *
2685.	
2080.	Chicopee city, Massachusetts *
2687.	Dartmouth town,
	Massachusetts *
2688.	Dracut town, Massachusetts *
2689.	Everett city, Massachusetts *
2690.	Fall River city, Massachusetts
2691.	Falmouth town, Massachusetts
2692.	Fitchburg city, Massachusetts
2693.	Framingham city, Massachusetts *
2604	
2694.	Franklin Town city, Massachusetts *
2695.	Gloucester city, Massachusetts *
2696.	Haverhill city, Massachusetts *
2697.	Holyoke city, Massachusetts *
2698.	Lawrence city, Massachusetts
	*
2699.	Leominster city,
	Massachusetts *
2700.	Lexington town,
	Massachusetts *
2701.	Lowell city, Massachusetts *
2702.	Lynn city, Massachusetts *
2703.	Malden city, Massachusetts *
2704.	Marlborough city,
	Massachusetts *
2705.	Medford city, Massachusetts *
2706.	Methuen Town city,
	Massachusetts *
2707.	Natick town, Massachusetts *
2708.	Needham town, Massachusetts *
2709.	New Bedford city,
	Massachusetts *
2710.	Newton city, Massachusetts *
2711.	Norfolk County,
-, 11.	Massachusetts *
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2712.	North Andover town,
	Massachusetts *
2713.	Peabody city, Massachusetts *
2714.	Pittsfield city, Massachusetts *
2715.	Plymouth County,
	Massachusetts *
2716.	Plymouth town, Massachusetts
2717.	Quincy city, Massachusetts *
2718.	Randolph Town city,
2710.	Massachusetts *
2719.	Revere city, Massachusetts *
2720.	Salem city, Massachusetts *
2721.	Shrewsbury town,
	Massachusetts *
2722.	Somerville city, Massachusetts
	*
2723.	Springfield city,
	Massachusetts *
2724.	Taunton city, Massachusetts *
2725.	Tewksbury town,
	Massachusetts *
2726.	Waltham city, Massachusetts *
2727.	Watertown Town city,
	Massachusetts *
2728.	Westfield city, Massachusetts
	*
2729.	Weymouth Town city,
	Massachusetts *
2730.	Woburn city, Massachusetts *
2731.	Worcester city, Massachusetts *
2732.	Abington town, Massachusetts
2733.	Acton town, Massachusetts
2734.	Acushnet town, Massachusetts
2735.	Agawam Town city,
	Massachusetts
2736.	Amesbury Town city,
	Massachusetts
2737.	Ashland town, Massachusetts
2738.	Athol town, Massachusetts
2739.	Auburn town, Massachusetts
2740.	Bedford town, Massachusetts
2741.	Belchertown town,
	Massachusetts
2742.	Bellingham town,
	Massachusetts
2743.	Belmont town, Massachusetts
2744.	Bourne town, Massachusetts
2745.	Bridgewater Town city,
	Massachusetts
2746.	Burlington town,
	Massachusetts
2747.	Canton town, Massachusetts
2748.	Carver town, Massachusetts

2749.	Charlton town, Massachusetts
2750.	Clinton town, Massachusetts
2751.	Concord town, Massachusetts
2752.	Danvers town, Massachusetts
2753.	Dedham town, Massachusetts
2754.	Dennis town, Massachusetts
2755.	Dudley town, Massachusetts
2756.	Dukes County, Massachusetts
2757.	Duxbury town, Massachusetts
2758.	East Bridgewater town,
27001	Massachusetts
2759.	East Longmeadow town,
_///	Massachusetts
2760.	Easthampton Town city,
	Massachusetts
2761.	Easton town, Massachusetts
2762.	Fairhaven town,
	Massachusetts
2763.	Foxborough town,
	Massachusetts
2764.	Gardner city, Massachusetts
2765.	Grafton town, Massachusetts
2766.	Greenfield Town city,
	Massachusetts
2767.	Groton town, Massachusetts
2768.	Hanover town, Massachusetts
2769.	Hanson town, Massachusetts
2770.	Harwich town, Massachusetts
2771.	Hingham town, Massachusetts
2772.	Holbrook town, Massachusetts
2773.	Holden town, Massachusetts
2774.	Holliston town, Massachusetts
2775.	Hopkinton town,
	Massachusetts
2776.	Hudson town, Massachusetts
2777.	Hull town, Massachusetts
2778.	Ipswich town, Massachusetts
2779.	Kingston town, Massachusetts
2780.	Lakeville town, Massachusetts
2781.	Leicester town, Massachusetts
2782.	Littleton town, Massachusetts
2783.	Longmeadow town,
	Massachusetts
2784.	Ludlow town, Massachusetts
2785.	Lunenburg town,
	Massachusetts
2786.	Lynnfield town, Massachusetts
2787.	Mansfield town,
0500	Massachusetts
2788.	Marblehead town,
0700	Massachusetts
2789.	Marshfield town,
2700	Massachusetts
2790. 2791	Mashpee town, Massachusetts

Attachment: Opioid Litigation-Final Distributor Settlement Agreement (Resolution-MOA for Distribution of Opioid Settlement Funds)

Medfield town, Massachusetts	28
Medway town, Massachusetts	
Melrose city, Massachusetts	28
Middleborough town,	28
Massachusetts	
Middleton town,	28
Massachusetts	28
Milford town, Massachusetts	
Millbury town, Massachusetts	28
Milton town, Massachusetts	28
Nantucket town,	
Massachusetts	28
Newburyport city,	28
Massachusetts	28
Norfolk town, Massachusetts	28
North Adams city,	28
Massachusetts	
North Attleborough town,	28
Massachusetts	
North Reading town,	28
Massachusetts	
Northampton city,	28
Massachusetts	28
Northborough town,	28
Massachusetts	28
Northbridge town,	20
Massachusetts	28
Norton town, Massachusetts	28
	20
Norwell town, Massachusetts	γ
Norwood town, Massachusetts	28
Oxford town, Massachusetts	20
Palmer Town city, Massachusetts	28
	20
Pembroke town,	28
Massachusetts	20
Pepperell town, Massachusetts	28
Raynham town, Massachusetts	•
Reading town, Massachusetts	28
Rehoboth town, Massachusetts	•
Rockland town, Massachusetts	28
Sandwich town, Massachusetts	•
Saugus town, Massachusetts	28
Scituate town, Massachusetts	28
Seekonk town, Massachusetts	28
Sharon town, Massachusetts	28
Somerset town, Massachusetts	28
South Hadley town,	28
Massachusetts	28
Southborough town,	28
Massachusetts	28
Southbridge Town city,	
Massachusetts	28
Spencer town, Massachusetts	28
Stoneham town,	
Massachusetts	28

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2831.	Stoughton town,
	Massachusetts
2832.	Sudbury town, Massachusetts
2833.	Swampscott town,
	Massachusetts
2834.	Swansea town, Massachusetts
2835.	Tyngsborough town,
0000	Massachusetts
2836.	Uxbridge town, Massachusetts
2837.	Wakefield town,
2838.	Massachusetts Walpole town, Massachusetts
2838. 2839.	Wareham town, Massachusetts
2839. 2840.	Wayland town, Massachusetts
2841.	Webster town, Massachusetts
2842.	Wellesley town,
2042.	Massachusetts
2843.	West Springfield Town city,
2045.	Massachusetts
2844.	Westborough town,
	Massachusetts
2845.	Westford town, Massachusetts
2846.	Weston town, Massachusetts
2847.	Westport town, Massachusetts
2848.	Westwood town,
	Massachusetts
2849.	Whitman town, Massachusetts
2850.	Wilbraham town,
	Massachusetts
2851.	Wilmington town,
	Massachusetts
2852.	Winchendon town,
	Massachusetts
2853.	Winchester town,
054	Massachusetts
2854.	Winthrop Town city,
2855.	Massachusetts Wrentham town.
2855.	Massachusetts
2856.	Yarmouth town,
2000.	Massachusetts
2857.	Allegan County, Michigan *
2858.	Ann Arbor city, Michigan *
2859.	Barry County, Michigan *
2860.	Battle Creek city, Michigan *
2861.	Bay City city, Michigan *
2862.	Bay County, Michigan *
2863.	Bedford township, Michigan *
2864.	Berrien County, Michigan *
2865.	Bloomfield charter township,
	Michigan *
2866.	Branch County, Michigan *
2867.	Brownstown charter township,
	Michigan *
2868.	Calhoun County, Michigan *

2869.	Canton charter township,
	Michigan *
2870.	Cass County, Michigan *
2871.	Chesterfield township,
	Michigan *
2872.	Chippewa County, Michigan *
2873.	Clare County, Michigan *
2874.	Clinton charter township,
	Michigan *
2875.	Clinton County, Michigan *
2876.	Commerce charter township,
	Michigan *
2877.	Dearborn city, Michigan *
2878.	Dearborn Heights city,
	Michigan *
2879.	Delta charter township,
	Michigan *
2880.	Delta County, Michigan *
2881.	Detroit city, Michigan *
2882.	East Lansing city, Michigan *
2883.	Eastpointe city, Michigan *
2884.	Eaton County, Michigan *
2885.	Emmet County, Michigan *
2886.	Farmington Hills city,
2007	Michigan *
2887.	Flint charter township,
2000	Michigan *
2888.	Flint city, Michigan *
2889.	Genesee County, Michigan *
2890.	Georgetown charter township,
2001	Michigan *
2891.	Grand Blanc charter township, Michigan *
2892.	Grand Rapids city, Michigan *
2892.	Grand Traverse County,
2095.	Michigan *
2894.	Gratiot County, Michigan *
2895.	Hillsdale County, Michigan *
2896.	Holland charter township,
2070.	Michigan *
2897.	Holland city, Michigan *
2898.	Houghton County, Michigan *
2899.	Huron County, Michigan *
2900.	Independence charter
_>00.	township, Michigan *
2901.	Ingham County, Michigan *
2902.	Ionia County, Michigan *
2903.	Isabella County, Michigan *
2904.	Jackson city, Michigan *
2905.	Jackson County, Michigan *
2906.	Kalamazoo city, Michigan *
2907.	Kalamazoo County, Michigan
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2908.	Kent County, Michigan *
2909.	Kentwood city, Michigan *

2910.	Lansing city, Michigan *
2911.	Lapeer County, Michigan *
2912.	Lenawee County, Michigan *
2913.	Lincoln Park city, Michigan *
2914.	Livingston County, Michigan
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2915.	Livonia city, Michigan *
2916.	Macomb County, Michigan *
2917.	Macomb township, Michigan
	*
2918.	Marquette County, Michigan *
2919.	Mecosta County, Michigan *
2920.	Meridian charter township,
	Michigan *
2921.	Midland city, Michigan *
2922.	Midland County, Michigan *
2923.	Monroe County, Michigan *
2924.	Montcalm County, Michigan *
2925.	Muskegon city, Michigan *
2926.	Muskegon County, Michigan
2027	* Newaygo County Michigan *
2927. 2928.	Newaygo County, Michigan * Novi city, Michigan *
2928. 2929.	Oakland County, Michigan *
2929. 2930.	
2930.	Orion charter township, Michigan *
2931.	-
2931.	Ottawa County, Michigan * Pittsfield charter township,
2932.	Michigan *
2933.	Plainfield charter township,
2755.	Michigan *
2934.	Pontiac city, Michigan *
2935.	Portage city, Michigan *
2936.	Redford charter township,
2750.	Michigan *
2937.	Rochester Hills city, Michigan
	*
2938.	Roseville city, Michigan *
2939.	Royal Oak city, Michigan *
2940.	Saginaw charter township,
	Michigan *
2941.	Saginaw city, Michigan *
2942.	Saginaw County, Michigan *
2943.	Sanilac County, Michigan *
2944.	Shelby charter township,
	Michigan *
2945.	Shiawassee County, Michigan
• • •	*
2946.	Southfield city, Michigan *
2947.	St. Clair County, Michigan *
2948.	St. Clair Shores city, Michigan *
2949.	St. Joseph County, Michigan *
2950.	Sterling Heights city,
	Michigan *

2051	Toylog sity Mishigan *
2951.	Taylor city, Michigan *
2952.	Troy city, Michigan *
2953.	Tuscola County, Michigan *
2954.	Van Buren County, Michigan *
2955.	Warren city, Michigan *
2956.	Washtenaw County, Michigan
	*
2957.	Waterford charter township,
	Michigan *
2958.	Wayne County, Michigan *
2959.	West Bloomfield charter
_////	township, Michigan *
2960.	Westland city, Michigan *
2961.	Wexford County, Michigan *
2962.	White Lake charter township,
2702.	Michigan *
2963.	Wyoming city, Michigan *
2964.	Ypsilanti charter township,
2904.	Michigan *
2965.	Ada township, Michigan
2905. 2966.	
	Adrian city, Michigan
2967.	Alcona County, Michigan
2968.	Algoma township, Michigan
2969.	Allen Park city, Michigan
2970.	Allendale charter township,
	Michigan
2971.	Alpena County, Michigan
2972.	Alpine township, Michigan
2973.	Antrim County, Michigan
2974.	Antwerp township, Michigan
2975.	Arenac County, Michigan
2976.	Auburn Hills city, Michigan
2977.	Bangor charter township, Michigan
2978.	Bath charter township,
2770.	Michigan
2979.	Benton charter township,
2919.	Michigan
2000	Benzie County, Michigan
2980.	Berkley city, Michigan
2981.	
2982.	Beverly Hills village,
2002	Michigan
2983.	Big Rapids city, Michigan
2984.	Birmingham city, Michigan
2985.	Blackman charter township,
2004	Michigan
2986.	Brandon charter township,
	Michigan
2987.	Brighton township, Michigan
2988.	Burton city, Michigan
2989.	Byron township, Michigan
2990.	Cadillac city, Michigan
2991.	Caledonia township, Michigan
2992.	Cannon township, Michigan

2993.	Cascade charter township,
	Michigan
2994.	Charlevoix County, Michigan
2995.	Cheboygan County, Michigan
2996.	Clawson city, Michigan
2997.	Coldwater city, Michigan
2998.	Comstock charter township,
	Michigan
2999.	Cooper charter township,
	Michigan
3000.	Crawford County, Michigan
3001.	Davison township, Michigan
3002.	Delhi charter township,
	Michigan
3003.	DeWitt charter township,
2004	Michigan
3004.	Dickinson County, Michigan
3005.	East Bay township, Michigan
3006.	East Grand Rapids city,
2007	Michigan
3007. 3008.	Egelston township, Michigan
3008.	Emmett charter township, Michigan
3009.	Michigan Escanaba city, Michigan
3010.	Farmington city, Michigan
3010.	Fenton charter township,
5011.	Michigan
3012.	Fenton city, Michigan
3012.	Ferndale city, Michigan
3014.	Flat Rock city, Michigan
3015.	Flushing charter township,
	Michigan
3016.	Fort Gratiot charter township,
	Michigan
3017.	Fraser city, Michigan
3018.	Frenchtown township,
	Michigan
3019.	Fruitport charter township,
	Michigan
3020.	Gaines charter township,
	Michigan
3021.	Garden City city, Michigan
3022.	Garfield charter township,
	Michigan
3023.	Genesee charter township,
	Michigan
3024.	Genoa township, Michigan
3025.	Gladwin County, Michigan
3026.	Gogebic County, Michigan
3027.	Grand Haven charter
2020	township, Michigan
3028.	Grand Haven city, Michigan
3029.	Grand Rapids charter
2020	township, Michigan Grandvilla aity, Michigan
3030.	Grandville city, Michigan

3031.	Green Oak township,
2022	Michigan
3032.	Grosse Ile township, Michigan
3033.	Grosse Pointe Park city,
3034.	Michigan Grosse Pointe Woods city,
5054.	Michigan
3035.	Hamburg township, Michigan
3036.	Hamtramck city, Michigan
3037.	Harper Woods city, Michigan
3038.	Harrison charter township,
	Michigan
3039.	Hartland township, Michigan
3040.	Hazel Park city, Michigan
3041.	Highland charter township,
	Michigan
3042.	Highland Park city, Michigan
3043.	Holly township, Michigan
3044.	Huron charter township,
	Michigan
3045.	Inkster city, Michigan
3046.	Ionia city, Michigan
3047.	Iosco County, Michigan
3048.	Iron County, Michigan
3049.	Kalamazoo charter township,
	Michigan
3050.	Kalkaska County, Michigan
3051.	Lake County, Michigan
3052.	Leelanau County, Michigan
3053.	Lenox township, Michigan
3054.	Leoni township, Michigan
3055.	Lincoln charter township,
2056	Michigan
3056.	Lyon charter township, Michigan
3057.	Mackinac County, Michigan
3057.	Madison Heights city,
5050.	Michigan
3059.	Manistee County, Michigan
3060.	Marion township, Michigan
3061.	Marquette city, Michigan
3062.	Mason County, Michigan
3063.	Melvindale city, Michigan
3064.	Menominee County, Michigan
3065.	Milford charter township,
	Michigan
3066.	Missaukee County, Michigan
3067.	Monitor charter township,
	Michigan
3068.	Monroe charter township,
	Michigan
3069.	Monroe city, Michigan
3070.	Mount Clemens city,
	Michigan

3071.	Mount Morris township,
	Michigan
3072.	Mount Pleasant city, Michigan
3073.	Mundy township, Michigan
3074.	Muskegon charter township,
	Michigan
3075.	Muskegon Heights city,
	Michigan
3076.	New Baltimore city, Michigan
3077.	Niles city, Michigan
3078.	Niles township, Michigan
3079.	Northville township, Michigan
3080.	Norton Shores city, Michigan
3081.	Oak Park city, Michigan
3082.	Oakland charter township,
5002.	Michigan
3083.	Oceana County, Michigan
3084.	Oceola township, Michigan
308 4 .	Ogemaw County, Michigan
	Osceola County, Michigan
3086.	
3087.	Oshtemo charter township,
2000	Michigan
3088.	Otsego County, Michigan
3089.	Owosso city, Michigan
3090.	Oxford charter township,
	Michigan
3091.	Park township, Michigan
3092.	Plymouth charter township,
	Michigan
3093.	Port Huron charter township,
	Michigan
3094.	Port Huron city, Michigan
3095.	Presque Isle County, Michigan
3096.	Riverview city, Michigan
3097.	Rochester city, Michigan
3098.	Romulus city, Michigan
3099.	Roscommon County,
	Michigan
3100.	Sault Ste. Marie city,
	Michigan
3101.	Scio township, Michigan
3102.	South Lyon city, Michigan
3103.	Southfield township, Michigan
3104.	Southgate city, Michigan
3105.	Spring Lake township,
	Michigan
3106.	Springfield charter township,
0100.	Michigan
3107.	Sturgis city, Michigan
3107.	Summit township, Michigan
3109.	Superior charter township,
5107.	Michigan
3110.	Texas charter township,
5110.	•
3111.	Michigan Thomas township, Michigan
5111.	monias township, michigali

3112.	Traverse City city, Michigan
3113.	Trenton city, Michigan
3114.	Tyrone township, Michigan
3115.	Union charter township,
5115.	Michigan
3116.	Van Buren charter township,
5110.	Michigan
2117	÷
3117.	Vienna charter township,
2110	Michigan
3118.	Walker city, Michigan
3119.	Washington township,
	Michigan
3120.	Wayne city, Michigan
3121.	Wixom city, Michigan
3122.	Woodhaven city, Michigan
3123.	Wyandotte city, Michigan
3124.	Ypsilanti city, Michigan
3125.	Zeeland charter township,
	Michigan
3126.	Andover city, Minnesota *
3127.	Anoka County, Minnesota *
3128.	Apple Valley city, Minnesota
	*
3129.	Becker County, Minnesota *
3130.	Beltrami County, Minnesota *
3131.	Benton County, Minnesota *
3132.	Blaine city, Minnesota *
3133.	Bloomington city, Minnesota
	*
3134.	Blue Earth County, Minnesota
	*
3135.	Brooklyn Center city,
	Minnesota *
3136.	Brooklyn Park city, Minnesota
	*
3137.	Burnsville city, Minnesota *
3138.	Carlton County, Minnesota *
3139.	Carver County, Minnesota *
3140.	Chisago County, Minnesota *
3141.	Clay County, Minnesota *
3142.	Coon Rapids city, Minnesota *
3143.	Cottage Grove city, Minnesota
5145.	*
3144.	Crow Wing County,
5111	Minnesota *
3145.	Dakota County, Minnesota *
3146.	Douglas County, Minnesota *
3140.	Duluth city, Minnesota *
3148.	Eagan city, Minnesota *
3148. 3149.	
	Eden Prairie city, Minnesota * Edina city, Minnesota *
3150.	-
3151.	Freeborn County, Minnesota *
3152.	Goodhue County, Minnesota *
3153.	Hennepin County, Minnesota
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3154.	Inver Grove Heights city,
2155	Minnesota *
3155. 3156.	Isanti County, Minnesota * Itasca County, Minnesota *
3157.	Kandiyohi County, Minnesota *
3158.	Lakeville city, Minnesota *
3159.	Mankato city, Minnesota *
3160.	Maple Grove city, Minnesota *
3161.	Maplewood city, Minnesota *
3162.	McLeod County, Minnesota *
3163.	Minneapolis city, Minnesota *
3164.	Minnetonka city, Minnesota *
3165.	Moorhead city, Minnesota *
3166.	Morrison County, Minnesota *
3167.	Mower County, Minnesota *
3168.	Nicollet County, Minnesota *
3169.	Olmsted County, Minnesota *
3170.	Otter Tail County, Minnesota
3171.	Plymouth city, Minnesota *
3172.	Polk County, Minnesota *
3173.	Ramsey County, Minnesota *
3174.	Rice County, Minnesota *
3175.	Richfield city, Minnesota *
3176.	Rochester city, Minnesota *
3170.	Roseville city, Minnesota *
3178.	Savage city, Minnesota *
3179.	Scott County, Minnesota *
3180.	Shakopee city, Minnesota *
3181.	Sherburne County, Minnesota
5101.	*
3182.	St. Cloud city, Minnesota *
3183.	St. Louis County, Minnesota *
3184.	St. Louis Park city, Minnesota *
3185.	St. Paul city, Minnesota *
3186.	Stearns County, Minnesota *
3187.	Steele County, Minnesota *
3188.	Washington County,
	Minnesota *
3189.	Winona County, Minnesota *
3190.	Woodbury city, Minnesota *
3191.	Wright County, Minnesota *
3192.	Aitkin County, Minnesota
3193.	Albert Lea city, Minnesota
3194.	Alexandria city, Minnesota
3195.	Anoka city, Minnesota
3196.	Arden Hills city, Minnesota
3197.	Austin city, Minnesota
3198.	Bemidji city, Minnesota
3199.	Big Lake city, Minnesota
3200.	Brainerd city, Minnesota
3201.	Brown County, Minnesota
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3202.	Buffalo city, Minnesota
3203.	Cass County, Minnesota
3204.	Champlin city, Minnesota
3205.	Chanhassen city, Minnesota
3206.	Chaska city, Minnesota
3207.	Chippewa County, Minnesota
3208.	Cloquet city, Minnesota
3209.	Columbia Heights city,
	Minnesota
3210.	Cottonwood County,
	Minnesota
3211.	Crystal city, Minnesota
3212.	Dodge County, Minnesota
3213.	East Bethel city, Minnesota
3214.	Elk River city, Minnesota
3215.	Fairmont city, Minnesota
3216.	Faribault city, Minnesota
3217.	Faribault County, Minnesota
3218.	Farmington city, Minnesota
3219.	Fergus Falls city, Minnesota
3220.	Fillmore County, Minnesota
3221.	Forest Lake city, Minnesota
3222.	Fridley city, Minnesota
3223.	Golden Valley city, Minnesota
3224.	Grand Rapids city, Minnesota
3225.	Ham Lake city, Minnesota
3226.	Hastings city, Minnesota
3227.	Hibbing city, Minnesota
3228.	Hopkins city, Minnesota
3229.	Houston County, Minnesota
3230.	Hubbard County, Minnesota
3231.	Hugo city, Minnesota
3232.	Hutchinson city, Minnesota
3233.	Kanabec County, Minnesota
3234.	Koochiching County,
	Minnesota
3235.	Lake County, Minnesota
3236.	Le Sueur County, Minnesota
3237.	Lino Lakes city, Minnesota
3238.	Little Canada city, Minnesota
3239.	Lyon County, Minnesota
3240.	Marshall city, Minnesota
3241.	Martin County, Minnesota
3242.	Meeker County, Minnesota
3243.	Mendota Heights city,
	Minnesota
3244.	Mille Lacs County, Minnesota
3245.	Monticello city, Minnesota
3246.	Mounds View city, Minnesota
3247.	New Brighton city, Minnesota
3248.	New Hope city, Minnesota
3249.	New Ulm city, Minnesota
3250.	Nobles County, Minnesota
3251.	North Branch city, Minnesota

3252.	North Mankato city,
	Minnesota
3253.	North St. Paul city, Minnesota
3254.	Northfield city, Minnesota
3255.	Oakdale city, Minnesota
3256.	Otsego city, Minnesota
3257.	Owatonna city, Minnesota
3258.	Pennington County, Minnesota
3259.	Pine County, Minnesota
3260.	Pope County, Minnesota
3261.	Prior Lake city, Minnesota
3262.	Ramsey city, Minnesota
3263.	Red Wing city, Minnesota
3264.	Redwood County, Minnesota
3265.	Renville County, Minnesota
3266.	Robbinsdale city, Minnesota
3267.	Rogers city, Minnesota
3268.	Roseau County, Minnesota
3269.	Rosemount city, Minnesota
3270.	Sartell city, Minnesota
3271.	Sauk Rapids city, Minnesota
3272.	Shoreview city, Minnesota
3273.	Sibley County, Minnesota
3274.	South St. Paul city, Minnesota
3275.	St. Michael city, Minnesota
3276.	St. Peter city, Minnesota
3277.	Stillwater city, Minnesota
3278.	Todd County, Minnesota
3279.	Vadnais Heights city,
	Minnesota
3280.	Victoria city, Minnesota
3281.	Wabasha County, Minnesota
3282.	Waconia city, Minnesota
3283.	Wadena County, Minnesota
3284.	Waseca County, Minnesota
3285.	Watonwan County, Minnesota
3286.	West St. Paul city, Minnesota
3287.	White Bear Lake city,
	Minnesota
3288.	White Bear township,
	Minnesota
3289.	Willmar city, Minnesota
3290.	Winona city, Minnesota
3291.	Worthington city, Minnesota
3292.	Adams County, Mississippi *
3293.	Alcorn County, Mississippi *
3294.	Biloxi city, Mississippi *
3295.	Bolivar County, Mississippi *
3296.	DeSoto County, Mississippi *
3297.	Forrest County, Mississippi *
3298.	Gulfport city, Mississippi *
3299.	Hancock County, Mississippi *
3300.	Harrison County, Mississippi
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3301.	Hattiesburg city, Mississippi *
3302.	Hinds County, Mississippi *
3303.	Jackson city, Mississippi *
3304.	Jackson County, Mississippi *
3305.	Jones County, Mississippi *
3306.	Lafayette County, Mississippi
5500.	*
3307.	Lamar County, Mississippi *
3308.	Lauderdale County,
	Mississippi *
3309.	Lee County, Mississippi *
3310.	Lincoln County, Mississippi *
3311.	Lowndes County, Mississippi
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3312.	Madison County, Mississippi
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3313.	Marshall County, Mississippi
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3314.	Meridian city, Mississippi *
3315.	Monroe County, Mississippi *
3316.	Oktibbeha County, Mississippi
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3317.	Olive Branch city, Mississippi
	*
3318.	Panola County, Mississippi *
3319.	Pearl River County,
	Mississippi *
3320.	Pike County, Mississippi *
3321.	Pontotoc County, Mississippi
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3322.	Rankin County, Mississippi *
3323.	Southaven city, Mississippi *
3324.	Tupelo city, Mississippi *
3325.	Warren County, Mississippi *
3326.	Washington County,
	Mississippi *
3327.	Amite County, Mississippi
3328.	Attala County, Mississippi
3329.	Bay St. Louis city, Mississippi
3330.	Brandon city, Mississippi
3331.	Brookhaven city, Mississippi
3332.	Byram city, Mississippi
3333.	Calhoun County, Mississippi
3334.	Canton city, Mississippi
3335.	Chickasaw County,
5555.	Mississippi
3336.	Clarke County, Mississippi
3337.	Clarksdale city, Mississippi
3338.	Clay County, Mississippi
3339.	Cleveland city, Mississippi
33340.	Clinton city, Mississippi
3341.	Coahoma County, Mississippi
3342.	Columbus city, Mississippi
3343.	Copiah County, Mississippi
3344.	Corinth city, Mississippi

3345.	Covington County,
	Mississippi
3346.	D'Iberville city, Mississippi
3347.	Gautier city, Mississippi
3348.	George County, Mississippi
3349.	Greene County, Mississippi
3350.	Greenville city, Mississippi
3351.	Greenwood city, Mississippi
3352.	Grenada city, Mississippi
3353.	Grenada County, Mississippi
3354.	Hernando city, Mississippi
3355.	Holmes County, Mississippi
3356.	Horn Lake city, Mississippi
3357.	Itawamba County, Mississippi
3358.	Jasper County, Mississippi
3359.	Jefferson Davis County,
5557.	Mississippi
3360.	Laurel city, Mississippi
3361.	Lawrence County, Mississippi
3362.	Leake County, Mississippi
3363.	Leflore County, Mississippi
3364.	Long Beach city, Mississippi
3365.	Madison city, Mississippi
3366.	Marion County, Mississippi
3367.	McComb city, Mississippi
3368.	Moss Point city, Mississippi
3369.	Natchez city, Mississippi
3370.	Neshoba County, Mississippi
3371.	Newton County, Mississippi
3372.	Noxubee County, Mississippi
3373.	Ocean Springs city,
5575.	Mississippi
3374.	Oxford city, Mississippi
3375.	Pascagoula city, Mississippi
3376.	Pearl city, Mississippi
3377.	Perry County, Mississippi
3378.	Petal city, Mississippi
3379.	Picayune city, Mississippi
3380.	Prentiss County, Mississippi
3381.	Ridgeland city, Mississippi
3382.	Scott County, Mississippi
3383.	Simpson County, Mississippi
3384.	Smith County, Mississippi
3385.	Starkville city, Mississippi
3386.	Stone County, Mississippi
3387.	Sunflower County, Mississippi
3388.	Tallahatchie County,
	Mississippi
3389.	Tate County, Mississippi
3390.	Tippah County, Mississippi
3391.	Tishomingo County,
	Mississippi
3392.	Union County, Mississippi
3393.	Vicksburg city, Mississippi
3394.	Walthall County, Mississippi
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3395.	Wayne County, Mississippi
3396.	West Point city, Mississippi
3397.	Winston County, Mississippi
3398.	Yalobusha County,
	Mississippi
3399.	Yazoo City city, Mississippi
3400.	Yazoo County, Mississippi
3401.	Ballwin city, Missouri *
3402.	Barry County, Missouri *
3403.	Blue Springs city, Missouri *
3404.	Boone County, Missouri *
3405.	Buchanan County, Missouri *
3406.	Butler County, Missouri *
3407.	Callaway County, Missouri *
3408.	Camden County, Missouri *
3409.	Cape Girardeau city, Missouri
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3410.	Cape Girardeau County,
	Missouri *
3411.	Cass County, Missouri *
3412.	Chesterfield city, Missouri *
3413.	Christian County, Missouri *
3414.	Clay County, Missouri *
3415.	Cole County, Missouri *
3416.	Columbia city, Missouri *
3417.	Florissant city, Missouri *
3418.	Franklin County, Missouri *
3419.	Greene County, Missouri *
3420.	Howell County, Missouri *
3421.	Independence city, Missouri *
3422.	Jackson County, Missouri *
3423.	Jasper County, Missouri *
3424.	Jefferson City city, Missouri *
3425.	Jefferson County, Missouri *
3426.	Johnson County, Missouri *
3427.	Joplin city, Missouri *
3428.	Kansas City city, Missouri *
3429.	Laclede County, Missouri *
3430.	Lafayette County, Missouri *
3431.	Lawrence County, Missouri *
3432.	Lee's Summit city, Missouri *
3433.	Liberty city, Missouri *
3434.	Lincoln County, Missouri *
3435.	Newton County, Missouri *
3436.	O'Fallon city, Missouri *
3437.	Pettis County, Missouri *
3438.	Phelps County, Missouri *
3439.	Platte County, Missouri *
3440.	Polk County, Missouri *
3441.	Pulaski County, Missouri *
3442.	Scott County, Missouri *
3443.	Springfield city, Missouri *
3444.	St. Charles city, Missouri *
3445.	St. Charles County, Missouri *

3446.	St. Francois County, Missouri *
3447.	St. Joseph city, Missouri *
3448.	St. Louis city, Missouri *
3449.	St. Louis County, Missouri *
3450.	St. Peters city, Missouri *
3451.	Stone County, Missouri *
3452.	Taney County, Missouri *
3453.	University City city, Missouri
5155.	*
3454.	Warren County, Missouri *
3455.	Webster County, Missouri *
3456.	Wentzville city, Missouri *
3457.	Wildwood city, Missouri *
3458.	Adair County, Missouri
3459.	Andrew County, Missouri
3460.	Arnold city, Missouri
3461.	Audrain County, Missouri
3462.	Barton County, Missouri
3463.	Bates County, Missouri
3463. 3464.	Bellefontaine Neighbors city,
5404.	Missouri
3465.	Belton city, Missouri
3465. 3466.	
	Benton County, Missouri Bolivar city, Missouri
3467.	•
3468.	Bollinger County, Missouri
3469.	Branson city, Missouri
3470.	Bridgeton city, Missouri
3471.	Carthage city, Missouri
3472.	Cedar County, Missouri
3473.	Clayton city, Missouri
3474.	Clinton County, Missouri
3475.	Cooper County, Missouri
3476.	Crawford County, Missouri
3477.	Crestwood city, Missouri
3478.	Creve Coeur city, Missouri
3479.	Dallas County, Missouri
3480.	Dardenne Prairie city,
	Missouri
3481.	DeKalb County, Missouri
3482.	Dent County, Missouri
3483.	Douglas County, Missouri
3484.	Dunklin County, Missouri
3485.	Eureka city, Missouri
3486.	Excelsior Springs city,
	Missouri
3487.	Farmington city, Missouri
3488.	Ferguson city, Missouri
3489.	Festus city, Missouri
3490.	Fulton city, Missouri
3491.	Gasconade County, Missouri
3492.	Gladstone city, Missouri
3493.	Grain Valley city, Missouri
3494.	Grandview city, Missouri
3495.	Hannibal city, Missouri

2101	
3496.	Harrisonville city, Missouri
3497.	Hazelwood city, Missouri
3498.	Henry County, Missouri
3499.	Howard County, Missouri
3500.	Independence township,
	Missouri
3501.	Iron County, Missouri
3502.	Jackson city, Missouri
3503.	Jennings city, Missouri
3504.	Kearney city, Missouri
3505.	Kennett city, Missouri
3506.	Kirksville city, Missouri
3507.	Kirkwood city, Missouri
3508.	Lake St. Louis city, Missouri
3509.	Lebanon city, Missouri
3510.	Liberty township, Missouri
3511.	Linn County, Missouri
3512.	Livingston County, Missouri
3513.	Macon County, Missouri
3514.	Madison County, Missouri
3515.	Manchester city, Missouri
3516.	Marion County, Missouri
3517.	Marshall city, Missouri
3518.	Maryland Heights city, Missouri
2510	
3519.	Maryville city, Missouri
3520. 3521.	McDonald County, Missouri Mexico city, Missouri
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3522. 3523.	Miller County, Missouri
3525. 3524.	Mississippi County, Missouri Moberly city, Missouri
3524. 3525.	Moniteau County, Missouri
3525. 3526.	Montgomery County, Missouri
3520. 3527.	Morgan County, Missouri
3527. 3528.	Neosho city, Missouri
3528. 3529.	New Madrid County, Missouri
3529. 3530.	Nixa city, Missouri
3530.	Nodaway County, Missouri
3531.	Oregon County, Missouri
3532.	Osage County, Missouri
3535. 3534.	Overland city, Missouri
3535.	Ozark city, Missouri
3536.	Pemiscot County, Missouri
3537.	Perry County, Missouri
3538.	Pike County, Missouri
3539.	Polk township, Missouri
3540.	Poplar Bluff city, Missouri
3541.	Ralls County, Missouri
3542.	Randolph County, Missouri
3543.	Ray County, Missouri
3544.	Raymore city, Missouri
3545.	Raytown city, Missouri
3546.	Republic city, Missouri
3547.	Ripley County, Missouri
3548.	Rolla city, Missouri
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3549.	Saline County, Missouri
3550.	Sedalia city, Missouri
3551.	Sikeston city, Missouri
3552.	Smithville city, Missouri
3553.	St. Ann city, Missouri
3554.	Ste. Genevieve County,
	Missouri
3555.	Stoddard County, Missouri
3556.	Texas County, Missouri
3557.	Town and Country city,
	Missouri
3558.	Troy city, Missouri
3559.	Union city, Missouri
3560.	Vernon County, Missouri
3561.	Warrensburg city, Missouri
3562.	Washington city, Missouri
3563.	Washington County, Missouri
3564.	Wayne County, Missouri
3565.	Webb City city, Missouri
3566.	Webster Groves city, Missouri
3567.	West Plains city, Missouri
3568.	Wright County, Missouri
3569.	Billings city, Montana *
3570.	Bozeman city, Montana *
3571.	Butte-Silver Bow, Montana *
3572.	Cascade County, Montana *
3573.	Flathead County, Montana *
3574.	Gallatin County, Montana *
3575.	Great Falls city, Montana *
3576.	Helena city, Montana *
3577.	Lake County, Montana *
3578.	Lewis and Clark County,
	Montana *
3579.	Missoula city, Montana *
3580.	Missoula County, Montana *
3581.	Ravalli County, Montana *
3582.	Yellowstone County, Montana
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3583.	Big Horn County, Montana
3584.	Carbon County, Montana
3585.	Custer County, Montana
3586.	Fergus County, Montana
3587.	Glacier County, Montana
3588.	Hill County, Montana
3589.	Jefferson County, Montana
3590.	Kalispell city, Montana
3591.	Lincoln County, Montana
3592.	Park County, Montana
3593.	Richland County, Montana
3594.	Roosevelt County, Montana
3595.	Sanders County, Montana
3596.	Adams County, Nebraska *
3597.	Bellevue city, Nebraska *
3598.	Buffalo County, Nebraska *
2500	Dodgo County, Nobrocka *

Dodge County, Nebraska *

3599.

3600.	Douglas County, Nebraska *
3601.	Grand Island city, Nebraska *
3602.	Hall County, Nebraska *
3603.	Kearney city, Nebraska *
3604.	Lancaster County, Nebraska *
3605.	Lincoln city, Nebraska *
3606.	Lincoln County, Nebraska *
3607.	Madison County, Nebraska *
3608.	Omaha city, Nebraska *
3609.	Platte County, Nebraska *
3610.	Sarpy County, Nebraska *
3611.	Scotts Bluff County, Nebraska
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3612.	Beatrice city, Nebraska
3613.	Box Butte County, Nebraska
3614.	Cass County, Nebraska
3615.	Colfax County, Nebraska
3616.	Columbus city, Nebraska
3617.	Custer County, Nebraska
3618.	Dakota County, Nebraska
3619.	Dawson County, Nebraska
3620.	Fremont city, Nebraska
3621.	Gage County, Nebraska
3622.	Hastings city, Nebraska
3623.	Holt County, Nebraska
3624.	La Vista city, Nebraska
3625.	Lexington city, Nebraska
3626.	Norfolk city, Nebraska
3627.	North Platte city, Nebraska
3628.	Otoe County, Nebraska
3629.	Papillion city, Nebraska
3630.	Red Willow County, Nebraska
3631.	Saline County, Nebraska
3632.	Saunders County, Nebraska
3633.	Scottsbluff city, Nebraska
3634.	Seward County, Nebraska
3635.	South Sioux City city,
	Nebraska
3636.	Washington County, Nebraska
3637.	York County, Nebraska
3638.	Carson City, Nevada *
3639.	Clark County, Nevada *
3640.	Douglas County, Nevada *
3641.	Elko County, Nevada *
3642.	Henderson city, Nevada *
3643.	Las Vegas city, Nevada *
3644.	Lyon County, Nevada *
3645.	North Las Vegas city, Nevada *
3646.	Nye County, Nevada *
3647.	Reno city, Nevada *
3648.	Sparks city, Nevada *
3649.	Washoe County, Nevada *
3650.	Boulder City city, Nevada
3651.	Churchill County, Nevada

3652.	Elko city, Nevada
3653.	Fernley city, Nevada
3654.	Humboldt County, Nevada
3655.	Mesquite city, Nevada
3656.	Belknap County, New
	Hampshire *
3657.	Carroll County, New
	Hampshire *
3658.	Cheshire County, New
00001	Hampshire *
3659.	Concord city, New Hampshire
5057.	*
3660.	Coos County, New Hampshire
5000.	*
3661.	Derry town, New Hampshire *
3662.	Dover city, New Hampshire *
3663.	
5005.	Grafton County, New
2661	Hampshire *
3664.	Hillsborough County, New
2665	Hampshire *
3665.	Manchester city, New
0	Hampshire *
3666.	Merrimack County, New
	Hampshire *
3667.	Nashua city, New Hampshire
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3668.	Rochester city, New
	Hampshire *
3669.	Rockingham County, New
	Hampshire *
3670.	Strafford County, New
	Hampshire *
3671.	Sullivan County, New
	Hampshire *
3672.	Amherst town, New
	Hampshire
3673.	Bedford town, New
	Hampshire
3674.	Berlin city, New Hampshire
3675.	Claremont city, New
	Hampshire
3676.	Conway town, New
	Hampshire
3677.	Durham town, New
	Hampshire
3678.	Exeter town, New Hampshire
3679.	Goffstown town, New
	Hampshire
3680.	Hampton town, New
	Hampshire
3681.	Hanover town, New
	Hampshire
3682.	Hooksett town, New
2002.	Hampshire
3683.	Hudson town, New Hampshire
2000.	

3684.	Keene city, New Hampshire
3685.	Laconia city, New Hampshire
3686.	Lebanon city, New Hampshire
3687.	Londonderry town, New
	Hampshire
3688.	Merrimack town, New
	Hampshire
3689.	Milford town, New Hampshire
3690.	Pelham town, New Hampshire
3691.	Portsmouth city, New
	Hampshire
3692.	Raymond town, New
	Hampshire
3693.	Salem town, New Hampshire
3694.	Somersworth city, New
5071.	Hampshire
3695.	Windham town, New
5075.	Hampshire
3696.	Atlantic City city, New Jersey
5090.	*
3697.	Atlantic County, New Jersey *
3698.	Bayonne city, New Jersey *
3699.	Belleville township, New
2700	Jersey *
3700.	Bergen County, New Jersey *
3701.	Berkeley township, New
2202	Jersey *
3702.	Bloomfield township, New
	Jersey *
3703.	Brick township, New Jersey *
3704.	Bridgewater township, New
	Jersey *
3705.	Burlington County, New
	Jersey *
3706.	Camden city, New Jersey *
3707.	Camden County, New Jersey *
3708.	Cape May County, New Jersey
	*
3709.	Cherry Hill township, New
	Jersey *
3710.	City of Orange township, New
	Jersey *
3711.	Clifton city, New Jersey *
3712.	Cumberland County, New
	Jersey *
3713.	Deptford township, New
	Jersey *
3714.	East Brunswick township,
	New Jersey *
3715.	East Orange city, New Jersey
	*
3716.	Edison township, New Jersey
	*
3717.	Egg Harbor township, New
	Jersey *
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3718.	Elizabeth city, New Jersey *
3719.	Essex County, New Jersey *
3720.	Evesham township, New
	Jersey *
3721.	Ewing township, New Jersey *
3722.	Fair Lawn borough, New
	Jersey *
3723.	Fort Lee borough, New Jersey
	*
3724.	Franklin township, New Jersey
	*
3725.	Freehold township, New
	Jersey *
3726.	Galloway township, New
	Jersey *
3727.	Garfield city, New Jersey *
3728.	Gloucester County, New
2720	Jersey *
3729.	Gloucester township, New
3730.	Jersey * Hackensack city, New Jersey *
3730.	Hamilton township, New
5751.	Jersey *
3732.	Hillsborough township, New
0702	Jersey *
3733.	Hoboken city, New Jersey *
3734.	Howell township, New Jersey
	*
3735.	Hudson County, New Jersey *
3736.	Hunterdon County, New
	Jersey *
3737.	Irvington township, New
	Jersey *
3738.	Jackson township, New Jersey
	*
3739.	Jersey City city, New Jersey *
3740.	Kearny town, New Jersey *
3741.	Lakewood township, New
07.10	Jersey *
3742.	Lawrence township, New
2712	Jersey * Linden city, New Jersey *
3743. 3744.	Livingston township, New
5744.	Jersey *
3745.	Long Branch city, New Jersey
5745.	*
3746.	Manalapan township, New
5740.	Jersey *
3747.	Manchester township, New
.	Jersey *
3748.	Marlboro township, New
	Jersey *
3749.	Mercer County, New Jersey *
3750.	
3750.	Middlesex County, New Jersey *

3751.	Middletown township, New Jersey *
3752.	Monmouth County, New Jersey *
3753.	Monroe township, New Jersey
3754.	Monroe township, New Jersey
3755.	Montclair township, New Jersey *
3756.	Morris County, New Jersey *
3750. 3757.	Mount Laurel township, New
	Jersey *
3758.	New Brunswick city, New
	Jersey *
3759.	Newark city, New Jersey *
3760.	North Bergen township, New
	Jersey *
3761.	North Brunswick township,
0,011	New Jersey *
3762.	Ocean County, New Jersey *
3763.	Old Bridge township, New
5705.	Jersey *
3764.	Parsippany-Troy Hills
	township, New Jersey *
3765.	Passaic city, New Jersey *
3766.	Passaic County, New Jersey *
3767.	Paterson city, New Jersey *
3768.	Pennsauken township, New
5700.	Jersey *
3769.	Perth Amboy city, New Jersey *
3770.	Piscataway township, New
0110	Jersey *
3771.	Plainfield city, New Jersey *
3772.	Princeton, New Jersey *
3773.	Salem County, New Jersey *
3774.	Sayreville borough, New
5774.	Jersey *
3775.	Somerset County, New Jersey
3776.	South Brunswick township, New Jersey *
3777.	Sussex County, New Jersey *
3778.	Teaneck township, New Jersey
5770.	*
3779.	Toms River township, New Jersey *
3780.	Trenton city, New Jersey *
3781.	Union City city, New Jersey *
3782.	Union County, New Jersey *
3783.	Union township, New Jersey *
3784.	Vineland city, New Jersey *
3785.	Warren County, New Jersey *

3786.	Washington township, New Jersey *
3787.	Wayne township, New Jersey
3788.	West New York town, New Jersey *
3789.	West Orange township, New Jersey *
3790.	Willingboro township, New Jersey *
3791.	Winslow township, New Jersey *
3792.	Woodbridge township, New Jersey *
3793.	Aberdeen township, New
2704	Jersey
3794.	Asbury Park city, New Jersey
3795.	Barnegat township, New Jersey
3796.	Beachwood borough, New Jersey
3797.	Bellmawr borough, New Jersey
3798.	Bergenfield borough, New Jersey
3799.	Berkeley Heights township, New Jersey
3800.	Bernards township, New Jersey
3801.	Bordentown township, New Jersey
3802.	Bound Brook borough, New Jersey
3803.	Branchburg township, New Jersey
3804.	Bridgeton city, New Jersey
3805.	Burlington township, New Jersey
3806.	Carteret borough, New Jersey
3807.	Cedar Grove township, New Jersey
3808.	Chatham township, New Jersey
3809.	Cinnaminson township, New Jersey
3810.	Clark township, New Jersey
3810. 3811.	Cliffside Park borough, New Jersey
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3812.	Clinton township, New Jersey
3813.	Collingswood borough, New Jersey
3814.	Cranford township, New Jersey
3815.	Delran township, New Jersey

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3816.	Denville township, New
	Jersey
3817.	Dover town, New Jersey
3818.	Dumont borough, New Jersey
3819.	East Greenwich township,
	New Jersey
3820.	East Hanover township, New
	Jersey
3821.	East Windsor township, New
	Jersey
3822.	Eatontown borough, New
	Jersey
3823.	Edgewater borough, New
	Jersey
3824.	Elmwood Park borough, New
·	Jersey
3825.	Englewood city, New Jersey
3826.	Fairview borough, New Jersey
3827.	Florence township, New
002/1	Jersey
3828.	Florham Park borough, New
5626.	Jersey
3829.	Franklin Lakes borough, New
5027.	Jersey
3830.	Franklin township, New Jersey
3831.	Freehold borough, New Jersey
3832.	Glassboro borough, New
5652.	Jersey
3833.	Glen Rock borough, New
5655.	Jersey
3834.	Gloucester City city, New
5054.	Jersey
3835.	Guttenberg town, New Jersey
5055.	
3836	Haddon fownship New Jersev
3836. 3837	Haddon township, New Jersey Haddonfield borough New
3836. 3837.	Haddonfield borough, New
3837.	Haddonfield borough, New Jersey
	Haddonfield borough, New Jersey Hamilton township, New
3837. 3838.	Haddonfield borough, New Jersey Hamilton township, New Jersey
3837.3838.3839.	Haddonfield borough, New Jersey Hamilton township, New Jersey Hammonton town, New Jersey
3837. 3838.	Haddonfield borough, New Jersey Hamilton township, New Jersey Hammonton town, New Jersey Hanover township, New
3837.3838.3839.3840.	Haddonfield borough, New Jersey Hamilton township, New Jersey Hammonton town, New Jersey Hanover township, New Jersey
3837.3838.3839.3840.3841.	Haddonfield borough, New Jersey Hamilton township, New Jersey Hammonton town, New Jersey Hanover township, New Jersey Harrison town, New Jersey
3837.3838.3839.3840.	Haddonfield borough, New Jersey Hamilton township, New Jersey Hammonton town, New Jersey Hanover township, New Jersey Harrison town, New Jersey Harrison township, New
 3837. 3838. 3839. 3840. 3841. 3842. 	Haddonfield borough, New Jersey Hamilton township, New Jersey Hammonton town, New Jersey Hanover township, New Jersey Harrison town, New Jersey Harrison township, New Jersey
3837.3838.3839.3840.3841.	Haddonfield borough, New Jersey Hamilton township, New Jersey Hammonton town, New Jersey Hanover township, New Jersey Harrison town, New Jersey Harrison township, New Jersey Hasbrouck Heights borough,
 3837. 3838. 3839. 3840. 3841. 3842. 3843. 	Haddonfield borough, New Jersey Hamilton township, New Jersey Hammonton town, New Jersey Hanover township, New Jersey Harrison town, New Jersey Harrison township, New Jersey Hasbrouck Heights borough, New Jersey
 3837. 3838. 3839. 3840. 3841. 3842. 	Haddonfield borough, New Jersey Hamilton township, New Jersey Hammonton town, New Jersey Hanover township, New Jersey Harrison township, New Jersey Hasbrouck Heights borough, New Jersey Hawthorne borough, New
 3837. 3838. 3839. 3840. 3841. 3842. 3843. 3844. 	Haddonfield borough, New Jersey Hamilton township, New Jersey Hammonton town, New Jersey Hanover township, New Jersey Harrison township, New Jersey Hasbrouck Heights borough, New Jersey Hawthorne borough, New Jersey
 3837. 3838. 3839. 3840. 3841. 3842. 3843. 3844. 3845. 	Haddonfield borough, New Jersey Hamilton township, New Jersey Hammonton town, New Jersey Hanover township, New Jersey Harrison town, New Jersey Harrison township, New Jersey Hasbrouck Heights borough, New Jersey Hawthorne borough, New Jersey Hazlet township, New Jersey
 3837. 3838. 3839. 3840. 3841. 3842. 3843. 3844. 	Haddonfield borough, New Jersey Hamilton township, New Jersey Hammonton town, New Jersey Hanover township, New Jersey Harrison town, New Jersey Harrison township, New Jersey Hasbrouck Heights borough, New Jersey Hawthorne borough, New Jersey Hazlet township, New Jersey Highland Park borough, New
 3837. 3838. 3839. 3840. 3841. 3842. 3843. 3844. 3845. 3846. 	Haddonfield borough, New Jersey Hamilton township, New Jersey Hammonton town, New Jersey Hanover township, New Jersey Harrison town, New Jersey Harrison township, New Jersey Hasbrouck Heights borough, New Jersey Hawthorne borough, New Jersey Hazlet township, New Jersey Highland Park borough, New Jersey
 3837. 3838. 3839. 3840. 3841. 3842. 3843. 3844. 3845. 3846. 3847. 	Haddonfield borough, New Jersey Hamilton township, New Jersey Hammonton town, New Jersey Hanover township, New Jersey Harrison town, New Jersey Harrison township, New Jersey Hasbrouck Heights borough, New Jersey Hawthorne borough, New Jersey Hazlet township, New Jersey Highland Park borough, New Jersey Hillsdale borough, New Jersey
 3837. 3838. 3839. 3840. 3841. 3842. 3843. 3844. 3845. 3846. 3847. 3848. 	Haddonfield borough, New Jersey Hamilton township, New Jersey Hammonton town, New Jersey Hanover township, New Jersey Harrison township, New Jersey Hasbrouck Heights borough, New Jersey Hawthorne borough, New Jersey Hazlet township, New Jersey Highland Park borough, New Jersey Hillsdale borough, New Jersey
 3837. 3838. 3839. 3840. 3841. 3842. 3843. 3844. 3845. 3846. 3847. 	Haddonfield borough, New Jersey Hamilton township, New Jersey Hammonton town, New Jersey Hanover township, New Jersey Harrison town, New Jersey Harrison township, New Jersey Hasbrouck Heights borough, New Jersey Hawthorne borough, New Jersey Hazlet township, New Jersey Highland Park borough, New Jersey Hillsdale borough, New Jersey

3850.	Hopatcong borough, New
	Jersey
3851.	Hopewell township, New
	Jersey
3852.	Jefferson township, New
	Jersey
3853.	Lacey township, New Jersey
3854.	Lincoln Park borough, New
	Jersey
3855.	Lindenwold borough, New
	Jersey
3856.	Little Egg Harbor township,
	New Jersey
3857.	Little Falls township, New
	Jersey
3858.	Little Ferry borough, New
	Jersey
3859.	Lodi borough, New Jersey
3860.	Lower township, New Jersey
3861.	Lumberton township, New
	Jersey
3862.	Lyndhurst township, New
0002	Jersey
3863.	Madison borough, New Jersey
3864.	Mahwah township, New
20011	Jersey
3865.	Mantua township, New Jersey
3866.	Manville borough, New Jersey
3867.	Maple Shade township, New
5007.	Jersey
3868.	Maplewood township, New
5000.	Jersey
3869.	Medford township, New
5007.	Jersey
3870.	Metuchen borough, New
5070.	Jersey
3871.	Middle township, New Jersey
3872.	Middlesex borough, New
5072.	Jersey
3873.	Millburn township, New
5075.	Jersey
3874.	Millstone township, New
5074.	Jersey
3875.	Millville city, New Jersey
3876.	Montgomery township, New
5070.	Jersey
3877.	Montville township, New
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3878.	Moorestown township, New
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3879.	Jersey Morris township, New Jersey
3880.	Morristown town, New Jersey
3880. 3881.	Mount Olive township, New
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3882.	Jersey Neptune township, New Jersey
5002.	replune township, new jersey

3883.	New Milford borough, New
	Jersey
3884.	New Providence borough,
	New Jersey
3885.	North Arlington borough, New
	Jersey
3886.	North Plainfield borough, New
	Jersey
3887.	Nutley township, New Jersey
3888.	Oakland borough, New Jersey
3889.	Ocean City city, New Jersey
3890.	Ocean township, New Jersey
3891.	Palisades Park borough, New
2002	Jersey
3892.	Paramus borough, New Jersey
3893.	Pemberton township, New
2804	Jersey
3894.	Pennsville township, New
3895.	Jersey Pequannock township, New
3695.	Jersey
3896.	Phillipsburg town, New Jersey
3897.	Pine Hill borough, New Jersey
3898.	Plainsboro township, New
5070.	Jersey
3899.	Pleasantville city, New Jersey
3900.	Point Pleasant borough, New
2700.	Jersey
3901.	Pompton Lakes borough, New
	Jersey
3902.	Rahway city, New Jersey
3903.	Ramsey borough, New Jersey
3904.	Randolph township, New
	Jersey
3905.	Raritan township, New Jersey
3906.	Readington township, New
	Jersey
3907.	Red Bank borough, New
	Jersey
3908.	Ridgefield borough, New
	Jersey
3909.	Ridgefield Park village, New
2010	Jersey
3910.	Ridgewood village, New
2011	Jersey
3911.	Ringwood borough, New
2012	Jersey
3912.	River Edge borough, New
2012	Jersey Robbingville township New
3913.	Robbinsville township, New Jersey
3914.	Rockaway township, New
3714.	Jersey
3915.	Roselle borough, New Jersey
5713.	resolut corough, new jersey

- 3916. Roselle Park borough, New Jersey 3917. Roxbury township, New
- Jersey 3918. Rutherford borough, New
- Jersey 3919. Saddle Brook township, New Jersey
- 3920. Scotch Plains township, New Jersey
- 3921. Secaucus town, New Jersey
- 3922. Somers Point city, New Jersey 3923. Somerville borough, New
- Jersey 3924. South Orange Village
- township, New Jersey 3925. South Plainfield borough, New
- Jersey 3926. South River borough, New
- Jersey Southampton township, New 3927. Jersey
- 3928. Sparta township, New Jersey 3929.
- Springfield township, New Jersey
- 3930. Stafford township, New Jersey
- 3931. Summit city, New Jersey
- 3932. Tenafly borough, New Jersey 3933. Tinton Falls borough, New Jersey
- 3934. Totowa borough, New Jersey
- 3935. Upper township, New Jersey
- 3936. Vernon township, New Jersey
- 3937. Verona township, New Jersey 3938. Voorhees township, New
- Jersey 3939. Waldwick borough, New Jersey
- 3940. Wall township, New Jersey
- 3941. Wallington borough, New Jersey
- 3942. Wanaque borough, New Jersey
- 3943. Wantage township, New Jersey
- 3944. Warren township, New Jersey 3945. Washington township, New Jersey
- 3946. Waterford township, New Jersey
- 3947. Weehawken township, New Jersey 3948. West Caldwell township, New
- Jersey
- 3949. West Deptford township, New Jersey 3950. West Milford township, New Jersev 3951. West Windsor township, New Jersey 3952. Westfield town, New Jersey 3953. Westwood borough, New Jersey 3954. Woodland Park borough, New Jersev 3955. Woolwich township, New Jersey 3956. Wyckoff township, New Jersey 3957. Alamogordo city, New Mexico * 3958. Albuquerque city, New Mexico * 3959. Bernalillo County, New Mexico * 3960. Chaves County, New Mexico 3961. Clovis city, New Mexico * 3962. Curry County, New Mexico * 3963. Doña Ana County, New Mexico * 3964. Eddy County, New Mexico * 3965. Farmington city, New Mexico 3966. Hobbs city, New Mexico * 3967. Las Cruces city, New Mexico 3968. Lea County, New Mexico * 3969. McKinley County, New Mexico * 3970. Otero County, New Mexico * 3971. Rio Arriba County, New Mexico * 3972. Rio Rancho city, New Mexico 3973. Roswell city, New Mexico * 3974. San Juan County, New Mexico 3975. Sandoval County, New Mexico * 3976. Santa Fe city, New Mexico * 3977. Santa Fe County, New Mexico 3978. Taos County, New Mexico * 3979. Valencia County, New Mexico 3980. Artesia city, New Mexico 3981. Bernalillo town, New Mexico
- 3982. Carlsbad city, New Mexico
- 3983. Cibola County, New Mexico 3984. Colfax County, New Mexico 3985. Deming city, New Mexico 3986. Española city, New Mexico 3987. Gallup city, New Mexico 3988. Grant County, New Mexico 3989. Las Vegas city, New Mexico 3990. Lincoln County, New Mexico 3991. Los Alamos County, New Mexico 3992. Los Lunas village, New Mexico 3993. Lovington city, New Mexico 3994. Luna County, New Mexico 3995. Portales city, New Mexico 3996. Roosevelt County, New Mexico 3997. San Miguel County, New Mexico 3998. Sierra County, New Mexico 3999. Socorro County, New Mexico 4000. Sunland Park city, New Mexico 4001. Torrance County, New Mexico 4002. Albany city, New York * 4003. Albany County, New York * 4004. Allegany County, New York * 4005. Amherst town, New York * 4006. Babylon town, New York * 4007. Bethlehem town, New York * 4008. Binghamton city, New York * 4009. Brighton town, New York * 4010. Brookhaven town, New York 4011. Broome County, New York * 4012. Buffalo city, New York * 4013. Carmel town, New York * 4014. Cattaraugus County, New York * 4015. Cayuga County, New York * 4016. Chautauqua County, New York * 4017. Cheektowaga town, New York 4018. Chemung County, New York 4019. Chenango County, New York Cicero town. New York * 4020. 4021. Clarence town, New York * 4022. Clarkstown town. New York *
- 4023. Clay town, New York *
- 4024. Clifton Park town, New York

4025.	Clinton County, New York *
4026.	Colonie town, New York *
4027.	Columbia County, New York
4028.	Cortland County, New York *
4029.	Cortlandt town, New York *
4030.	Delaware County, New York *
4031.	Dutchess County, New York *
4032.	Eastchester town, New York *
4033.	Erie County, New York *
4034.	Essex County, New York *
4035.	Franklin County, New York *
4036.	Freeport village, New York *
4037.	Fulton County, New York *
4038.	Genesee County, New York *
4039.	Greece town, New York *
4040.	Greenburgh town, New York *
4041.	Greene County, New York *
4042.	Guilderland town, New York *
4043.	Hamburg town, New York *
4044.	Haverstraw town, New York *
4045.	Hempstead town, New York *
4046.	Hempstead village, New York *
4047.	Henrietta town, New York *
4048.	Herkimer County, New York *
4049.	Huntington town, New York *
4050.	Irondequoit town, New York *
4051.	Islip town, New York *
4052.	Ithaca city, New York *
4053.	Jefferson County, New York *
4054.	Lancaster town, New York *
4055.	Livingston County, New York
4056.	Long Beach city, New York *
4057.	Madison County, New York *
4058.	Manlius town, New York *
4059.	Monroe County, New York *
4060.	Montgomery County, New York *
4061.	Mount Pleasant town, New York *
4062.	Mount Vernon city, New York
4063.	Nassau County, New York *
4064.	New Rochelle city, New York
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4065.	New York city / Bronx County
	/ Kings County / New York
	County / Queens County /
	Richmond County, New York
4066.	Newburgh town, New York *
4067.	Niagara County, New York *

4068.	Niagara Falls city, New York
4069.	North Hempstead town, New York *
4070.	North Tonawanda city, New York *
4071.	Oneida County, New York *
4071.	Onondaga County, New York
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4073.	Ontario County, New York *
4074.	Orange County, New York *
4075.	Orangetown town, New York *
4076.	Orleans County, New York *
4077.	Ossining town, New York *
4078.	Oswego County, New York *
4079.	Otsego County, New York *
4080.	Oyster Bay town, New York *
4081.	Penfield town, New York *
4082.	Perinton town, New York *
4083.	Poughkeepsie city, New York
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4084.	Poughkeepsie town, New York *
4085.	Putnam County, New York *
4086.	Ramapo town, New York *
4087.	Rensselaer County, New York
4088.	Riverhead town, New York *
4089.	Rochester city, New York *
4090.	Rockland County, New York *
4091.	Rome city, New York *
4092.	Rye town, New York *
4093.	Salina town, New York *
4094.	Saratoga County, New York *
4095.	Schenectady city, New York *
4096.	Schenectady County, New York *
4097.	Schoharie County, New York
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4098.	Seneca County, New York *
4099.	Smithtown town, New York *
4100.	Southampton town, New York *
4101.	Spring Valley village, New York *
4102.	St. Lawrence County, New York *
4103.	Steuben County, New York *
4104.	Suffolk County, New York *
4105.	Sullivan County, New York *
4106.	Syracuse city, New York *
4107.	Tioga County, New York *
4108.	Tompkins County, New York
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4109.	Tonawanda town, New York *
4110.	Troy city, New York *
4111.	Ulster County, New York *
4112.	Union town, New York *
4113.	Utica city, New York *
4114.	Valley Stream village, New
	York *
4115.	Warren County, New York *
4116.	Warwick town, New York *
4117.	Washington County, New
	York *
4118.	Wayne County, New York *
4119.	Webster town, New York *
4120.	West Seneca town, New York
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4121.	Westchester County, New
	York *
4122.	White Plains city, New York *
4123.	Wyoming County, New York
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4124.	Yonkers city, New York *
4125.	Yorktown town, New York *
4126.	Amsterdam city, New York
4127.	Arcadia town, New York
4128.	Auburn city, New York
4129.	Aurora town, New York
4130.	Babylon village, New York
4131.	Ballston town, New York
4132.	Batavia city, New York
4133.	Bath town, New York
4134.	Beacon city, New York
4135.	Bedford town, New York
4136.	Beekman town, New York
4137.	Blooming Grove town, New
	York
4138.	Brunswick town, New York
4139.	Camillus town, New York
4140.	Canandaigua city, New York
4141.	Canandaigua town, New York
4142.	Canton town, New York
4143.	Catskill town, New York
4144.	Chenango town, New York
4145.	Chester town, New York
4146.	Chili town, New York
4147.	Cohoes city, New York
4148.	Corning city, New York
4149.	Cornwall town, New York
4150.	Cortland city, New York
4151.	De Witt town, New York
4152.	Depew village, New York
4153.	Dobbs Ferry village, New
4154	York
4154.	Dryden town, New York
4155.	Dunkirk city, New York
4156	East Fishkill town New York

4156. East Fishkill town, New York

4157.	East Greenbush town, New
	York
4158.	East Hampton town, New
	York
4159.	Elma town, New York
4160.	Elmira city, New York
4161.	Endicott village, New York
4162.	Evans town, New York
4163.	Fallsburg town, New York
4164.	Farmington town, New York
4165.	Fishkill town, New York
4166.	Floral Park village, New York
4167.	Fredonia village, New York
4168.	Fulton city, New York
4169.	Garden City village, New
	York
4170.	Gates town, New York
4171.	Geddes town, New York
4172.	Geneseo town, New York
4173.	Geneva city, New York
4174.	German Flatts town, New
	York
4175.	Glen Cove city, New York
4176.	Glens Falls city, New York
4177.	Glenville town, New York
4178.	Gloversville city, New York
4179.	Goshen town, New York
4180.	Grand Island town, New York
4181.	Great Neck village, New York
4182.	Halfmoon town, New York
4183.	Harrison town, New York
4184.	Harrison village, New York
4185.	Haverstraw village, New York
4186.	Highlands town, New York
4180.	Horseheads town, New York
4187.	Hyde Park town, New York
4188.	Ithaca town, New York
4189.	,
4190. 4191.	Jamestown city, New York
4191.	Johnson City village, New York
4102	Kenmore village, New York
4192.	Kent town, New York
4193. 4194.	Kingsbury town, New York
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4195.	Kingston city, New York
4196.	Kirkland town, New York
4197.	Kiryas Joel village, New York
4198.	La Grange town, New York
4199.	Lackawanna city, New York
4200.	Lake Grove village, New York
4201.	Lancaster village, New York
4202.	Lansing town, New York
4203.	Le Ray town, New York
4204.	Lewis County, New York
4205.	Lewisboro town, New York
4206.	Lewiston town, New York

4207.	Lindenhurst village, New
	York
4208.	Lloyd town, New York
4209.	Lockport city, New York
4210.	Lockport town, New York
4211.	Lynbrook village, New York
4212.	Lysander town, New York
4213.	Malone town, New York
4214.	Malta town, New York
4215.	Mamakating town, New York
4216.	Mamaroneck town, New York
4217.	Mamaroneck village, New
	York
4218.	Massapequa Park village, New
	York
4219.	Massena town, New York
4220.	Massena village, New York
4221.	Middletown city, New York
4222.	Milton town, New York
4223.	Mineola village, New York
4224.	Monroe town, New York
4225.	Montgomery town, New York
4226.	Moreau town, New York
4227.	Mount Kisco village / Mount
	Kisco town, New York
4228.	New Castle town, New York
4229.	New Hartford town, New
	X 7 1
	York
4230.	York New Paltz town, New York
4230. 4231.	
	New Paltz town, New York
	New Paltz town, New York New Windsor town, New
4231.	New Paltz town, New York New Windsor town, New York Newburgh city, New York Niskayuna town, New York
4231. 4232.	New Paltz town, New York New Windsor town, New York Newburgh city, New York
4231. 4232. 4233.	New Paltz town, New York New Windsor town, New York Newburgh city, New York Niskayuna town, New York
4231. 4232. 4233. 4234.	New Paltz town, New York New Windsor town, New York Newburgh city, New York Niskayuna town, New York North Castle town, New York
4231. 4232. 4233. 4234.	New Paltz town, New York New Windsor town, New York Newburgh city, New York Niskayuna town, New York North Castle town, New York North Greenbush town, New York Ogden town, New York
 4231. 4232. 4233. 4234. 4235. 	New Paltz town, New York New Windsor town, New York Newburgh city, New York Niskayuna town, New York North Castle town, New York North Greenbush town, New York
 4231. 4232. 4233. 4234. 4235. 4236. 	New Paltz town, New York New Windsor town, New York Newburgh city, New York Niskayuna town, New York North Castle town, New York North Greenbush town, New York Ogden town, New York Ogdensburg city, New York Olean city, New York
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 4231. 4232. 4233. 4234. 4235. 4236. 4237. 4238. 4239. 	New Paltz town, New York New Windsor town, New York Newburgh city, New York Niskayuna town, New York North Castle town, New York North Greenbush town, New York Ogden town, New York Ogden town, New York Olean city, New York Oneida city, New York Oneonta city, New York Onondaga town, New York
 4231. 4232. 4233. 4234. 4235. 4236. 4237. 4238. 4239. 4240. 	New Paltz town, New York New Windsor town, New York Newburgh city, New York Niskayuna town, New York North Castle town, New York North Greenbush town, New York Ogden town, New York Ogdensburg city, New York Olean city, New York Oneida city, New York
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4255.	Plattsburgh city, New York
4256.	Plattsburgh town, New York
4257.	Pomfret town, New York
4258.	Port Chester village, New
	York
4259.	Potsdam town, New York
4260.	Putnam Valley town, New
	York
4261.	Queensbury town, New York
4262.	Red Hook town, New York
4263.	Rockville Centre village, New
	York
4264.	Rotterdam town, New York
4265.	Rye city, New York
4266.	Saratoga Springs city, New
	York
4267.	Saugerties town, New York
4268.	Scarsdale village / Scarsdale
	town, New York
4269.	Schodack town, New York
4270.	Schuyler County, New York
4271.	Shawangunk town, New York
4272.	Sleepy Hollow village, New
	York
4273.	Somers town, New York
4274.	Southeast town, New York
4275.	Southold town, New York
4276.	Stony Point town, New York
4277.	Suffern village, New York
4278.	Sullivan town, New York
4279.	Sweden town, New York
4280.	Tarrytown village, New York
4281.	Thompson town, New York
4282.	Tonawanda city, New York
4283.	Ulster town, New York
4284.	Van Buren town, New York
4285.	Vestal town, New York
4286.	Victor town, New York
4287.	Wallkill town, New York
4288.	Wappinger town, New York
4289.	Watertown city, New York
4290.	Wawarsing town, New York
4291.	West Haverstraw village, New
	York
4292.	Westbury village, New York
4293.	Wheatfield town, New York
4294.	Whitestown town, New York
4295.	Wilton town, New York
4296.	Woodbury town, New York
4297.	Woodbury village, New York
4298.	Yates County, New York
4299.	Alamance County, North
	Carolina *
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4300. Alexander County, North Carolina *

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4301.	Apex town, North Carolina *
4302.	Asheville city, North Carolina *
4303.	Beaufort County, North Carolina *
4304.	Bladen County, North Carolina *
4305.	Brunswick County, North Carolina *
4306.	Buncombe County, North
4307.	Carolina * Burke County, North Carolina
4308.	* Burlington city, North
4309.	Carolina * Cabarrus County, North
4310.	Carolina * Caldwell County, North
401.1	Carolina *
4311.	Carteret County, North Carolina *
4312.	Cary town, North Carolina *
4313.	Catawba County, North Carolina *
4314.	Chapel Hill town, North Carolina *
4315.	Charlotte city, North Carolina
4316.	Chatham County, North Carolina *
4317.	Cleveland County, North Carolina *
4318.	Columbus County, North Carolina *
4319.	Concord city, North Carolina *
4320.	Cornelius town, North Carolina *
4321.	Craven County, North Carolina *
4322.	Cumberland County, North
4323.	Carolina * Dare County, North Carolina *
4324.	Davidson County, North
4325.	Carolina * Davie County, North Carolina *
4326.	Duplin County, North Carolina *
4327.	Durham city, North Carolina *
4327.	Durham County, North
	Carolina *
4329.	Edgecombe County, North Carolina *
4330.	Fayetteville city, North Carolina *

4331.	Forsyth County, North Carolina *
4332.	Franklin County, North Carolina *
4333.	Fuquay-Varina town, North Carolina *
4334.	Garner town, North Carolina *
4335.	Gaston County, North Carolina *
4336.	Gastonia city, North Carolina *
4337.	Goldsboro city, North Carolina *
4338.	Granville County, North Carolina *
4339.	Greensboro city, North Carolina *
4340.	Greenville city, North Carolina *
4341.	Guilford County, North Carolina *
4342.	Halifax County, North Carolina *
4343.	Harnett County, North Carolina *
4344.	Haywood County, North Carolina *
4345.	Henderson County, North Carolina *
4346.	Hickory city, North Carolina *
4347.	High Point city, North Carolina *
4348.	Hoke County, North Carolina
4349.	Holly Springs town, North Carolina *
4350.	Huntersville town, North Carolina *
4351.	Indian Trail town, North Carolina *
4352.	Iredell County, North Carolina
4353.	Jackson County, North Carolina *
4354.	Jacksonville city, North Carolina *
4355.	Johnston County, North Carolina *
4356.	Kannapolis city, North Carolina *
4357.	Lee County, North Carolina *
4358.	Lenoir County, North Carolina *
4359.	Lincoln County, North Carolina *

4360.	Macon County, North
4361.	Carolina * Matthews town, North
4501.	Carolina *
4362.	McDowell County, North
	Carolina *
4363.	Mecklenburg County, North
4364.	Carolina * Monroe city, North Carolina *
4365.	Moore County, North Carolina
10001	*
4366.	Mooresville town, North
	Carolina *
4367.	Nash County, North Carolina
4368.	New Hanover County, North
+500.	Carolina *
4369.	Onslow County, North
	Carolina *
4370.	Orange County, North
4371.	Carolina *
4371.	Pasquotank County, North Carolina *
4372.	Pender County, North
	Carolina *
4373.	Person County, North Carolina
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4374.	Pitt County, North Carolina *
4375.	Raleigh city, North Carolina *
4376.	Randolph County, North
	Carolina *
4377.	Richmond County, North
	Carolina *
4378.	Robeson County, North
1270	Carolina *
4379.	Rockingham County, North Carolina *
4380.	Rocky Mount city, North
4500.	Carolina *
4381.	Rowan County, North
1501.	Carolina *
4382.	Rutherford County, North
	Carolina *
4383.	Salisbury city, North Carolina
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4384.	Sampson County, North
1205	Carolina *
4385.	Sanford city, North Carolina *
4386.	Scotland County, North Carolina *
4387.	Stanly County, North Carolina
1207.	*
4388.	Stokes County, North Carolina
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4389.	Surry County, North Carolina
4390.	Transylvania County, North
	Carolina *
4391.	Union County, North Carolina *
4392.	Vance County, North Carolina *
4393.	Wake County, North Carolina *
4394.	Wake Forest town, North Carolina *
4395.	
4393.	Watauga County, North Carolina *
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4396.	Wayne County, North
	Carolina *
4397.	Wilkes County, North
	Carolina *
4398.	Wilmington city, North
	Carolina *
4399.	Wilson city, North Carolina *
4400.	Wilson County, North
	Carolina *
4401.	Winston-Salem city, North
	Carolina *
4402.	Yadkin County, North
4402.	Carolina *
4403.	Albemarle city, North
4405.	-
1404	Carolina
4404.	Alleghany County, North
	Carolina
4405.	Anson County, North Carolina
4406.	Archdale city, North Carolina
4407.	Ashe County, North Carolina
4408.	Asheboro city, North Carolina
4409.	Avery County, North Carolina
4410.	Belmont city, North Carolina
4411.	Bertie County, North Carolina
4412.	Boone town, North Carolina
4413.	Camden County, North
	Carolina
4414.	Carrboro town, North Carolina
4415.	Caswell County, North
	Carolina
4416.	Cherokee County, North
4410.	Carolina
4417.	
441/.	Chowan County, North Carolina
4410	
4418.	Clay County, North Carolina
4419.	Clayton town, North Carolina
4420.	Clemmons village, North
	Carolina
4421.	Currituck County, North
	Carolina

4422.	Davidson town, North
4400	Carolina
4423.	Eden city, North Carolina
4424.	Elizabeth City city, North
4405	Carolina
4425.	Elon town, North Carolina
4426.	Gates County, North Carolina
4427.	Graham city, North Carolina
4428.	Greene County, North Carolina
4420	
4429.	Harrisburg town, North Carolina
4430.	Havelock city, North Carolina
4430.	Henderson city, North
4431.	Carolina
4432.	Hendersonville city, North
44,52.	Carolina
4433.	Hertford County, North
4455.	Carolina
4434.	Hope Mills town, North
	Carolina
4435.	Kernersville town, North
1155.	Carolina
4436.	Kings Mountain city, North
	Carolina
4437.	Kinston city, North Carolina
4438.	Knightdale town, North
	Carolina
4439.	Laurinburg city, North
	Carolina
4440.	Leland town, North Carolina
4441.	Lenoir city, North Carolina
4442.	Lewisville town, North
	Carolina
4443.	Lexington city, North Carolina
4444.	Lincolnton city, North
	Carolina
4445.	Lumberton city, North
	Carolina
4446.	Madison County, North
	Carolina
4447.	Martin County, North Carolina
4448.	Mebane city, North Carolina
4449.	Mint Hill town, North
	Carolina
4450.	Mitchell County, North
	Carolina
4451.	Montgomery County, North
	Carolina
4452.	Morganton city, North
	Carolina
4453.	Morrisville town, North
4454	Carolina
4454.	Mount Airy city, North
	Carolina

4455.	Mount Holly city, North
	Carolina
4456.	New Bern city, North Carolina
4457.	Newton city, North Carolina
4458.	Northampton County, North
	Carolina
4459.	Pamlico County, North
	Carolina
4460.	Perquimans County, North
	Carolina
4461.	Pinehurst village, North
	Carolina
4462.	Polk County, North Carolina
4463.	Reidsville city, North Carolina
4464.	Roanoke Rapids city, North
1165	Carolina
4465.	Shelby city, North Carolina
4466.	Smithfield town, North
4467.	Carolina
4407.	Southern Pines town, North Carolina
4468.	Spring Lake town, North
4408.	Carolina
4469.	Stallings town, North Carolina
4470.	Statesville city, North Carolina
4471.	Summerfield town, North
11/1.	Carolina
4472.	Swain County, North Carolina
4473.	Tarboro town, North Carolina
4474.	Thomasville city, North
	Carolina
4475.	Warren County, North
	Carolina
4476.	Washington County, North
	Carolina
4477.	Waxhaw town, North Carolina
4478.	Waynesville town, North
	Carolina
4479.	Weddington town, North
	Carolina
4480.	Yancey County, North
	Carolina
4481.	Bismarck city, North Dakota *
4482.	Burleigh County, North
	Dakota *
4483.	Cass County, North Dakota *
4484.	Fargo city, North Dakota *
4485.	Grand Forks city, North
	Dakota *
4486.	Grand Forks County, North
1407	Dakota *
4487.	Minot city, North Dakota *
4488.	Morton County, North Dakota
1100	
4489.	Stark County, North Dakota *

4490.	Ward County, North Dakota *
4491.	West Fargo city, North Dakota
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4492.	Williams County, North
	Dakota *
4493.	Barnes County, North Dakota
4494.	Dickinson city, North Dakota
4495.	Jamestown city, North Dakota
4496.	Mandan city, North Dakota
4497.	McKenzie County, North
	Dakota
4498.	Mountrail County, North
	Dakota
4499.	Ramsey County, North Dakota
4500.	Richland County, North
	Dakota
4501.	Rolette County, North Dakota
4502.	Stutsman County, North
	Dakota
4503.	Walsh County, North Dakota
4504.	Williston city, North Dakota
4505.	Akron city, Ohio *
4506.	Allen County, Ohio *
4507.	Anderson township, Ohio *
4508.	Ashland County, Ohio *
4509.	Ashtabula County, Ohio *
4510.	Athens County, Ohio *
4511.	Athens township, Ohio *
4512.	Auglaize County, Ohio *
4513.	Austintown township, Ohio *
4514.	Bath township, Ohio *
4515.	Beavercreek city, Ohio *
4516.	Beavercreek township, Ohio *
4517.	Belmont County, Ohio *
4518.	Boardman township, Ohio *
4519.	Bowling Green city, Ohio *
4520.	Brown County, Ohio *
4521.	Brunswick city, Ohio *
4522.	Butler County, Ohio *
4523.	Canton city, Ohio *
4524.	Champaign County, Ohio *
4525.	Cincinnati city, Ohio *
4526.	Clark County, Ohio *
4527.	Clear Creek township, Ohio *
4528.	Clermont County, Ohio *
4529.	Cleveland city, Ohio *
4530.	Cleveland Heights city, Ohio *
4531.	Clinton County, Ohio *
4532.	Colerain township, Ohio *
4533.	Columbiana County, Ohio *
4534.	Columbus city, Ohio *
4535.	Concord township, Ohio *
4536.	Coshocton County, Ohio *
4537.	Crawford County, Ohio *
4538.	Cuyahoga County, Ohio *
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4539. Cuyahoga Falls city, Ohio * 4540. Darke County, Ohio * 4541. Dayton city, Ohio * 4542. Deerfield township, Ohio * 4543. Defiance County, Ohio * 4544. Delaware city, Ohio * 4545. Delaware County, Ohio * 4546. Dublin city, Ohio * 4547. Elyria city, Ohio * 4548. Erie County, Ohio * 4549. Euclid city, Ohio * 4550. Fairborn city, Ohio * 4551. Fairfield city, Ohio * 4552. Fairfield County, Ohio * 4553. Findlay city, Ohio * 4554. Franklin County, Ohio * 4555. Franklin township, Ohio * 4556. Fulton County, Ohio * 4557. Gahanna city, Ohio * 4558. Geauga County, Ohio * 4559. Green township, Ohio * 4560. Greene County, Ohio * 4561. Grove City city, Ohio * 4562. Guernsey County, Ohio * 4563. Hamilton city, Ohio * 4564. Hamilton County, Ohio * 4565. Hancock County, Ohio * 4566. Hardin County, Ohio * 4567. Highland County, Ohio * 4568. Hilliard city, Ohio * 4569. Holmes County, Ohio * 4570. Huber Heights city, Ohio * 4571. Huron County, Ohio * 4572. Jackson County, Ohio * 4573. Jackson township, Ohio * 4574. Jackson township, Ohio * 4575. Jefferson County, Ohio * 4576. Kettering city, Ohio * 4577. Knox County, Ohio * 4578. Lake County, Ohio * 4579. Lakewood city, Ohio * 4580. Lancaster city, Ohio * 4581. Lawrence County, Ohio * 4582. Liberty township, Ohio * 4583. Liberty township, Ohio * 4584. Licking County, Ohio * 4585. Lima city, Ohio * 4586. Logan County, Ohio * 4587. Lorain city, Ohio * 4588. Lorain County, Ohio * 4589. Lucas County, Ohio * 4590. Madison County, Ohio * 4591. Mahoning County, Ohio * 4592. Mansfield city, Ohio * 4593. Marion city, Ohio *

4594. Marion County, Ohio * 4595. Marion township, Ohio * 4596. Mason city, Ohio * 4597. Massillon city, Ohio * 4598. Medina County, Ohio * 4599. Mentor city, Ohio * 4600. Mercer County, Ohio * 4601. Miami County, Ohio * 4602. Miami township, Ohio * 4603. Miami township, Ohio * 4604. Middletown city, Ohio * 4605. Mifflin township, Ohio * 4606. Montgomery County, Ohio * 4607. Morrow County, Ohio * 4608. Muskingum County, Ohio * 4609. Newark city, Ohio * 4610. North Olmsted city, Ohio * 4611. North Ridgeville city, Ohio * 4612. North Royalton city, Ohio * 4613. Norwich township, Ohio * 4614. Orange township, Ohio * 4615. Ottawa County, Ohio * 4616. Parma city, Ohio * 4617. Perry County, Ohio * 4618. Pickaway County, Ohio * 4619. Plain township, Ohio * 4620. Portage County, Ohio * Preble County, Ohio * 4621. 4622. Putnam County, Ohio * 4623. Reynoldsburg city, Ohio * 4624. Richland County, Ohio * 4625. Ross County, Ohio * 4626. Sandusky County, Ohio * 4627. Scioto County, Ohio * 4628. Seneca County, Ohio * 4629. Shelby County, Ohio * 4630. Springfield city, Ohio * 4631. Springfield township, Ohio * 4632. Stark County, Ohio * 4633. Stow city, Ohio * Strongsville city, Ohio * 4634. 4635. Summit County, Ohio * 4636. Sylvania township, Ohio * 4637. Toledo city, Ohio * 4638. Trumbull County, Ohio * 4639. Tuscarawas County, Ohio * 4640. Union County, Ohio * 4641. Union township, Ohio * 4642. Upper Arlington city, Ohio * 4643. Violet township, Ohio * 4644. Warren city, Ohio * 4645. Warren County, Ohio * 4646. Washington County, Ohio * 4647. Washington township, Ohio * 4648. Washington township, Ohio *

4649.	Wayne County, Ohio *
4650.	West Chester township, Ohio
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4651.	Westerville city, Ohio *
4652.	Westlake city, Ohio *
4653.	Williams County, Ohio *
4654.	Wood County, Ohio *
4655.	Youngstown city, Ohio *
4656.	Adams County, Ohio
4657.	Alliance city, Ohio
4658.	American township, Ohio
4659.	Amherst city, Ohio
4660.	Ashland city, Ohio
4661.	Ashtabula city, Ohio
4662.	Ashtabula township, Ohio
4663.	Athens city, Ohio
4664.	Aurora city, Ohio
4665.	Avon city, Ohio
4666.	Avon Lake city, Ohio
4667.	Bainbridge township, Ohio
4668.	Barberton city, Ohio
4669.	Batavia township, Ohio
4670.	Bay Village city, Ohio
4671.	Beachwood city, Ohio
4672.	Bedford city, Ohio
4673.	Bedford Heights city, Ohio
4674.	Bellefontaine city, Ohio
4675.	Berea city, Ohio
4676.	Bethel township, Ohio
4677.	Bexley city, Ohio
4678.	Blue Ash city, Ohio
4679.	Brecksville city, Ohio
4680.	Brimfield township, Ohio
4681.	Broadview Heights city, Ohio
4682.	Brook Park city, Ohio
4683.	Brooklyn city, Ohio
4684.	Brunswick Hills township,
	Ohio
4685.	Bucyrus city, Ohio
4686.	Cambridge city, Ohio
4687.	Cambridge township, Ohio
4688.	Canfield township, Ohio
4689.	Canton township, Ohio
4690.	Carroll County, Ohio
4691.	Celina city, Ohio
4692.	Centerville city, Ohio
4693.	Chester township, Ohio
4694.	Chillicothe city, Ohio
4695.	Chippewa township, Ohio
4696. 4607	Circleville city, Ohio
4697.	Clayton city, Ohio
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4702. Copley township, Ohio 4703. Coshocton city, Ohio 4704. Coventry township, Ohio 4705. Defiance city, Ohio 4706. Defiance township, Ohio 4707. Delhi township, Ohio 4708. Dover city, Ohio 4709. Duchouquet township, Ohio 4710. East Cleveland city, Ohio 4711. East Liverpool city, Ohio 4712. Eastlake city, Ohio 4713. Englewood city, Ohio 4714. Etna township, Ohio 4715. Fairfield township, Ohio 4716. Fairview Park city, Ohio 4717. Falls township, Ohio 4718. Fayette County, Ohio 4719. Forest Park city, Ohio 4720. Fostoria city, Ohio 4721. Franklin city, Ohio 4722. Franklin township, Ohio 4723. Fremont city, Ohio 4724. Gallia County, Ohio 4725. Garfield Heights city, Ohio 4726. Geneva township, Ohio 4727. Genoa township, Ohio 4728. Goshen township, Ohio 4729. Granville township, Ohio 4730. Green city, Ohio 4731. Green township, Ohio 4732. Greenville city, Ohio 4733. Greenville township, Ohio 4734. Hamilton township, Ohio 4735. Harrison city, Ohio 4736. Harrison County, Ohio 4737. Harrison township, Ohio 4738. Harrison township, Ohio 4739. Heath city, Ohio 4740. Henry County, Ohio 4741. Hocking County, Ohio 4742. Howland township, Ohio 4743. Hubbard township, Ohio 4744. Hudson city, Ohio 4745. Huron township, Ohio 4746. Ironton city, Ohio 4747. Jefferson township, Ohio 4748. Jefferson township, Ohio 4749. Kent city, Ohio 4750. Lake township, Ohio 4751. Lake township, Ohio 4752. Lake township, Ohio 4753. Lawrence township, Ohio 4754. Lebanon city, Ohio 4755. Lemon township, Ohio 4756. Liberty township, Ohio

4757. Liberty township, Ohio 4758. London city, Ohio 4759. Loveland city, Ohio 4760. Lyndhurst city, Ohio 4761. Macedonia city, Ohio 4762. Mad River township, Ohio 4763. Madison township, Ohio 4764. Madison township, Ohio 4765. Madison township, Ohio 4766. Maple Heights city, Ohio 4767. Marietta city, Ohio 4768. Marysville city, Ohio 4769. Maumee city, Ohio 4770. Mayfield Heights city, Ohio 4771. Medina city, Ohio 4772. Meigs County, Ohio 4773. Miami township, Ohio 4774. Miamisburg city, Ohio 4775. Middleburg Heights city, Ohio 4776. Monclova township, Ohio 4777. Monroe city, Ohio 4778. Monroe County, Ohio 4779. Monroe township, Ohio 4780. Montgomery city, Ohio 4781. Montville township, Ohio 4782. Moorefield township, Ohio 4783. Morgan County, Ohio 4784. Mount Vernon city, Ohio 4785. New Albany city, Ohio 4786. New Franklin city, Ohio 4787. New Philadelphia city, Ohio 4788. Niles city, Ohio 4789. Noble County, Ohio 4790. North Canton city, Ohio 4791. Norton city, Ohio 4792. Norwalk city, Ohio 4793. Norwood city, Ohio Olmsted township, Ohio 4794. 4795. Oregon city, Ohio 4796. Oxford city, Ohio 4797. Oxford township, Ohio 4798. Painesville city, Ohio 4799. Painesville township, Ohio 4800. Paris township, Ohio 4801. Parma Heights city, Ohio 4802. Pataskala city, Ohio 4803. Paulding County, Ohio 4804. Pease township, Ohio 4805. Perkins township, Ohio 4806. Perry township, Ohio 4807. Perry township, Ohio 4808. Perrysburg city, Ohio 4809. Perrysburg township, Ohio 4810. Pickerington city, Ohio 4811. Pierce township, Ohio

4812. Pike County, Ohio 4813. Piqua city, Ohio 4814. Plain township, Ohio 4815. Pleasant township, Ohio 4816. Poland township, Ohio 4817. Portsmouth city, Ohio 4818. Powell city, Ohio 4819. Prairie township, Ohio 4820. Ravenna city, Ohio 4821. Reading city, Ohio 4822. Richland township, Ohio 4823. Richmond Heights city, Ohio 4824. Riverside city, Ohio 4825. Rocky River city, Ohio 4826. Sagamore Hills township, Ohio 4827. Salem city, Ohio 4828. Sandusky city, Ohio 4829. Scioto township, Ohio 4830. Scioto township, Ohio 4831. Seven Hills city, Ohio 4832. Shaker Heights city, Ohio 4833. Sharon township, Ohio 4834. Sharonville city, Ohio 4835. Shawnee township, Ohio 4836. Sidney city, Ohio 4837. Solon city, Ohio 4838. South Euclid city, Ohio 4839. Springboro city, Ohio 4840. Springdale city, Ohio 4841. Springfield township, Ohio 4842. Springfield township, Ohio 4843. Springfield township, Ohio 4844. Springfield township, Ohio 4845. St. Marys township, Ohio 4846. Steubenville city, Ohio 4847. Streetsboro city, Ohio 4848. Struthers city, Ohio 4849. Sycamore township, Ohio 4850. Sylvania city, Ohio 4851. Symmes township, Ohio 4852. Tallmadge city, Ohio 4853. Tiffin city, Ohio 4854. Tipp City city, Ohio 4855. Trenton city, Ohio 4856. Trotwood city, Ohio 4857. Troy city, Ohio 4858. Truro township, Ohio 4859. Turtlecreek township, Ohio 4860. Twinsburg city, Ohio 4861. Union township, Ohio 4862. Union township, Ohio 4863. University Heights city, Ohio 4864. Upper township, Ohio 4865. Urbana city, Ohio

4866.	Urbana township, Ohio
4867.	Van Wert city, Ohio
4868.	Van Wert County, Ohio
4869.	Vandalia city, Ohio
4870.	Vermilion city, Ohio
4871.	Vinton County, Ohio
4872.	Wadsworth city, Ohio
4873.	Warrensville Heights city,
	Ohio
4874.	Washington Court House city,
	Ohio
4875.	Weathersfield township, Ohio
4876.	West Carrollton city, Ohio
4877.	Whitehall city, Ohio
4878.	Wickliffe city, Ohio
4879.	Willoughby city, Ohio
4880.	Willowick city, Ohio
4881.	Wilmington city, Ohio
4882.	Wooster city, Ohio
4883.	Worthington city, Ohio
4884.	Wyandot County, Ohio
4885.	Xenia city, Ohio
4886.	Zanesville city, Ohio
4887.	Bartlesville city, Oklahoma *
4888.	Broken Arrow city, Oklahoma
4889.	Priven County, Oklahoma *
4890.	Bryan County, Oklahoma * Canadian County, Oklahoma *
4890.	Carter County, Oklahoma *
4892.	Cherokee County, Oklahoma *
4893.	Cleveland County, Oklahoma
+075.	*
4894.	Comanche County, Oklahoma
	*
4895.	Creek County, Oklahoma *
4896.	Delaware County, Oklahoma *
4897.	Edmond city, Oklahoma *
4898.	Enid city, Oklahoma *
4899.	Garfield County, Oklahoma *
4900.	Grady County, Oklahoma *
4901.	Kay County, Oklahoma *
4902.	Lawton city, Oklahoma *
4903.	Le Flore County, Oklahoma *
4904.	Lincoln County, Oklahoma *
4905.	Logan County, Oklahoma *
4906.	Mayes County, Oklahoma *
4907.	McClain County, Oklahoma *
4908.	McCurtain County, Oklahoma
4909.	* Midwest City city, Oklahoma
	*
4910.	Moore city, Oklahoma *
4911.	Muskogee city, Oklahoma *
4912.	Muskogee County, Oklahoma
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4913.	Norman city, Oklahoma *
4914.	Oklahoma City city,
	Oklahoma *
4915.	Oklahoma County, Oklahoma
	*
4916.	Okmulgee County, Oklahoma
1017	*
4917.	Osage County, Oklahoma *
4918. 4919.	Ottawa County, Oklahoma * Owasso city, Oklahoma *
4919. 4920.	Payne County, Oklahoma *
4920.	Pittsburg County, Oklahoma *
4922.	Pontotoc County, Oklahoma *
4923.	Pottawatomie County,
	Oklahoma *
4924.	Rogers County, Oklahoma *
4925.	Sequoyah County, Oklahoma
	*
4926.	Shawnee city, Oklahoma *
4927.	Stephens County, Oklahoma *
4928.	Stillwater city, Oklahoma *
4929.	Tulsa city, Oklahoma *
4930.	Tulsa County, Oklahoma *
4931.	Wagoner County, Oklahoma *
4932.	Washington County,
1022	Oklahoma *
4933.	Ada city, Oklahoma
4934. 4935.	Adair County, Oklahoma
4935. 4936.	Altus city, Oklahoma Ardmore city, Oklahoma
4930. 4937.	Atoka County, Oklahoma
4938.	Beckham County, Oklahoma
4939.	Bethany city, Oklahoma
4940.	Bixby city, Oklahoma
4941.	Caddo County, Oklahoma
4942.	Chickasha city, Oklahoma
4943.	Choctaw city, Oklahoma
4944.	Choctaw County, Oklahoma
4945.	Claremore city, Oklahoma
4946.	Coweta city, Oklahoma
4947.	Craig County, Oklahoma
4948.	Custer County, Oklahoma
4949.	Del City city, Oklahoma
4950.	Duncan city, Oklahoma
4951.	Durant city, Oklahoma
4952.	El Reno city, Oklahoma
4953.	Elk City city, Oklahoma
4954.	Garvin County, Oklahoma
4955.	Glenpool city, Oklahoma
4956.	Guthrie city, Oklahoma
4957.	Guymon city, Oklahoma
4958.	Haskell County, Oklahoma
4959.	Hughes County, Oklahoma
4960.	Jackson County, Oklahoma
4961.	Jenks city, Oklahoma

4962. Johnston County, Oklahoma 4963. Kingfisher County, Oklahoma 4964. Latimer County, Oklahoma 4965. Love County, Oklahoma 4966. Marshall County, Oklahoma 4967. McAlester city, Oklahoma 4968. McIntosh County, Oklahoma 4969. Miami city, Oklahoma 4970. Murray County, Oklahoma 4971. Mustang city, Oklahoma 4972. Newcastle city, Oklahoma 4973. Noble County, Oklahoma 4974. Nowata County, Oklahoma 4975. Okfuskee County, Oklahoma 4976. Okmulgee city, Oklahoma 4977. Pawnee County, Oklahoma 4978. Ponca City city, Oklahoma 4979. Pushmataha County, Oklahoma 4980. Sand Springs city, Oklahoma 4981. Sapulpa city, Oklahoma 4982. Seminole County, Oklahoma 4983. Tahlequah city, Oklahoma 4984. Texas County, Oklahoma 4985. Warr Acres city, Oklahoma 4986. Washita County, Oklahoma 4987. Weatherford city, Oklahoma 4988. Woodward city, Oklahoma 4989. Woodward County, Oklahoma 4990. Yukon city, Oklahoma 4991. Albany city, Oregon * 4992. Beaverton city, Oregon * 4993. Bend city, Oregon * 4994. Benton County, Oregon * 4995. Clackamas County, Oregon * 4996. Clatsop County, Oregon * 4997. Columbia County, Oregon * 4998. Coos County, Oregon * 4999. Corvallis city, Oregon * 5000. Deschutes County, Oregon * 5001. Douglas County, Oregon * 5002. Eugene city, Oregon * 5003. Grants Pass city, Oregon * 5004. Gresham city, Oregon * 5005. Hillsboro city, Oregon * 5006. Jackson County, Oregon * 5007. Josephine County, Oregon * 5008. Keizer city, Oregon * 5009. Klamath County, Oregon * 5010. Lake Oswego city, Oregon * 5011. Lane County, Oregon * 5012. Lincoln County, Oregon * 5013. Linn County, Oregon * 5014. Malheur County, Oregon * 5015. Marion County, Oregon *

5016. McMinnville city, Oregon * 5017. Medford city, Oregon * 5018. Multnomah County, Oregon * 5019. Oregon City city, Oregon * 5020. Polk County, Oregon * 5021. Portland city, Oregon * 5022. Redmond city, Oregon * Salem city, Oregon * 5023. 5024. Springfield city, Oregon * 5025. Tigard city, Oregon * 5026. Umatilla County, Oregon * 5027. Washington County, Oregon * 5028. Yamhill County, Oregon * 5029. Ashland city, Oregon 5030. Astoria city, Oregon 5031. Baker County, Oregon 5032. Canby city, Oregon Central Point city, Oregon 5033. 5034. Coos Bay city, Oregon 5035. Cornelius city, Oregon 5036. Cottage Grove city, Oregon 5037. Crook County, Oregon 5038. Curry County, Oregon 5039. Dallas city, Oregon 5040. Forest Grove city, Oregon 5041. Gladstone city, Oregon 5042. Happy Valley city, Oregon 5043. Hermiston city, Oregon 5044. Hood River County, Oregon 5045. Independence city, Oregon 5046. Jefferson County, Oregon 5047. Klamath Falls city, Oregon 5048. La Grande city, Oregon 5049. Lebanon city, Oregon 5050. Milwaukie city, Oregon 5051. Monmouth city, Oregon 5052. Morrow County, Oregon 5053. Newberg city, Oregon 5054. Newport city, Oregon 5055. Ontario city, Oregon 5056. Pendleton city, Oregon 5057. Prineville city, Oregon 5058. Roseburg city, Oregon 5059. Sandy city, Oregon 5060. Sherwood city, Oregon 5061. Silverton city, Oregon 5062. St. Helens city, Oregon 5063. The Dalles city, Oregon 5064. Tillamook County, Oregon 5065. Troutdale city, Oregon 5066. Tualatin city, Oregon 5067. Union County, Oregon 5068. Wasco County, Oregon 5069. West Linn city, Oregon 5070. Wilsonville city, Oregon

5071.	Woodburn city, Oregon
5072.	Abington township,
	Pennsylvania *
5073.	Adams County, Pennsylvania
	*
5074.	Allegheny County,
	Pennsylvania *
5075.	Allentown city, Pennsylvania
	*
5076.	Altoona city, Pennsylvania *
5077.	Armstrong County,
	Pennsylvania *
5078.	Beaver County, Pennsylvania
	*
5079.	Bedford County, Pennsylvania
	*
5080.	Bensalem township,
	Pennsylvania *
5081.	Berks County, Pennsylvania *
5082.	Bethel Park municipality,
	Pennsylvania *
5083.	Bethlehem city, Pennsylvania
	*
5084.	Blair County, Pennsylvania *
5085.	Bradford County,
	Pennsylvania *
5086.	Bristol township, Pennsylvania
	*
5087.	Bucks County, Pennsylvania *
5088.	Butler County, Pennsylvania *
5089.	Cambria County, Pennsylvania
	*
5090.	Carbon County, Pennsylvania
	*
5091.	Centre County, Pennsylvania *
5092.	Cheltenham township,
	Pennsylvania *
5093.	Chester city, Pennsylvania *
5094.	Chester County, Pennsylvania
	*
5095.	Clarion County, Pennsylvania
	*
5096.	Clearfield County,
	Pennsylvania *
5097.	Clinton County, Pennsylvania
	*
5098.	Columbia County,
	Pennsylvania *
5099.	Cranberry township,
	Pennsylvania *
5100.	Crawford County,
	Pennsylvania *
5101.	Cumberland County,
	Pennsylvania *

5102.	Dauphin County, Pennsylvania
5103.	Delaware County,
	Pennsylvania *
5104.	Erie city, Pennsylvania *
5105.	Erie County, Pennsylvania *
5106.	Falls township, Pennsylvania *
5107.	Fayette County, Pennsylvania *
5108.	Franklin County, Pennsylvania *
5109.	Greene County, Pennsylvania *
5110.	Hampden township,
	Pennsylvania *
5111.	Harrisburg city, Pennsylvania
01111	*
5112.	Haverford township,
0112	Pennsylvania *
5113.	Hempfield township,
01101	Pennsylvania *
5114.	Huntingdon County,
5111.	Pennsylvania *
5115.	Indiana County, Pennsylvania
	*
5116.	Jefferson County,
	Pennsylvania *
5117.	Lackawanna County,
	Pennsylvania *
5118.	Lancaster city, Pennsylvania *
5119.	Lancaster County,
	Pennsylvania *
5120.	Lawrence County,
	Pennsylvania *
5121.	Lebanon County,
	Pennsylvania *
5122.	Lehigh County, Pennsylvania
	*
5123.	Lower Macungie township,
	Pennsylvania *
5124.	Lower Makefield township,
	Pennsylvania *
5125.	Lower Merion township,
	Pennsylvania *
5126.	Lower Paxton township,
	Pennsylvania *
5127.	Luzerne County, Pennsylvania
	*
5128.	Lycoming County,
	Pennsylvania *
5129.	Manheim township,
	Pennsylvania *
5130.	McKean County, Pennsylvania
	*

5131.	Mercer County, Pennsylvania
5132.	Middletown township,
	Pennsylvania *
5133.	Mifflin County, Pennsylvania *
5134.	Millcreek township,
5125	Pennsylvania *
5135.	Monroe County, Pennsylvania *
5136.	Montgomery County,
	Pennsylvania *
5137.	Mount Lebanon township,
	Pennsylvania *
5138.	Norristown borough,
	Pennsylvania *
5139.	North Huntingdon township,
	Pennsylvania *
5140.	Northampton County,
	Pennsylvania *
5141.	Northampton township,
	Pennsylvania *
5142.	Northumberland County,
	Pennsylvania *
5143.	Penn Hills township,
	Pennsylvania *
5144.	Perry County, Pennsylvania *
5145.	Philadelphia city /
	Philadelphia County,
	Pennsylvania *
5146.	Pike County, Pennsylvania *
5147.	Pittsburgh city, Pennsylvania *
5148.	Radnor township,
	Pennsylvania *
5149.	Reading city, Pennsylvania *
5150.	Ridley township, Pennsylvania *
5151.	Ross township, Pennsylvania *
5152.	Schuylkill County,
	Pennsylvania *
5153.	Scranton city, Pennsylvania *
5154.	Snyder County, Pennsylvania
	*
5155.	Somerset County,
	Pennsylvania *
5156.	State College borough,
	Pennsylvania *
5157.	Susquehanna County,
	Pennsylvania *
5158.	Tioga County, Pennsylvania *
5159.	Union County, Pennsylvania *
5160.	Upper Darby township,
	Pennsylvania *
5161.	Upper Merion township,
	Pennsylvania *

5162.	Venango County,
	Pennsylvania *
5163.	Warminster township,
	Pennsylvania *
5164.	Warren County, Pennsylvania *
5165.	Washington County,
	Pennsylvania *
5166.	Wayne County, Pennsylvania
	*
5167.	Westmoreland County,
	Pennsylvania *
5168.	Wilkes-Barre city,
	Pennsylvania *
5169.	York city, Pennsylvania *
5170.	York County, Pennsylvania *
5171.	Adams township,
5170	Pennsylvania
5172.	Amity township, Pennsylvania
5173.	Antrim township,
5174	Pennsylvania
5174. 5175.	Aston township, Pennsylvania
5175.	Baldwin borough,
5176.	Pennsylvania Pathlaham townshin
5170.	Bethlehem township,
5177	Pennsylvania Plaamaburg town
5177.	Bloomsburg town,
5178.	Pennsylvania Puokinghom townshin
5176.	Buckingham township, Pennsylvania
5179.	Butler city, Pennsylvania
5180.	Butler township, Pennsylvania
5180.	Caln township, Pennsylvania
5182.	Carlisle borough,
5102.	Pennsylvania
5183.	Cecil township, Pennsylvania
5184.	Center township, Pennsylvania
5185.	Chambersburg borough,
	Pennsylvania
5186.	Chestnuthill township,
	Pennsylvania
5187.	Coal township, Pennsylvania
5188.	Coatesville city, Pennsylvania
5189.	College township,
	Pennsylvania
5190.	Columbia borough,
	Pennsylvania
5191.	Concord township,
	Pennsylvania
5192.	Coolbaugh township,
	Pennsylvania
5193.	Cumru township,
	Pennsylvania
5194.	Darby borough, Pennsylvania
5195.	Derry township, Pennsylvania

Attachment: Opioid Litigation-Final Distributor Settlement Agreement (Resolution-MOA for Distribution of Opioid Settlement Funds)

5196.	Derry township, Pennsylvania
5197.	Dingman township,
	Pennsylvania
5198.	Douglass township,
	Pennsylvania
5199.	Dover township, Pennsylvania
5200.	Doylestown township,
	Pennsylvania
5201.	Dunmore borough,
	Pennsylvania
5202.	East Cocalico township,
	Pennsylvania
5203.	East Goshen township,
	Pennsylvania
5204.	East Hempfield township,
	Pennsylvania
5205.	East Lampeter township,
53 0 C	Pennsylvania
5206.	East Norriton township,
5007	Pennsylvania
5207.	East Pennsboro township,
5209	Pennsylvania
5208.	East Stroudsburg borough,
5209.	Pennsylvania
5209.	East Whiteland township,
5210.	Pennsylvania Faston city, Pennsylvania
5210. 5211.	Easton city, Pennsylvania Easttown township,
5211.	Pennsylvania
5212.	Elizabeth township,
5212.	Pennsylvania
5213.	Elizabethtown borough,
5215.	Pennsylvania
5214.	Elk County, Pennsylvania
5215.	Emmaus borough,
	Pennsylvania
5216.	Ephrata borough,
	Pennsylvania
5217.	Ephrata township,
	Pennsylvania
5218.	Exeter township, Pennsylvania
5219.	Fairview township,
	Pennsylvania
5220.	Fairview township,
	Pennsylvania
5221.	Ferguson township,
	Pennsylvania
5222.	Forks township, Pennsylvania
5223.	Franconia township,
	Pennsylvania
5224.	Franklin Park borough,
	Pennsylvania
5225.	Fulton County, Pennsylvania
5226.	Greene township,
	Pennsylvania

5227.	Greensburg city, Pennsylvania	525
5228.	Guilford township,	524
5000	Pennsylvania	525
5229.	Hamilton township,	52
5220	Pennsylvania	520
5230.	Hampton township,	52
5021	Pennsylvania	520
5231.	Hanover borough, Pennsylvania	520
5232.	Hanover township,	520
5252.	Pennsylvania	520
5233.	Hanover township,	520
5255.	Pennsylvania	520
5234.	Harborcreek township,	520
5254.	Pennsylvania	520
5235.	Harrison township,	520
5255.	Pennsylvania	520
5236.	Hatfield township,	520
5250.	Pennsylvania	520
5237.	Hazleton city, Pennsylvania	520
5237. 5238.	Hermitage city, Pennsylvania	520
5238. 5239.	Hilltown township,	520
5259.	Pennsylvania	520
5240.	Hopewell township,	527
5240.	Pennsylvania	52
5241.	Horsham township,	52
5241.	Pennsylvania	527
5242.	Indiana borough, Pennsylvania	52
5242. 5243.	Jefferson Hills borough,	527
5245.	Pennsylvania	52
5244.	Johnstown city, Pennsylvania	527
5245.	Juniata County, Pennsylvania	02
5246.	Kingston borough,	527
	Pennsylvania	
5247.	Lancaster township,	527
	Pennsylvania	
5248.	Lansdale borough,	527
	Pennsylvania	527
5249.	Lansdowne borough,	
	Pennsylvania	527
5250.	Lebanon city, Pennsylvania	
5251.	Lehigh township,	528
	Pennsylvania	
5252.	Lehman township,	528
	Pennsylvania	
5253.	Limerick township,	528
	Pennsylvania	
5254.	Logan township, Pennsylvania	528
5255.	Lower Allen township,	528
	Pennsylvania	
5256.	Lower Burrell city,	528
	Pennsylvania	
5257.	Lower Gwynedd township,	528
	Pennsylvania	528

5258.	Lower Moreland township,
	Pennsylvania
5259.	Lower Pottsgrove township,
	Pennsylvania
5260.	Lower Providence township,
	Pennsylvania
5261.	Lower Salford township,
	Pennsylvania
5262.	Lower Saucon township,
59.69	Pennsylvania
5263.	Lower Southampton township,
5264	Pennsylvania
5264.	Loyalsock township, Pennsylvania
5265.	Manchester township,
5205.	Pennsylvania
5266.	Manor township, Pennsylvania
5267.	Marple township,
02071	Pennsylvania
5268.	McCandless township,
	Pennsylvania
5269.	McKeesport city,
	Pennsylvania
5270.	Meadville city, Pennsylvania
5271.	Middle Smithfield township,
	Pennsylvania
5272.	Middletown township,
	Pennsylvania
5273.	Milford township,
5054	Pennsylvania
5274.	Monroeville municipality,
5075	Pennsylvania Montoomory township
5275.	Montgomery township,
5276.	Pennsylvania Montour County,
5270.	Pennsylvania
5277.	Moon township, Pennsylvania
5278.	Mount Joy township,
5270.	Pennsylvania
5279.	Mount Pleasant township,
	Pennsylvania
5280.	Muhlenberg township,
	Pennsylvania
5281.	Munhall borough,
	Pennsylvania
5282.	Murrysville municipality,
	Pennsylvania
5283.	Nanticoke city, Pennsylvania
5284.	Nether Providence township,
5005	Pennsylvania
5285.	New Britain township,
5706	Pennsylvania
5286. 5287.	New Castle city, Pennsylvania
5201.	New Garden township, Pennsylvania
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5288.	New Hanover township,
	Pennsylvania
5289.	New Kensington city,
	Pennsylvania
5290.	Newberry township,
	Pennsylvania
5291.	Newtown township,
5202	Pennsylvania
5292.	Newtown township,
5202	Pennsylvania
5293.	North Fayette township, Pennsylvania
5204	•
5294.	North Lebanon township, Pennsylvania
5295.	North Middleton township,
5295.	Pennsylvania
5296.	North Strabane township,
5270.	Pennsylvania
5297.	North Union township,
5277.	Pennsylvania
5298.	North Whitehall township,
	Pennsylvania
5299.	Palmer township,
	Pennsylvania
5300.	Patton township, Pennsylvania
5301.	Penn township, Pennsylvania
5302.	Penn township, Pennsylvania
5303.	Peters township, Pennsylvania
5304.	Phoenixville borough,
	Pennsylvania
5305.	Pine township, Pennsylvania
5306.	Plum borough, Pennsylvania
5307.	Plumstead township,
	Pennsylvania
5308.	Plymouth township,
	Pennsylvania
5309.	Pocono township,
	Pennsylvania
5310.	Potter County, Pennsylvania
5311.	Pottstown borough,
	Pennsylvania
5312.	Pottsville city, Pennsylvania
5313.	Rapho township, Pennsylvania
5314.	Richland township,
	Pennsylvania
5315.	Richland township,
	Pennsylvania
5316.	Richland township,
	Pennsylvania
5317.	Robinson township,
	Pennsylvania
5318.	Rostraver township,
5010	Pennsylvania
5319.	Salisbury township,
	Pennsylvania

Pennsylvania

5320.	Salisbury township,
	Pennsylvania
5321.	Sandy township, Pennsylvania
5322.	Scott township, Pennsylvania
5323.	Shaler township, Pennsylvania
5324.	Sharon city, Pennsylvania
5325.	Silver Spring township,
	Pennsylvania
5326.	Skippack township,
	Pennsylvania
5327.	Somerset township,
500 0	Pennsylvania
5328.	South Fayette township,
5000	Pennsylvania
5329.	South Lebanon township,
5220	Pennsylvania
5330.	South Middleton township,
5221	Pennsylvania South Park township,
5331.	Pennsylvania
5332.	South Union township,
5552.	Pennsylvania
5333.	South Whitehall township,
0000.	Pennsylvania
5334.	Spring Garden township,
000	Pennsylvania
5335.	Spring township, Pennsylvania
5336.	Springettsbury township,
	Pennsylvania
5337.	Springfield township,
	Pennsylvania
5338.	Springfield township,
	Pennsylvania
5339.	St. Marys city, Pennsylvania
5340.	Stroud township, Pennsylvania
5341.	Susquehanna township,
	Pennsylvania
5342.	Swatara township,
	Pennsylvania
5343.	Towamencin township,
	Pennsylvania
5344.	Tredyffrin township,
5245	Pennsylvania
5345.	Unity township, Pennsylvania
5346.	Upper Allen township,
5217	Pennsylvania
5347.	Upper Chichester township, Penneulyania
5348.	Pennsylvania Upper Dublin township,
JJ 1 0.	Pennsylvania
5349.	Upper Gwynedd township,
5517.	Pennsylvania
5350.	Upper Macungie township,
	Pennsylvania
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5351.	Upper Moreland township,
	Pennsylvania
5352.	Upper Providence township,
	Pennsylvania
5353.	Upper Providence township,
	Pennsylvania
5354.	Upper Saucon township,
	Pennsylvania
5355.	Upper Southampton township,
	Pennsylvania
5356.	Upper St. Clair township,
	Pennsylvania
5357.	Upper Uwchlan township,
	Pennsylvania
5358.	Uwchlan township,
5250	Pennsylvania
5359.	Warrington township,
5360.	Pennsylvania Warwick township,
5500.	Pennsylvania
5361.	Warwick township,
5501.	Pennsylvania
5362.	Washington city, Pennsylvania
5363.	Washington township,
	Pennsylvania
5364.	Waynesboro borough,
	Pennsylvania
5365.	West Bradford township,
	Pennsylvania
5366.	West Chester borough,
	Pennsylvania
5367.	West Deer township,
	Pennsylvania
5368.	West Goshen township,
	Pennsylvania
5369.	West Hanover township,
5270	Pennsylvania
5370.	West Hempfield township,
5271	Pennsylvania West Lampeter township,
5371.	Pennsylvania
5372.	West Manchester township,
5572.	Pennsylvania
5373.	West Mifflin borough,
00701	Pennsylvania
5374.	West Norriton township,
	Pennsylvania
5375.	West Whiteland township,
	Pennsylvania
5376.	Westtown township,
	Pennsylvania
5377.	White township, Pennsylvania
5378.	Whitehall borough,
	Pennsylvania

Whitehall township,
Pennsylvania
Whitemarsh township,
Pennsylvania
Whitpain township,
Pennsylvania
Wilkinsburg borough,
Pennsylvania
Williamsport city,
Pennsylvania
Willistown township,
Pennsylvania
Windsor township,
Pennsylvania
Worcester township,
Pennsylvania
Wyoming County,
Pennsylvania
Wyomissing borough,
Pennsylvania
Yeadon borough,
Pennsylvania
York township, Pennsylvania
Aguada Municipio, Puerto
Rico *
Aguadilla Municipio, Puerto
Rico *
Arecibo Municipio, Puerto
Rico *
Bayamón Municipio, Puerto
Rico *
Cabo Rojo Municipio, Puerto
Rico *
Caguas Municipio, Puerto
Rico *
Camuy Municipio, Puerto
Rico *
Canóvanas Municipio, Puerto
Rico *
Carolina Municipio, Puerto
Rico *
Cayey Municipio, Puerto Rico
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Cidra Municipio, Puerto Rico
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Coamo Municipio, Puerto
Rico *

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- Corozal Municipio, Puerto 5403. Rico *
- 5404. Dorado Municipio, Puerto Rico *
- 5405. Guayama Municipio, Puerto Rico *
- 5406. Guaynabo Municipio, Puerto Rico *

5407.	Gurabo Municipio, Puerto Rico *
5408.	Hatillo Municipio, Puerto Rico
5409.	Humacao Municipio, Puerto Rico *
5410.	Isabela Municipio, Puerto Rico *
5411.	Juana Díaz Municipio, Puerto Rico *
5412.	Juncos Municipio, Puerto Rico
5413.	Las Piedras Municipio, Puerto Rico *
5414.	Manatí Municipio, Puerto Rico *
5415.	Mayagüez Municipio, Puerto Rico *
5416.	Moca Municipio, Puerto Rico
5417.	Morovis Municipio, Puerto Rico *
5418.	Ponce Municipio, Puerto Rico
5419.	Río Grande Municipio, Puerto Rico *
5420.	San Germán Municipio, Puerto Rico *
5421.	San Juan Municipio, Puerto Rico *
5422.	San Lorenzo Municipio, Puerto Rico *
5423.	San Sebastián Municipio, Puerto Rico *
5424.	Toa Alta Municipio, Puerto Rico *
5425.	Toa Baja Municipio, Puerto Rico *
5426.	Trujillo Alto Municipio, Puerto Rico *
5427.	Vega Alta Municipio, Puerto Rico *
5428.	Vega Baja Municipio, Puerto Rico *
5429.	Yabucoa Municipio, Puerto Rico *
5430.	Yauco Municipio, Puerto Rico *
5431.	Adjuntas Municipio, Puerto Rico
5432.	Aguas Buenas Municipio, Puerto Rico
5433.	Aibonito Municipio, Puerto Rico

5434.	Añasco Municipio, Puerto
	Rico
5435.	Arroyo Municipio, Puerto Rico
5436.	Barceloneta Municipio, Puerto
5450.	Rico
5437.	Barranquitas Municipio,
	Puerto Rico
5438.	Cataño Municipio, Puerto
5 1 3 0	Rico
5439.	Ceiba Municipio, Puerto Rico
5440.	Ciales Municipio, Puerto Rico
5441.	Comerío Municipio, Puerto Rico
5442.	Fajardo Municipio, Puerto
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5443.	Florida Municipio, Puerto
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5444.	Guánica Municipio, Puerto
	Rico
5445.	Guayanilla Municipio, Puerto
	Rico
5446.	Hormigueros Municipio,
	Puerto Rico
5447.	Jayuya Municipio, Puerto Rico
5448.	Lajas Municipio, Puerto Rico
5449.	Lares Municipio, Puerto Rico
5450.	Loíza Municipio, Puerto Rico
5451.	Luquillo Municipio, Puerto Rico
5452.	
5452.	Maunabo Municipio, Puerto Rico
5453.	Naguabo Municipio, Puerto
	Rico
5454.	Naranjito Municipio, Puerto
	Rico
5455.	Orocovis Municipio, Puerto
	Rico
5456.	Patillas Municipio, Puerto
C 4 C 7	Rico
5457.	Peñuelas Municipio, Puerto Rico
5458.	Quebradillas Municipio,
5450.	Puerto Rico
5459.	Rincón Municipio, Puerto
	Rico
5460.	Sabana Grande Municipio,
	Puerto Rico
5461.	Salinas Municipio, Puerto
	Rico
5462.	Santa Isabel Municipio, Puerto
5460	Rico
5463.	Utuado Municipio, Puerto
	Rico

5464.	Villalba Municipio, Puerto
5465.	Rico Coventry town, Rhode Island
FACC	*
5466.	Cranston city, Rhode Island *
5467.	Cumberland town, Rhode
5468.	Island * East Providence city, Rhode
	Island *
5469.	North Providence town, Rhode Island *
5470.	Pawtucket city, Rhode Island *
5471.	Providence city, Rhode Island *
5472.	South Kingstown town, Rhode
	Island *
5473.	Warwick city, Rhode Island *
5474.	Woonsocket city, Rhode
	Island *
5475.	Barrington town, Rhode Island
5476.	Bristol town, Rhode Island
5477.	Burrillville town, Rhode
	Island
5478.	Central Falls city, Rhode
	Island
5479.	East Greenwich town, Rhode
	Island
5480.	Glocester town, Rhode Island
5481.	Johnston town, Rhode Island
5482.	Lincoln town, Rhode Island
5483.	Middletown town, Rhode
	Island
5484.	Narragansett town, Rhode
	Island
5485.	Newport city, Rhode Island
5486.	North Kingstown town, Rhode
	Island
5487.	North Smithfield town, Rhode Island
5488.	Portsmouth town, Rhode
	Island
5489.	Scituate town, Rhode Island
5490.	Smithfield town, Rhode Island
5491.	Tiverton town, Rhode Island
5492.	Warren town, Rhode Island
5493.	West Warwick town, Rhode
	Island
5494.	Westerly town, Rhode Island
5495.	Aiken city, South Carolina *
5496.	Aiken County, South Carolina *
5497.	Anderson County, South Carolina *
5498.	Beaufort County, South
5470.	Carolina *
	Curonnu

5499.	Berkeley County, South
5500.	Carolina * Charleston city, South
5500.	Carolina *
5501.	Charleston County, South
	Carolina *
5502.	Cherokee County, South Carolina *
5503.	Chester County, South
5505.	Carolina *
5504.	Chesterfield County, South
	Carolina *
5505.	Clarendon County, South Carolina *
5506.	Colleton County, South
	Carolina *
5507.	Columbia city, South Carolina *
5508.	Darlington County, South
	Carolina *
5509.	Dillon County, South Carolina *
5510.	Dorchester County, South
	Carolina *
5511.	Florence city, South Carolina *
5512.	Florence County, South
	Carolina *
5513.	Georgetown County, South Carolina *
5514.	Goose Creek city, South
5515.	Carolina * Greenville city, South
5515.	Carolina *
5516.	Greenville County, South
	Carolina *
5517.	Greenwood County, South Carolina *
5518.	Greer city, South Carolina *
5519.	Hilton Head Island town,
	South Carolina *
5520.	Horry County, South Carolina
5521.	* Jasper County, South Carolina
5521.	*
5522.	Kershaw County, South
	Carolina *
5523.	Lancaster County, South Carolina *
5524.	Laurens County, South
	Carolina *
5525.	Lexington County, South
5526.	Carolina * Marion County South
5520.	Marion County, South Carolina *

5527.	Mount Pleasant town, South
	Carolina *
5528.	Myrtle Beach city, South
	Carolina *
5529.	Newberry County, South
	Carolina *
5530.	North Charleston city, South
	Carolina *
5531.	Oconee County, South
	Carolina *
5532.	Orangeburg County, South
	Carolina *
5533.	Pickens County, South
	Carolina *
5534.	Richland County, South
	Carolina *
5535.	Rock Hill city, South Carolina
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5536.	Spartanburg city, South
	Carolina *
5537.	Spartanburg County, South
	Carolina *
5538.	Summerville town, South
	Carolina *
5539.	Sumter city, South Carolina *
5540.	Sumter County, South
	Carolina *
5541.	Williamsburg County, South
	Carolina *
5542.	York County, South Carolina
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5543.	Abbeville County, South
	Carolina
5544.	Anderson city, South Carolina
5545.	Bamberg County, South
	Carolina
5546.	Barnwell County, South
	Carolina
5547.	Beaufort city, South Carolina
5548.	Bluffton town, South Carolina
5549.	Calhoun County, South
	Carolina
5550.	Cayce city, South Carolina
5551.	Clemson city, South Carolina
5552.	Conway city, South Carolina
5553.	Easley city, South Carolina
5554.	Edgefield County, South
	Carolina
5555.	Fairfield County, South
	Carolina
5556.	Forest Acres city, South
	Carolina
5557.	Fort Mill town, South Carolina
5558.	Fountain Inn city, South
	Carolina

Attachment: Opioid Litigation-Final Distributor Settlement Agreement (Resolution-MOA for Distribution of Opioid Settlement Funds)

5559.	Gaffney city, South Carolina
5560.	Greenwood city, South
	Carolina
5561.	Hampton County, South
	Carolina
5562.	Hanahan city, South Carolina
5563.	Irmo town, South Carolina
5564.	James Island town, South
	Carolina
5565.	Lee County, South Carolina
5566.	Lexington town, South
55(7	Carolina Mariliana Caranta Santh
5567.	Marlboro County, South
5568.	Carolina Mouldin city, South Carolina
5569.	Mauldin city, South Carolina Moncks Corner town, South
5509.	Carolina
5570.	Newberry city, South Carolina
5570. 5571.	North Augusta city, South
5571.	Carolina
5572.	North Myrtle Beach city,
5572.	South Carolina
5573.	Orangeburg city, South
5575.	Carolina
5574.	Port Royal town, South
	Carolina
5575.	Saluda County, South Carolina
5576.	Simpsonville city, South
	Carolina
5577.	Tega Cay city, South Carolina
5578.	Union County, South Carolina
5579.	West Columbia city, South
	Carolina
5580.	Brookings County, South
	Dakota *
5581.	Brown County, South Dakota
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5582.	Lincoln County, South Dakota
	*
5583.	Minnehaha County, South
	Dakota *
5584.	Pennington County, South
	Dakota *
5585.	Rapid City city, South Dakota
5506	
5586.	Sioux Falls city, South Dakota
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5587. 5588.	Aberdeen city, South Dakota Beadle County, South Dakota
5588. 5589.	Beadle County, South Dakota Box Elder city, South Dakota
5589. 5590.	Box Elder city, South Dakota Brandon city, South Dakota
5590. 5591.	Brookings city, South Dakota
5591. 5592.	Butte County, South Dakota
5593.	Clay County, South Dakota
5575.	City County, South Dakota

5594.	Codington County, South
	Dakota
5595.	Davison County, South
	Dakota
5596.	Hughes County, South Dakota
5597.	Huron city, South Dakota
5598.	Lake County, South Dakota
5599.	Lawrence County, South
	Dakota
5600.	Meade County, South Dakota
5601.	Mitchell city, South Dakota
5602.	Oglala Lakota County, South
	Dakota
5603.	Pierre city, South Dakota
5604.	Roberts County, South Dakota
5605.	Spearfish city, South Dakota
5606.	Todd County, South Dakota
5607.	Union County, South Dakota
5608.	Vermillion city, South Dakota
5609.	Watertown city, South Dakota
5610.	Yankton city, South Dakota
5611.	Yankton County, South
5011.	Dakota
5612.	Anderson County, Tennessee
2012.	*
5613.	Bartlett city, Tennessee *
5614.	Bedford County, Tennessee *
5615.	Blount County, Tennessee *
5616.	Bradley County, Tennessee *
5617.	Brentwood city, Tennessee *
5618.	Campbell County, Tennessee
5010.	*
5619.	Carter County, Tennessee *
5620.	Chattanooga city, Tennessee *
5621.	Cheatham County, Tennessee
00211	*
5622.	Claiborne County, Tennessee
	*
5623.	Clarksville city, Tennessee *
5624.	Cleveland city, Tennessee *
5625.	Cocke County, Tennessee *
5626.	Coffee County, Tennessee *
5627.	Collierville town, Tennessee *
5628.	Columbia city, Tennessee *
5629.	Cookeville city, Tennessee *
5630.	Cumberland County,
	Tennessee *
5631.	Dickson County, Tennessee *
5632.	Dyer County, Tennessee *
5633.	Fayette County, Tennessee *
5634.	Franklin city, Tennessee *
5635.	Franklin County, Tennessee *
5636.	Gallatin city, Tennessee *
5637.	Germantown city, Tennessee *
5638.	Gibson County, Tennessee *
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5639.	Greene County, Tennessee *
5640.	Hamblen County, Tennessee *
5641.	Hamilton County, Tennessee *
5642.	Hawkins County, Tennessee *
5643.	Hendersonville city,
	Tennessee *
5644.	Henry County, Tennessee *
5645.	Jackson city, Tennessee *
5646.	Jefferson County, Tennessee *
5647.	Johnson City city, Tennessee *
5648.	Kingsport city, Tennessee *
5649.	Knox County, Tennessee *
5650.	Knoxville city, Tennessee *
5651.	La Vergne city, Tennessee *
5652.	Lawrence County, Tennessee
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5653.	Lebanon city, Tennessee *
5654.	Lincoln County, Tennessee *
5655.	Loudon County, Tennessee *
5656.	Madison County, Tennessee *
5657.	Marshall County, Tennessee *
5658.	Maury County, Tennessee *
5659.	McMinn County, Tennessee *
5660.	Memphis city, Tennessee *
5661.	Monroe County, Tennessee *
5662.	Montgomery County,
	Tennessee *
5663.	Morristown city, Tennessee *
5664.	Mount Juliet city, Tennessee *
5665.	Murfreesboro city, Tennessee *
5666.	Nashville-Davidson
	metropolitan government,
	Tennessee *
5667.	Obion County, Tennessee *
5668.	Putnam County, Tennessee *
5669.	Rhea County, Tennessee *
5670.	Roane County, Tennessee *
5671.	Robertson County, Tennessee
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5672.	Rutherford County, Tennessee *
5673.	Sevier County, Tennessee *
5674.	Shelby County, Tennessee *
5675.	Smyrna town, Tennessee *
5676.	Spring Hill city, Tennessee *
5677.	Sullivan County, Tennessee *
5678.	Sumner County, Tennessee *
5679.	Tipton County, Tennessee *
5680.	Warren County, Tennessee *
5681.	Washington County,
	Tennessee *
5682.	Weakley County, Tennessee *
5683.	Williamson County,
	Tennessee *

5684. Wilson County, Tennessee * 5685. Arlington town, Tennessee 5686. Athens city, Tennessee 5687. Benton County, Tennessee 5688. Bledsoe County, Tennessee 5689. Bristol city, Tennessee 5690. Cannon County, Tennessee 5691. Carroll County, Tennessee 5692. Chester County, Tennessee 5693. Clinton city, Tennessee 5694. Collegedale city, Tennessee 5695. Crockett County, Tennessee 5696. Crossville city, Tennessee 5697. Decatur County, Tennessee 5698. DeKalb County, Tennessee 5699. Dickson city, Tennessee 5700. Dyersburg city, Tennessee 5701. East Ridge city, Tennessee 5702. Elizabethton city, Tennessee 5703. Farragut town, Tennessee 5704. Fentress County, Tennessee 5705. Giles County, Tennessee 5706. Goodlettsville city, Tennessee 5707. Grainger County, Tennessee 5708. Greeneville town, Tennessee 5709. Grundy County, Tennessee 5710. Hardeman County, Tennessee 5711. Hardin County, Tennessee 5712. Hartsville/Trousdale County, Tennessee 5713. Haywood County, Tennessee 5714. Henderson County, Tennessee 5715. Hickman County, Tennessee 5716. Humphreys County, Tennessee 5717. Jackson County, Tennessee 5718. Johnson County, Tennessee 5719. Lakeland city, Tennessee 5720. Lauderdale County, Tennessee 5721. Lawrenceburg city, Tennessee 5722. Lewis County, Tennessee 5723. Lewisburg city, Tennessee 5724. Macon County, Tennessee 5725. Manchester city, Tennessee 5726. Marion County, Tennessee 5727. Martin city, Tennessee 5728. Maryville city, Tennessee 5729. McMinnville city, Tennessee 5730. McNairy County, Tennessee 5731. Meigs County, Tennessee 5732. Millington city, Tennessee 5733. Morgan County, Tennessee 5734. Nolensville town, Tennessee 5735. Oak Ridge city, Tennessee 5736. Overton County, Tennessee

5737. Paris city, Tennessee 5738. Polk County, Tennessee 5739. Portland city, Tennessee 5740. Red Bank city, Tennessee 5741. Scott County, Tennessee 5742. Sequatchie County, Tennessee 5743. Sevierville city, Tennessee 5744. Shelbyville city, Tennessee 5745. Smith County, Tennessee 5746. Soddy-Daisy city, Tennessee 5747. Springfield city, Tennessee 5748. Stewart County, Tennessee 5749. Tullahoma city, Tennessee 5750. Unicoi County, Tennessee 5751. Union City city, Tennessee 5752. Union County, Tennessee 5753. Wayne County, Tennessee 5754. White County, Tennessee 5755. White House city, Tennessee 5756. Abilene city, Texas * 5757. Allen city, Texas * 5758. Amarillo city, Texas * 5759. Anderson County, Texas * 5760. Angelina County, Texas * 5761. Arlington city, Texas * 5762. Atascosa County, Texas * 5763. Austin city, Texas * 5764. Austin County, Texas * 5765. Bastrop County, Texas * 5766. Baytown city, Texas * 5767. Beaumont city, Texas * 5768. Bedford city, Texas * 5769. Bee County, Texas * 5770. Bell County, Texas * 5771. Bexar County, Texas * 5772. Bowie County, Texas * 5773. Brazoria County, Texas * 5774. Brazos County, Texas * 5775. Brown County, Texas * 5776. Brownsville city, Texas * Bryan city, Texas * 5777. 5778. Burleson city, Texas * 5779. Burnet County, Texas * 5780. Caldwell County, Texas * 5781. Cameron County, Texas * 5782. Carrollton city, Texas * 5783. Cass County, Texas * 5784. Cedar Hill city, Texas * 5785. Cedar Park city, Texas * 5786. Chambers County, Texas * 5787. Cherokee County, Texas * 5788. Cibolo city, Texas * 5789. Cleburne city, Texas * 5790. College Station city, Texas * 5791. Collin County, Texas *

5792. Comal County, Texas * 5793. Conroe city, Texas * 5794. Cooke County, Texas * 5795. Coppell city, Texas * 5796. Copperas Cove city, Texas * 5797. Corpus Christi city, Texas * 5798. Coryell County, Texas * 5799. Dallas city, Texas * 5800. Dallas County, Texas * 5801. Deer Park city, Texas * 5802. Del Rio city, Texas * 5803. Denton city, Texas * Denton County, Texas * 5804. 5805. DeSoto city, Texas * 5806. Duncanville city, Texas * 5807. Ector County, Texas * 5808. Edinburg city, Texas * El Paso city, Texas * 5809. 5810. El Paso County, Texas * Ellis County, Texas * 5811. 5812. Erath County, Texas * 5813. Euless city, Texas * 5814. Fannin County, Texas * 5815. Farmers Branch city, Texas * Flower Mound town, Texas * 5816. 5817. Fort Bend County, Texas * 5818. Fort Worth city, Texas * 5819. Friendswood city, Texas * 5820. Frisco city, Texas * 5821. Galveston city, Texas * 5822. Galveston County, Texas * 5823. Garland city, Texas * 5824. Georgetown city, Texas * 5825. Grand Prairie city, Texas * 5826. Grapevine city, Texas * 5827. Grayson County, Texas * 5828. Gregg County, Texas * 5829. Guadalupe County, Texas * 5830. Hale County, Texas * 5831. Haltom City city, Texas * 5832. Hardin County, Texas * 5833. Harker Heights city, Texas * 5834. Harlingen city, Texas * 5835. Harris County, Texas * 5836. Harrison County, Texas * 5837. Hays County, Texas * 5838. Henderson County, Texas * 5839. Hidalgo County, Texas * 5840. Hill County, Texas * 5841. Hood County, Texas * 5842. Hopkins County, Texas * 5843. Houston city, Texas * 5844. Howard County, Texas * 5845. Hunt County, Texas *

5847. Hurst city, Texas * 5848. Irving city, Texas * 5849. Jasper County, Texas * 5850. Jefferson County, Texas * 5851. Jim Wells County, Texas * 5852. Johnson County, Texas * 5853. Kaufman County, Texas * 5854. Keller city, Texas * 5855. Kendall County, Texas * 5856. Kerr County, Texas * 5857. Killeen city, Texas * 5858. Kleberg County, Texas * 5859. Kyle city, Texas * 5860. La Porte city, Texas * 5861. Lamar County, Texas * 5862. Lancaster city, Texas * 5863. Laredo city, Texas * 5864. League City city, Texas * 5865. Leander city, Texas * Lewisville city, Texas * 5866. 5867. Liberty County, Texas * 5868. Little Elm city, Texas * Longview city, Texas * 5869. 5870. Lubbock city, Texas * 5871. Lubbock County, Texas * 5872. Lufkin city, Texas * 5873. Mansfield city, Texas * 5874. Matagorda County, Texas * 5875. Maverick County, Texas * 5876. McAllen city, Texas * 5877. McKinney city, Texas * 5878. McLennan County, Texas * 5879. Medina County, Texas * 5880. Mesquite city, Texas * 5881. Midland city, Texas * 5882. Midland County, Texas * 5883. Midlothian city, Texas * 5884. Mission city, Texas * 5885. Missouri City city, Texas * Montgomery County, Texas * 5886. 5887. Nacogdoches city, Texas * 5888. Nacogdoches County, Texas * 5889. Navarro County, Texas * 5890. New Braunfels city, Texas * 5891. North Richland Hills city, Texas * 5892. Nueces County, Texas * 5893. Odessa city, Texas * 5894. Orange County, Texas * 5895. Parker County, Texas * 5896. Pasadena city, Texas * 5897. Pearland city, Texas * 5898. Pflugerville city, Texas * 5899. Pharr city, Texas * 5900. Plano city, Texas *

5901. Polk County, Texas * 5902. Port Arthur city, Texas * 5903. Potter County, Texas * 5904. Randall County, Texas * 5905. Richardson city, Texas * 5906. Rockwall city, Texas * 5907. Rockwall County, Texas * 5908. Rosenberg city, Texas * 5909. Round Rock city, Texas * 5910. Rowlett city, Texas * 5911. Rusk County, Texas * 5912. San Angelo city, Texas * 5913. San Antonio city, Texas * 5914. San Juan city, Texas * 5915. San Marcos city, Texas * 5916. San Patricio County, Texas * 5917. Schertz city, Texas * 5918. Sherman city, Texas * 5919. Smith County, Texas * 5920. Socorro city, Texas * 5921. Southlake city, Texas * 5922. Starr County, Texas * 5923. Sugar Land city, Texas * 5924. Tarrant County, Texas * 5925. Taylor County, Texas * 5926. Temple city, Texas * 5927. Texarkana city, Texas * 5928. Texas City city, Texas * 5929. The Colony city, Texas * 5930. Titus County, Texas * 5931. Tom Green County, Texas * 5932. Travis County, Texas * 5933. Tyler city, Texas * 5934. Upshur County, Texas * 5935. Val Verde County, Texas * 5936. Van Zandt County, Texas * 5937. Victoria city, Texas * 5938. Victoria County, Texas * 5939. Waco city, Texas * 5940. Walker County, Texas * 5941. Waller County, Texas * 5942. Washington County, Texas * 5943. Waxahachie city, Texas * 5944. Weatherford city, Texas * 5945. Webb County, Texas * 5946. Weslaco city, Texas * 5947. Wharton County, Texas * 5948. Wichita County, Texas * 5949. Wichita Falls city, Texas * 5950. Williamson County, Texas * 5951. Wilson County, Texas * 5952. Wise County, Texas * 5953. Wood County, Texas * 5954. Wylie city, Texas * 5955. Addison town, Texas

5956. Alamo city, Texas 5957. Alice city, Texas 5958. Alton city, Texas 5959. Alvin city, Texas 5960. Andrews city, Texas 5961. Andrews County, Texas 5962. Angleton city, Texas 5963. Anna city, Texas 5964. Aransas County, Texas 5965. Athens city, Texas 5966. Azle city, Texas 5967. Balch Springs city, Texas 5968. Bandera County, Texas 5969. Bay City city, Texas 5970. Beeville city, Texas 5971. Bellaire city, Texas 5972. Bellmead city, Texas 5973. Belton city, Texas 5974. Benbrook city, Texas 5975. Big Spring city, Texas 5976. Blanco County, Texas 5977. Boerne city, Texas 5978. Bonham city, Texas 5979. Borger city, Texas 5980. Bosque County, Texas 5981. Brenham city, Texas 5982. Brownwood city, Texas 5983. Buda city, Texas 5984. Burkburnett city, Texas 5985. Burleson County, Texas 5986. Calhoun County, Texas 5987. Callahan County, Texas 5988. Camp County, Texas 5989. Canyon city, Texas 5990. Celina city, Texas 5991. Clay County, Texas 5992. Clute city, Texas 5993. Colleyville city, Texas 5994. Colorado County, Texas 5995. Comanche County, Texas 5996. Converse city, Texas 5997. Corinth city, Texas 5998. Corsicana city, Texas 5999. Crowley city, Texas 6000. Dawson County, Texas 6001. Deaf Smith County, Texas 6002. Denison city, Texas 6003. DeWitt County, Texas 6004. Dickinson city, Texas 6005. Dimmit County, Texas 6006. Donna city, Texas 6007. Dumas city, Texas 6008. Duval County, Texas 6009. Eagle Pass city, Texas 6010. Eastland County, Texas

6011.	El Campo city, Texas
6012.	Elgin city, Texas
6013.	Ennis city, Texas
6014.	Fair Oaks Ranch city, Texas
6015.	Falls County, Texas
6016.	Fate city, Texas
6017.	Fayette County, Texas
6018.	Forest Hill city, Texas
6019.	Forney city, Texas
6020.	Franklin County, Texas
6021.	Fredericksburg city, Texas
6022.	Freeport city, Texas
6023.	Freestone County, Texas
6024.	Frio County, Texas
6025.	Fulshear city, Texas
6026.	Gaines County, Texas
6027.	Gainesville city, Texas
6028.	Galena Park city, Texas
6029.	Gatesville city, Texas
6030.	Gillespie County, Texas
6031.	Glenn Heights city, Texas
6032.	Gonzales County, Texas
6033.	Granbury city, Texas
6034.	Gray County, Texas
6035.	Greenville city, Texas
6036.	Grimes County, Texas
6037.	Groves city, Texas
6038.	Henderson city, Texas
6039.	Hereford city, Texas
6040.	Hewitt city, Texas
6041.	Hidalgo city, Texas
6042.	Highland Village city, Texas
6043.	Hockley County, Texas
6044.	Horizon City city, Texas
6045.	Houston County, Texas
6046.	Humble city, Texas
6047.	Hutchinson County, Texas
6048.	Hutto city, Texas
6049.	Ingleside city, Texas
6050.	Jacinto City city, Texas
6051.	Jackson County, Texas
6052.	Jacksonville city, Texas
6053.	Jones County, Texas
6054.	Karnes County, Texas
6055.	Katy city, Texas
6056.	Kerrville city, Texas
6057.	Kilgore city, Texas
6058.	Kingsville city, Texas
6059.	La Marque city, Texas
6060.	Lake Jackson city, Texas
6061.	Lakeway city, Texas
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6066. Leon County, Texas 6067. Leon Valley city, Texas 6068. Levelland city, Texas 6069. Limestone County, Texas 6070. Live Oak city, Texas 6071. Live Oak County, Texas 6072. Llano County, Texas 6073. Lockhart city, Texas 6074. Lumberton city, Texas 6075. Madison County, Texas 6076. Manor city, Texas 6077. Manvel city, Texas 6078. Marshall city, Texas 6079. Melissa city, Texas 6080. Mercedes city, Texas 6081. Milam County, Texas 6082. Mineral Wells city, Texas 6083. Montague County, Texas 6084. Moore County, Texas 6085. Morris County, Texas 6086. Mount Pleasant city, Texas 6087. Murphy city, Texas 6088. Nederland city, Texas 6089. Newton County, Texas 6090. Nolan County, Texas 6091. Orange city, Texas 6092. Palestine city, Texas 6093. Palo Pinto County, Texas 6094. Pampa city, Texas 6095. Panola County, Texas 6096. Paris city, Texas 6097. Pearsall city, Texas 6098. Pecos city, Texas 6099. Pecos County, Texas 6100. Plainview city, Texas 6101. Pleasanton city, Texas 6102. Port Lavaca city, Texas 6103. Port Neches city, Texas 6104. Portland city, Texas 6105. Princeton city, Texas 6106. Prosper town, Texas 6107. Rains County, Texas 6108. Raymondville city, Texas 6109. Red Oak city, Texas 6110. Red River County, Texas 6111. Reeves County, Texas 6112. Richmond city, Texas 6113. Rio Grande City city, Texas 6114. Robertson County, Texas 6115. Robinson city, Texas 6116. Robstown city, Texas 6117. Rockport city, Texas 6118. Roma city, Texas 6119. Royse City city, Texas 6120. Runnels County, Texas

6121. Sabine County, Texas 6122. Sachse city, Texas 6123. Saginaw city, Texas 6124. San Benito city, Texas 6125. San Jacinto County, Texas 6126. Santa Fe city, Texas 6127. Scurry County, Texas 6128. Seabrook city, Texas 6129. Seagoville city, Texas 6130. Seguin city, Texas 6131. Selma city, Texas 6132. Shelby County, Texas 6133. Snyder city, Texas 6134. South Houston city, Texas 6135. Stafford city, Texas 6136. Stephenville city, Texas 6137. Sulphur Springs city, Texas 6138. Sweetwater city, Texas 6139. Taylor city, Texas 6140. Terrell city, Texas 6141. Terry County, Texas 6142. Tomball city, Texas Trinity County, Texas 6143. 6144. Trophy Club town, Texas 6145. Tyler County, Texas 6146. Universal City city, Texas 6147. University Park city, Texas 6148. Uvalde city, Texas 6149. Uvalde County, Texas 6150. Vernon city, Texas 6151. Vidor city, Texas 6152. Ward County, Texas 6153. Watauga city, Texas 6154. Webster city, Texas 6155. West University Place city, Texas 6156. White Settlement city, Texas 6157. Wilbarger County, Texas 6158. Willacy County, Texas Young County, Texas 6159. 6160. Zapata County, Texas Zavala County, Texas 6161. 6162. American Fork city, Utah * Bountiful city, Utah * 6163. 6164. Box Elder County, Utah * 6165. Cache County, Utah * 6166. Cedar City city, Utah * 6167. Clearfield city, Utah * 6168. Cottonwood Heights city, Utah * 6169. Davis County, Utah * 6170. Draper city, Utah * 6171. Eagle Mountain city, Utah * 6172. Herriman city, Utah * 6173. Holladay city, Utah *

6174. Iron County, Utah * 6175. Kaysville city, Utah * 6176. Kearns metro township, Utah 6177. Layton city, Utah * 6178. Lehi city, Utah * 6179. Logan city, Utah * 6180. Midvale city, Utah * 6181. Millcreek city, Utah * 6182. Murray city, Utah * 6183. Ogden city, Utah * 6184. Orem city, Utah * 6185. Pleasant Grove city, Utah * 6186. Provo city, Utah * 6187. Riverton city, Utah * 6188. Roy city, Utah * 6189. Salt Lake City city, Utah * Salt Lake County, Utah * 6190. 6191. Sandy city, Utah * 6192. Sanpete County, Utah * 6193. Saratoga Springs city, Utah * 6194. South Jordan city, Utah * 6195. Spanish Fork city, Utah * 6196. Springville city, Utah * 6197. St. George city, Utah * 6198. Summit County, Utah * 6199. Syracuse city, Utah * 6200. Taylorsville city, Utah * 6201. Tooele city, Utah * 6202. Tooele County, Utah * 6203. Uintah County, Utah * 6204. Utah County, Utah * 6205. Wasatch County, Utah * 6206. Washington County, Utah * 6207. Weber County, Utah * 6208. West Jordan city, Utah * 6209. West Valley City city, Utah * 6210. Alpine city, Utah 6211. Bluffdale city, Utah 6212. Brigham City city, Utah 6213. Carbon County, Utah 6214. Cedar Hills city, Utah 6215. Centerville city, Utah 6216. Clinton city, Utah 6217. Duchesne County, Utah 6218. Emery County, Utah 6219. Farmington city, Utah 6220. Grantsville city, Utah 6221. Heber city, Utah 6222. Highland city, Utah 6223. Hurricane city, Utah 6224. Juab County, Utah 6225. Lindon city, Utah 6226. Magna metro township, Utah 6227. Mapleton city, Utah

6228. Millard County, Utah 6229. Morgan County, Utah 6230. North Logan city, Utah 6231. North Ogden city, Utah 6232. North Salt Lake city, Utah 6233. Payson city, Utah 6234. Pleasant View city, Utah 6235. San Juan County, Utah 6236. Santaquin city, Utah 6237. Sevier County, Utah 6238. Smithfield city, Utah 6239. South Ogden city, Utah 6240. South Salt Lake city, Utah 6241. Vernal city, Utah 6242. Vineyard town, Utah 6243. Washington city, Utah 6244. West Haven city, Utah 6245. West Point city, Utah 6246. Woods Cross city, Utah 6247. Addison County, Vermont * 6248. Bennington County, Vermont 6249. Burlington city, Vermont * 6250. Chittenden County, Vermont * 6251. Franklin County, Vermont * 6252. Rutland County, Vermont * 6253. Washington County, Vermont 6254. Windham County, Vermont * 6255. Windsor County, Vermont * 6256. Bennington town, Vermont 6257. Brattleboro town, Vermont 6258. Caledonia County, Vermont 6259. Colchester town, Vermont 6260. Essex Junction village, Vermont 6261. Essex town, Vermont 6262. Lamoille County, Vermont 6263. Milton town, Vermont 6264. Orange County, Vermont 6265. Orleans County, Vermont 6266. Rutland city, Vermont 6267. South Burlington city, Vermont 6268. Williston town, Vermont 6269. Accomack County, Virginia * 6270. Albemarle County, Virginia * 6271. Alexandria city, Virginia * 6272. Amherst County, Virginia * 6273. Arlington County, Virginia * 6274. Augusta County, Virginia * 6275. Bedford County, Virginia * 6276. Blacksburg town, Virginia * 6277. Botetourt County, Virginia * 6278. Campbell County, Virginia *

6279.	Caroline County, Virginia *
6280.	Charlottesville city, Virginia *
6281.	Chesapeake city, Virginia *
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6284.	Danville city, Virginia *
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6286.	Fauquier County, Virginia *
6287.	Franklin County, Virginia *
6288.	Frederick County, Virginia *
6289.	Gloucester County, Virginia *
6290.	Halifax County, Virginia *
6291.	Hampton city, Virginia *
6292.	Hanover County, Virginia *
6293.	Harrisonburg city, Virginia *
6294.	Henrico County, Virginia *
6295.	Henry County, Virginia *
6296.	Isle of Wight County, Virginia
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6297.	James City County, Virginia *
6298.	Leesburg town, Virginia *
6299.	Loudoun County, Virginia *
6300.	Louisa County, Virginia *
6301.	Lynchburg city, Virginia *
6302.	Manassas city, Virginia *
6303.	Mecklenburg County, Virginia
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6304.	Montgomery County, Virginia
6305.	* Newport News city, Virginia *
6306.	Norfolk city, Virginia *
6307.	Orange County, Virginia *
6308.	Petersburg city, Virginia *
6309.	Pittsylvania County, Virginia
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6310.	Portsmouth city, Virginia *
6311.	Prince George County,
	Virginia *
6312.	Prince William County,
	Virginia *
6313.	Pulaski County, Virginia *
6314.	Richmond city, Virginia *
6315.	Roanoke city, Virginia *
6316.	Roanoke County, Virginia *
6317.	Rockingham County, Virginia
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6318.	Shenandoah County, Virginia *
6319.	Smyth County, Virginia *
6320.	Spotsylvania County, Virginia
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6321.	Stafford County, Virginia *
6322.	Suffolk city, Virginia *
6323	Tazewell County Virginia *

6324.	Virginia Beach city, Virginia *
6325.	Warren County, Virginia *
6326.	Washington County, Virginia *
6327.	Wise County, Virginia *
6328.	York County, Virginia *
6329.	Alleghany County, Virginia
6330.	Amelia County, Virginia
6331.	Appomattox County, Virginia
6332.	Bristol city, Virginia
6333.	Brunswick County, Virginia
6334.	Buchanan County, Virginia
6335.	Buckingham County, Virginia
6336.	Carroll County, Virginia
6337.	Charlotte County, Virginia
6338.	Christiansburg town, Virginia
6339.	Clarke County, Virginia
6340.	Colonial Heights city, Virginia
6341.	Culpeper town, Virginia
6342.	Dickenson County, Virginia
6343.	Dinwiddie County, Virginia
6344.	Essex County, Virginia
6345.	Fairfax city, Virginia
6346.	Falls Church city, Virginia
6347.	Floyd County, Virginia
6348.	Fluvanna County, Virginia
6349.	Fredericksburg city, Virginia
6350.	Front Royal town, Virginia
6351.	Giles County, Virginia
6352.	Goochland County, Virginia
6353.	Grayson County, Virginia
6354.	Greene County, Virginia
6355.	Greensville County, Virginia
6356.	Herndon town, Virginia
6357.	Hopewell city, Virginia
6358.	King George County, Virginia
6359.	King William County,
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6360.	Lancaster County, Virginia
6361.	Lee County, Virginia
6362.	Lunenburg County, Virginia
6363.	Madison County, Virginia
6364.	Manassas Park city, Virginia
6365.	Martinsville city, Virginia
6366.	Middlesex County, Virginia
6367.	Nelson County, Virginia
6368.	New Kent County, Virginia
6369.	Northampton County, Virginia
6370.	Northumberland County, Virginia
6371.	Nottoway County, Virginia
6372.	Page County, Virginia
6373.	Patrick County, Virginia
6374.	Poquoson city, Virginia
6375.	Powhatan County, Virginia

6276	Drings Edward County
6376.	Prince Edward County, Virginia
6377.	Purcellville town, Virginia
6378.	Radford city, Virginia
6379.	Rockbridge County, Virginia
6380.	Russell County, Virginia
6381.	Salem city, Virginia
6382.	Scott County, Virginia
6383.	Southampton County, Virginia
6384.	Staunton city, Virginia
6385.	Sussex County, Virginia
6386.	Vienna town, Virginia
6387.	Warrenton town, Virginia
6388.	Waynesboro city, Virginia
6389.	Westmoreland County,
	Virginia
6390.	Williamsburg city, Virginia
6391.	Winchester city, Virginia
6392.	Wythe County, Virginia
6393.	Auburn city, Washington *
6394.	Bellevue city, Washington *
6395.	Bellingham city, Washington
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6403.	Cowlitz County, Washington *
6404.	Des Moines city, Washington
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6406.	Edmonds city, Washington *
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6408.	Federal Way city, Washington
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	Washington *
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6415.	Kennewick city, Washington *
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6421.	Lacey city, Washington *

6422.	Lake Stevens city, Washington *
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6429.	Mount Vernon city,
6430.	Washington * Okanogan County, Washington *
6431.	Olympia city, Washington *
6432.	Pasco city, Washington *
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6434.	Pullman city, Washington *
6435.	Puyallup city, Washington *
6436.	Redmond city, Washington *
6437.	Renton city, Washington *
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6440.	Seattle city, Washington *
6441.	Shoreline city, Washington *
6442.	Skagit County, Washington *
6443.	Snohomish County,
	Washington *
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6446.	Spokane Valley city, Washington *
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6448.	Tacoma city, Washington *
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6450.	University Place city, Washington *
6451.	Vancouver city, Washington *
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6459.	Aberdeen city, Washington
6460.	Adams County, Washington
6461.	Anacortes city, Washington
6462.	Arlington city, Washington
6463.	Asotin County, Washington

6464.	Bainbridge Island city,
	Washington
6465.	Battle Ground city,
	Washington
6466.	Bonney Lake city, Washington
6467.	Camas city, Washington
6468.	Centralia city, Washington
6469.	Cheney city, Washington
6470.	Covington city, Washington
6471.	East Wenatchee city,
	Washington
6472.	Edgewood city, Washington
6473.	Ellensburg city, Washington
6474.	Enumclaw city, Washington
6475.	Ferndale city, Washington
6476.	Fife city, Washington
6477.	Gig Harbor city, Washington
6478.	Grandview city, Washington
6479.	Kelso city, Washington
6480.	Kenmore city, Washington
6481.	Klickitat County, Washington
6482.	Lake Forest Park city,
	Washington
6483.	Liberty Lake city, Washington
6484.	Lincoln County, Washington
6485.	Lynden city, Washington
6486.	Maple Valley city,
	Washington
6487.	Mercer Island city,
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6488.	Mill Creek city, Washington
6489.	Monroe city, Washington
6490.	Moses Lake city, Washington
6491.	Mountlake Terrace city,
	Washington
6492.	Mukilteo city, Washington
6493.	Newcastle city, Washington
6494.	Oak Harbor city, Washington
6495.	Pacific County, Washington
6496.	Pend Oreille County,
	Washington
6497.	Port Angeles city, Washington
6498.	Port Orchard city, Washington
6499.	Poulsbo city, Washington
6500.	San Juan County, Washington
6501.	SeaTac city, Washington
6502.	Sedro-Woolley city,
	Washington
6503.	Shelton city, Washington
6504.	Skamania County, Washington
6505.	Snohomish city, Washington
6506.	Snoqualmie city, Washington
6507.	Sumner city, Washington
6508.	Sunnyside city, Washington
6509.	Tukwila city, Washington

6510.	Tumwater city, Washington
6511.	Washougal city, Washington
6512.	West Richland city,
6512	Washington
6513.	Woodinville city, Washington
6514.	Appleton city, Wisconsin *
6515.	Barron County, Wisconsin *
6516.	Beloit city, Wisconsin *
6517.	Brookfield city, Wisconsin *
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6521.	Clark County, Wisconsin *
6522.	Columbia County, Wisconsin
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6523.	Dane County, Wisconsin *
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6526.	Dunn County, Wisconsin *
6527.	Eau Claire city, Wisconsin *
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6529.	Fitchburg city, Wisconsin *
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	Franklin city, Wisconsin * Grant County, Wisconsin *
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	Green Bay city, Wisconsin *
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	Jefferson County, Wisconsin *
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6541.	La Crosse city, Wisconsin *
6542.	La Crosse County, Wisconsin
6543.	Madison city, Wisconsin *
6544.	Manitowoc city, Wisconsin *
6545.	Manitowoc County, Wisconsin
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6546.	Marathon County, Wisconsin
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6547.	Marinette County, Wisconsin
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6548.	Menomonee Falls village, Wisconsin *
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6549.	Milwaukee city, Wisconsin *
6550.	Milwaukee County, Wisconsin *
6551.	Monroe County, Wisconsin *
6552.	New Berlin city, Wisconsin *
6553.	Oak Creek city, Wisconsin *

6554.	Oconto County, Wisconsin *
6555.	Oneida County, Wisconsin *
6556.	Oshkosh city, Wisconsin *
6557.	Outagamie County, Wisconsin *
6558.	Ozaukee County, Wisconsin *
6559.	Pierce County, Wisconsin *
6560.	Polk County, Wisconsin *
6561.	Portage County, Wisconsin *
6562.	Racine city, Wisconsin *
6563.	Racine County, Wisconsin *
6564.	Rock County, Wisconsin *
6565.	Sauk County, Wisconsin *
6566.	Shawano County, Wisconsin *
6567.	Sheboygan city, Wisconsin *
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6570.	Sun Prairie city, Wisconsin *
6571.	Vernon County, Wisconsin *
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	Wisconsin *
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6578.	Wauwatosa city, Wisconsin *
6579.	West Allis city, Wisconsin *
6580.	West Bend city, Wisconsin *
6581.	Winnebago County,
	Wisconsin *
6582.	Wood County, Wisconsin *
6583.	Adams County, Wisconsin
6584.	Allouez village, Wisconsin
6585.	Ashland County, Wisconsin
6586.	Ashwaubenon village,
	Wisconsin
6587.	Baraboo city, Wisconsin
6588.	Bayfield County, Wisconsin
6589.	Beaver Dam city, Wisconsin
6590.	Bellevue village, Wisconsin
6591.	Brown Deer village, Wisconsin
6592.	Buffalo County, Wisconsin
6593.	Burlington city, Wisconsin
6594.	Burnett County, Wisconsin
6595.	Caledonia village, Wisconsin
6596.	Cedarburg city, Wisconsin
6597.	Chippewa Falls city, Wisconsin
6598.	Crawford County, Wisconsin
6599.	Cudahy city, Wisconsin

6600. De Pere city, Wisconsin 6601. DeForest village, Wisconsin 6602. Door County, Wisconsin 6603. Elkhorn city, Wisconsin 6604. Fort Atkinson city, Wisconsin 6605. Fox Crossing village, Wisconsin 6606. Germantown village, Wisconsin 6607. Glendale city, Wisconsin Grafton village, Wisconsin 6608. 6609. Grand Chute town, Wisconsin 6610. Green Lake County, Wisconsin 6611. Greendale village, Wisconsin 6612. Greenville town, Wisconsin 6613. Harrison village, Wisconsin Hartford city, Wisconsin 6614. 6615. Hobart village, Wisconsin 6616. Holmen village, Wisconsin 6617. Howard village, Wisconsin 6618. Hudson city, Wisconsin 6619. Iowa County, Wisconsin 6620. Jackson County, Wisconsin 6621. Juneau County, Wisconsin 6622. Kaukauna city, Wisconsin 6623. Kewaunee County, Wisconsin 6624. Lafayette County, Wisconsin 6625. Langlade County, Wisconsin 6626. Lincoln County, Wisconsin 6627. Lisbon town, Wisconsin 6628. Little Chute village, Wisconsin 6629. Marinette city, Wisconsin 6630. Marquette County, Wisconsin 6631. Marshfield city, Wisconsin 6632. Menasha city, Wisconsin 6633. Menomonie city, Wisconsin 6634. Mequon city, Wisconsin 6635. Middleton city, Wisconsin 6636. Monroe city, Wisconsin 6637. Mount Pleasant village, Wisconsin 6638. Muskego city, Wisconsin 6639. Neenah city, Wisconsin 6640. Oconomowoc city, Wisconsin 6641. Onalaska city, Wisconsin 6642. Oregon village, Wisconsin 6643. Pewaukee city, Wisconsin 6644. Platteville city, Wisconsin 6645. Pleasant Prairie village, Wisconsin 6646. Plover village, Wisconsin 6647. Port Washington city,

Wisconsin

6648. Portage city, Wisconsin 6649. Price County, Wisconsin 6650. Richfield village, Wisconsin 6651. Richland County, Wisconsin 6652. River Falls city, Wisconsin 6653. Rusk County, Wisconsin 6654. Salem Lakes village, Wisconsin 6655. Sawyer County, Wisconsin 6656. Shorewood village, Wisconsin South Milwaukee city, 6657. Wisconsin 6658. Stevens Point city, Wisconsin 6659. Stoughton city, Wisconsin 6660. Suamico village, Wisconsin 6661. Superior city, Wisconsin 6662. Sussex village, Wisconsin 6663. Taylor County, Wisconsin 6664. Trempealeau County, Wisconsin 6665. Two Rivers city, Wisconsin 6666. Verona city, Wisconsin 6667. Vilas County, Wisconsin 6668. Washburn County, Wisconsin 6669. Watertown city, Wisconsin 6670. Waunakee village, Wisconsin 6671. Waupun city, Wisconsin 6672. Waushara County, Wisconsin 6673. Weston village, Wisconsin 6674. Whitefish Bay village, Wisconsin 6675. Whitewater city, Wisconsin 6676. Wisconsin Rapids city, Wisconsin 6677. Albany County, Wyoming * 6678. Campbell County, Wyoming * 6679. Casper city, Wyoming * 6680. Cheyenne city, Wyoming * 6681. Fremont County, Wyoming * 6682. Gillette city, Wyoming * Laramie city, Wyoming * 6683. 6684. Laramie County, Wyoming * 6685. Natrona County, Wyoming * 6686. Sheridan County, Wyoming * 6687. Sweetwater County, Wyoming 6688. **Big Horn County**, Wyoming 6689. Carbon County, Wyoming 6690. Converse County, Wyoming 6691. Evanston city, Wyoming 6692. Goshen County, Wyoming 6693. Green River city, Wyoming 6694. Jackson town, Wyoming 6695. Lincoln County, Wyoming 6696. Park County, Wyoming

- 6697. Riverton city, Wyoming6698. Rock Springs city, Wyoming
- 6699. Sheridan city, Wyoming
- 6700. Teton County, Wyoming6701. Uinta County, Wyoming

EXHIBIT J

Settling Distributors' Subsidiaries, Joint Ventures, and Predecessor Entities

<u>ABC</u>

- 1. A.T. Pharma Consultancy FZC
- 2. AB Eurco Ltd
- 3. AB Financing, LLC
- 4. AB Finco Ltd
- 5. AB Nokco Ltd
- 6. AB Singapore Investments Pte. Ltd.
- 7. AB Specialty Solutions, LLC
- 8. ABBP International Company
- 9. ABSG Canada Holdings, Inc.
- 10. Access M.D. Inc.
- 11. AERO LINK Courier GmbH
- 12. Agri-Laboratories, LTD
- 13. Agstrata, LLC
- 14. AH Schweiz GmbH
- 15. AH UK Holdco 1 Limited
- 16. Alcura France
- 17. Alcura Health España, S.A.
- 18. Alcura UK Limited
- 19. Alliance Boots BV
- 20. Alliance Boots Schweiz Investments GmbH
- 21. Alliance Health Services, Inc.
- 22. Alliance Healthcare (Distribution) Limited
- 23. Alliance Healthcare Acores (f/k/a Proconfar, S.A.)
- 24. Alliance Healthcare Ecza Deposu Anonim Şirketi
- 25. Alliance Healthcare España Holdings, S.L.
- 26. Alliance Healthcare España S.A.
- 27. Alliance Healthcare France SA
- 28. Alliance Healthcare Group France SA
- 29. Alliance Healthcare Management Services (Nederland) B.V.
- 30. Alliance Healthcare Management Services Limited
- 31. Alliance Healthcare Nederland B.V.
- 32. Alliance Healthcare Norge AS
- 33. Alliance Healthcare Participações SGPS, unipessoal, Lda.
- 34. Alliance Healthcare Répartition
- 35. Alliance Healthcare Romania SRL
- 36. Alliance Healthcare S.A.
- 37. Alliance Healthcare s.r.o.
- 38. Alliance Healthcare s.r.o. Slovakia Branch

- 39. Alliance Healthcare Services France (f/k/a Alliance Healthcare Formation SAS)
- 40. Alliance Healthcare Technology Services Limited
- 41. Alliance Healthcare Turkey Holding A.S.
- 42. Alliance Healthcare Yatirim Holding Anonim Şirketi
- 43. Alliance Home Health Care, Inc.
- 44. Alliance UniChem IP Limited
- 45. Alloga (Nederland) B.V.
- 46. Alloga France SAS
- 47. Alloga Logifarma, S.A.
- 48. Alloga Logistica (España) S.L.
- 49. ALLOGA LOGISTICS ROMANIA SRL
- 50. Alloga Portugal Armazenagem e Distribuicao Farmaceutica, Lda
- 51. Alloga UK Limited
- 52. AllyDVM, Inc.
- 53. Almus Farmaceutica, S.A.
- 54. Almus France
- 55. Almus Pharmacuticals Limited
- 56. Almus, Lda.
- 57. Alphega SA
- 58. Ambulatory Pharmaceutical Services, Inc.
- 59. American Medical Distributors, Inc.
- 60. American Oncology Network, LLC
- 61. Amerisource Health Services Corporation
- 62. Amerisource Health Services, LLC
- 63. Amerisource Health Services, LLC d/b/a American Health Packaging
- 64. Amerisource Heritage Corporation
- 65. AmeriSource Heritage LLC
- 66. Amerisource Receivables Financial Corporation
- 67. Amerisource Sales Corporation
- 68. AmerisourceBergen Associate Assistance Fund
- 69. AmerisourceBergen BC, ULC
- 70. AmerisourceBergen Canada Corporation
- 71. AmerisourceBergen Canada GP LLC
- 72. AmerisourceBergen Canada GP, LLC
- 73. AmerisourceBergen Canada Holdings LP
- 74. AmerisourceBergen Consulting Services, Inc.

- 75. AmerisourceBergen Consulting Services, LLC
- 76. AmerisourceBergen Corporation
- 77. AmerisourceBergen Drug Corporation
- 78. AmerisourceBergen Foundation
- 79. AmerisourceBergen Global Holdings GmbH
- 80. AmerisourceBergen Global Investments S.a.r.l.
- 81. AmerisourceBergen Global Manufacturer Services GmbH
- 82. AmerisourceBergen Group GmbH
- 83. AmerisourceBergen Holding Corporation
- 84. AmerisourceBergen Integrated Services Offering, LLC
- 85. AmerisourceBergen International Holdings Inc.
- 86. AmerisourceBergen International Investments, LLC
- 87. AmerisourceBergen Luxembourg s.a.r.l.
- 88. AmerisourceBergen Services Corporation
- 89. AmerisourceBergen Sourcing, LLC
- 90. AmerisourceBergen Specialty Group Canada Corporation
- 91. AmerisourceBergen Specialty Group Canada Holdings, Inc.
- 92. AmerisourceBergen Specialty Group, Inc.
- 93. AmerisourceBergen Specialty Group, LLC
- 94. AmerisourceBergen Swiss Holdings GmbH
- 95. AmerisourceBergen Switzerland GmbH
- 96. AmerisourceBergen UK Holdings Ltd
- 97. Anderson Packaging, Inc.
- 98. AndersonBrecon Inc.
- 99. Animal Prescriptions Limited
- 100. Animalytix LLC
- 101. Apluspharma Ltd
- 102. Apotheek Hagi B.V.
- 103. Apotheek Lichtenvoorde B.V.
- 104. APS Acquisitions Corporation
- 105. APS Enterprises Holding Company, Inc.
- 106. Armila UAB
- 107. ASD Hemophilia Management, LLC
- 108. ASD Hemophilia Program, L.P.
- 109. ASD Specialty Healthcare, Inc.
- 110. ASD Specialty Healthcare, LLC
- 111. ASD Specialty Healthcare, LLC d/b/a ASD Healthcare
- 112. ASD Specialty Healthcare, LLC d/b/a Besse Medical
- 113. ASD Specialty Healthcare, LLC d/b/a Oncology Supply
- 114. Automed Technologies (Canada) Inc.

- 115. Automed Technologies (Canada) ULC
- 116. Automed Technologies, Inc.
- 117. BBC Laboratories
- 118. BBC Operating Sub, Inc.
- 119. BBC Packing Corporation
- 120. BBC Special Packaging, Inc.
- 121. BBC Transportation Co.
- 122. Beachcourse Limited
- 123. Bellco Drug Corp.
- 124. Bellco Health Corp.
- 125. Bergen Brunswig Corporation
- 126. Bergen Brunswig Drug Company
- 127. Bergen Brunswig Realty Services, Inc.
- 128. Bermuda Equity Holdings, Ltd.
- 129. Beverly Acquisition Corporation
- 130. Blue Hill II, Inc.
- 131. Blue Hill, Inc.
- 132. BluePoint Intellectual Property, LLC
- 133. Boots Nederland B.V.
- 134. Boots Norge AS
- 135. BP Pharmaceuticals Laboratories Unlimited Company
- 136. BPL Brasil Participacoes Ltda.
- 137. BPL Brazil Holding Company s.a.r.l.
- 138. BPL Brazil, LLC
- 139. BPL Group, LLC
- 140. BPL Pharmaceuticals Holding Unlimited Company
- 141. BPLH Ireland Company Dublin, Zug Branch
- 142. BPLH Ireland Unlimited Company
- 143. Brecon Holdings Limited
- 144. Brecon Pharmaceuticals Holdings Limited
- 145. Brecon Pharmaceuticals Limited
- 146. Bridge Medical, Inc.
- 147. Brownstone Pharmacy, Inc.
- 148. Bruin Acquisition Corp.
- 149. Burt's Pharmacy, LLC
- 150. Cameron Stewart Lifescience Canada Inc.
- 151. Cannes RJ Participacoes S.A.
- 152. Capstone Med, Inc.
- 153. Capstone Pharmacy of Delaware, Inc.
- 154. CDRF Parent LLC
- 155. CDRF Parent, Inc.
- 156. Centaur Services Limited
- 157. Centro Farmaceutico Asturiano, SA
- 158. Century Advertising Inc.
- 159. Chapin Drug Company
- 160. Choice Medical, Inc.
- 161. Clinical Outcomes Resource Application Corporation
- 162. Clinical Outcomes Resource Application, Inc.

Attachment: Opioid Litigation-Final Distributor Settlement Agreement (Resolution-MOA for Distribution of Opioid Settlement Funds)

- 164. ClinPharm, L.L.C.
- 165. Committed Provider Services, LLC
- 166. Compuscript, Inc.
- 167. Computran Systems, Inc.
- 168. Corrections Pharmacies Licensing Company, L.L.C.
- 169. Corrections Pharmacies of California, LP
- 170. Corrections Pharmacies of Hawaii, LP
- 171. Corrections Pharmacies, L.L.C.
- 172. Cubex, LLC
- 173. Datapharm Sarl
- 174. DD Wholesale, Inc.
- 175. Dialysis Purchasing Alliance, Inc.
- 176. Directlog
- 177. Documedics Acquisition Co., Inc.
- 178. Drug Service, Inc.
- 179. Dunnington Drug, Inc.
- 180. Dunnington RX Services of Massachusetts, Inc.
- 181. Dunnington RX Services of Rhode Island, Inc.
- 182. Durr-Fillauer Medical, Inc.
- 183. Durvet, Inc.
- 184. Dymaxium Healthcare Innovations, Ltd.
- 185. Dymaxium Holdings, Ltd.
- 186. Dymaxium, Ltd.
- 187. Entel d.o.o.
- 188. Escalante Solutions, L.P.
- 189. Esko Itriyat Sanayi ve Ticaret Anonim Şirketi
- 190. Euro Registratie Collectief B.V.
- 191. European Physician Networks GmbH
- 192. Express Pharmacy Services, Inc.
- 193. Falcon Acquisition Sub, LLC
- 194. Family Center Pharmacy, Inc.
- 195. Feeders Advantage, LCC
- 196. General Drug Company
- 197. Goot Nursing Home Pharmacy, Inc.
- 198. Goot Westbridge Pharmacy, Inc.
- 199. Goot's Goodies, Inc.
- 200. Goot's Pharmacy & Orthopedic Supply, Inc.
- 201. Green Barn, Inc
- 202. H. D. Smith Holding Company
- 203. H. D. Smith Holdings, LLC
- 204. H. D. Smith Wholesale Drug Co.
- 205. H. D. Smith, LLC
- 206. HAI Acquisition, Inc.
- 207. HDS Solutions, LLC
- 208. Health Services Capital Corporation
- 209. Healthcare Prescription Services, Inc.
- 210. HealthForward Inc.

- 211. HealthQuest Partner II, L.P.
- 212. HealthTronics Data Solutions LLC
- 213. HealthTronics Data Solutions, LLC
- 214. HealthTronics Information Technology Solutions, Inc.
- 215. Hedef International Holdings BV
- 216. Home Medical Equipment Health Company
- 217. Hydra Pharm SPA
- 218. I.g.G. of America, Inc.
- 219. IHS Acquisition XXX, Inc.
- 220. Imedex, Inc.
- 221. Imedex, LLC
- 222. Independent Pharmacy Buying Group, Inc.
- 223. Innomar Pharmacy (BC) Inc.
- 224. Innomar Pharmacy (SK) Inc.
- 225. Innomar Pharmacy Inc.
- 226. Innomar Specialty Pharmacy, Inc.
- 227. Innomar Strategies Inc.
- 228. Innovation Cancer, Inc.
- 229. Insta-Care Holdings, Inc.
- 230. Insta-Care Pharmacy Services Corporation
- 231. Intake Initiatives Incorporated
- 232. IntegraConnect NewCo, LLC
- 233. Integrated Commercialization Solutions, Inc.
- 234. Integrated Commercialization Solutions, LLC
- 235. Integrated Health Systems Outcomes Coalition, LLC
- 236. Inteplex, Inc.
- 237. Interfill, LLC
- 238. International Oncology Network Solutions, Inc.
- 239. International Physician Networks, L.L.C.
- 240. International Rheumatology Network, L.L.C.
- 241. IntrinsiQ Holdings, Inc.
- 242. IntrinsiQ Specialty Solutions, Inc.
- 243. IntrinsiQ Tendler, Inc.
- 244. IntrinsiQ, LLC
- 245. J.M. Blanco, Inc.
- 246. James Brudnick Company, Inc.
- 247. K/S Instrument Corp.
- 248. KRP Investments, Inc.
- 249. Labpak Limited
- 250. LAD Drug Corporation
- 251. Leading Educational Research Network, LLC
- 252. Lexicon Pharmacy Services, L.L.C.
- 253. Liberty Acquisition Corp.
- 254. Libra C.V.
- 255. Los Angeles Drug Corporation
- 256. M.D.P. Properties, Inc.
- 257. Managed Care Network, Inc.
- 258. Marshall Reinardy LLC

- 260. Medical Initiatives, Inc.
- 261. Medidyne Corp.
- 262. Medselect Inc.
- 263. Memorial Pet Care, Inc.
- 264. Micro Technologies Canada Inc.
- 265. MWI Buying Group Limited (formerly St. Francis Limited)
- 266. MWI Supply (UK Acquisition) Limited
- 267. MWI Supply (UK Holdings) Limited
- 268. MWI Supply (UK) Limited
- 269. MWI Veterinary Supply Co.
- 270. MWI Veterinary Supply, Inc.
- 271. Nareks Ecza Deposu Ticaret Anonim Şirketi
- 272. Network for Medical Communication & Research Analytics, LLC
- 273. New Jersey Medical Corporation
- 274. Nexiapharma, SL
- 275. NMCR Holdings, Inc.
- 276. NMCR-Europe, LLC
- 277. Northeast Veterinary Supply Company, LLC
- 278. Oktal Pharma d.o.o
- 279. Oktal Pharma d.o.o
- 280. Oktal Pharma d.o.o [Zagreb]
- 281. Oktal Pharma d.o.o.
- 282. Oktal Pharma Hungary K.f.t.
- 283. Omni Med B, Inc.
- 284. OPH Oktal Pharma d.o.o
- 285. OTC Direct Limited
- 286. Paris Acquisition Corp.
- 287. Pharm Plus Acquisition, Inc.
- 288. Pharma One Corporation Limited
- 289. Pharmacy Corporation of America
- 290. Pharmacy Corporation of America Massachusetts, Inc.
- 291. Pharmacy Healthcare Solutions, Ltd.
- 292. Pharmacy Review Services, Inc.
- 293. Pharmdata s.r.o.
- 294. PharMEDium Healthcare Corporation
- 295. PharMEDium Healthcare Holdings LLC
- 296. PharMEDium Healthcare Holdings, Inc.
- 297. PharMEDium Healthcare LLC
- 298. PharMEDium Pharmacy Services, LLC
- 299. PharMEDium R.E., LLC
- 300. PharMEDium Services, LLC
- 301. PharMerica Drug Systems, Inc.
- 302. PharMerica Technology Solutions, LLC
- 303. Pharmerica, Inc.
- 304. Pitango HealthTech Fund I, L.P.
- 305. Planet Software Limited
- 306. PMSI MSA Services, Inc.

- 307. PMSI, Inc.
- 308. PPSC USA, LLC
- 309. Premier Pharmacy, Inc.
- 310. Premier Source Diagnostics Inc.
- 311. Premier Source, LLC
- 312. Prescribe Wellness, LLC
- 313. Profarma Distribuidora de Produtos Farmaceuticos S.A.
- 314. Ramuneles Vaistine UAB
- 315. Reimbursement Education Network, LLC
- 316. Rightpak, Inc.
- 317. Rombro's Drug Center, Inc.
- 318. Roscoe Acquisition Corporation
- 319. S.R.P. (Services de la Répartition Pharmaceutique)
- 320. SecureDVM, LLC
- 321. Securos Europe GmbH
- 322. Silver Streak I, LLC
- 323. Skills in Healthcare France
- 324. Skills in Healthcare Pazarlama ve Tanitim Hizmetleri Anonim Şirketi
- 325. Skills in Healthcare Romania S.r.l.
- 326. Smart ID Works, LLC
- 327. Smith Medical Partners, LLC
- 328. Snipetjernveien 10 Norge AS
- 329. Solana Beach, Inc.
- 330. Southwest Pharmacies, Inc.
- 331. Southwestern Drug Corporation
- 332. SparkSense Analytics, Inc.
- 333. Specialty Advancement Network, LLC
- 334. Specialty Pharmacy of California, Inc.
- 335. Specialty Pharmacy, Inc.
- 336. Spielberg Acquisition Corp.
- 337. Spits B.V.
- 338. Stadt Solutions, LLC
- 339. Stephar B.V.
- 340. Strategic Pharmaceutical Solutions, Inc.
- 341. Swine Solutions Network, LLC
- 342. Taylor & Manno Asset Recovery, Inc.
- 343. Telepharmacy Solutions, Inc.
- 344. Terra-Lab d.o.o
- 345. The Allen Company
- 346. The Lash Group, Inc.
- 347. The Lash Group, LLC
- 348. TheraCom, L.L.C.
- 349. ThermoSecure Medical Equipment GmbH
- 350. TMESYS, Inc.
- 351. TrakCel Holding Company, Inc.
- 352. Trellis Healthcare Consulting, L.L.C.
- 353. Trellis Healthcare Consulting, LLC
- 354. True Blue Indemnity Company

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- 355. United Company of Pharmacists SAE
- 356. Universal Packaging Systems, Inc.
- 357. US Bioservices Corporation
- 358. Valley Wholesale Drug Co., LLC
- 359. Value Apothecaries, Inc.
- 360. Vedco, Inc.
- 361. Vetbridge Animal Health, LLC
- 362. Vetbridge Product Development (NM-OMP) LLC
- 363. VetSpace Limited
- 364. VetSpace, Inc.
- 365. Vetswest Limited
- 366. W.C. International Limited
- 367. WBA Acquisitions Luxco 9 S.à.r.l.
- 368. Wight Nederland Holdco 2 B.V.
- 369. Wight Nederland Holdco 4 BV
- 370. WML, LLC
- 371. Woodglen Properties Limited
- 372. Woodglen Properties Limited Portugal Branch
- 373. World Courier (Aust) Pty. Ltd.
- 374. World Courier (Austria) GmbH
- 375. World Courier (Austria) GmbH Serbia Branch
- 376. World Courier (Deutschland) GmbH
- 377. World Courier (Finland) Oy
- 378. World Courier (India) Private Limited
- 379. World Courier (Ireland) Limited
- 380. World Courier (Lithuania), UAB
- 381. World Courier (Malaysia) Sdn. Bhd.
- 382. World Courier (Norway) AS
- 383. World Courier (NZ) Limited
- 384. World Courier (Poland) Sp. Z.o.o.
- 385. World Courier (Shanghai) Co., Ltd Guangzhou Branch
- 386. World Courier (Shanghai) Co., Ltd.
- 387. World Courier (Shanghai) Co., Ltd., Beijing Branch
- 388. World Courier (Sweden) AB
- 389. World Courier (Switzerland) SA
- 390. World Courier (U.K.) Limited
- 391. World Courier Asia (Thailand) Co., Ltd.
- 392. World Courier Belgium s.a.
- 393. World Courier Bulgaria
- 394. World Courier Czech Republic s.r.o.
- 395. World Courier de Chile Limitada
- 396. World Courier de Colombia S.A.
- 397. World Courier de Espana, S.A.
- 398. World Courier de Mexico S.A. de C.V.
- 399. World Courier de Portugal, Lda.
- 400. World Courier de Uruguay S.A.

- 401. World Courier del Ecuador S.A.
- 402. World Courier del Peru S.A.
- 403. World Courier Denmark A/S
- 404. World Courier do Brasil Transportes Internacionais Ltda.
- 405. World Courier France S.A.R.L.
- 406. World Courier Ground (Europe) Limited
- 407. World Courier Ground, Inc.
- 408. World Courier Group Logistics, Inc.
- 409. World Courier Group S.a.r.l.
- 410. World Courier Group, Inc.
- 411. World Courier Group, Inc. Taiwan Branch
- 412. World Courier Hellas Limited Liability Company
- 413. World Courier Holland BV
- 414. World Courier Hong Kong Limited
- 415. World Courier Hungary Freight Forwarder and Service Provider Limited Liability Company
- 416. World Courier Israel Ltd.
- 417. World Courier Italia srl
- 418. World Courier K.K. Japan
- 419. World Courier Korea Co., Ltd.
- 420. World Courier Limited (Russia)
- 421. World Courier Logistics (Europe) Limited
- 422. World Courier Logistics (UK) Limited
- 423. World Courier Logistics, Inc.
- 424. World Courier Logistics, Inc. (DE)
- 425. World Courier Logistics, Inc. (NY)
- 426. World Courier Management Limited
- 427. World Courier Management, Inc.
- 428. World Courier of Canada Ltd
- 429. World Courier Operations Kenya Limited
- 430. World Courier Philippines Representative Office
- 431. World Courier Romania S.R.L.
- 432. World Courier S.A.
- 433. World Courier Singapore Pte Ltd
- 434. World Courier Slovak Republic s.r.o.
- 435. World Courier South Africa (Proprietary) Limited
- 436. World Courier Tasimacilik ve Lojistik Hizmetleri Ticaret Limited Sirketi
- 437. World Courier Ukraine LLC
- 438. World Courier Venezuela, S.A.
- 439. World Courier Zagreb d.o.o.
- 440. World Courier, Inc.
- 441. World Courier, kurirske storitve, d.o.o.
- 442. World Customs Brokerage, Inc.
- 443. Xcenda (UK) Limited
- 444. Xcenda GmbH

445. Xcenda Switzerland GmbH 446. Xcenda, L.L.C.

447. ZU Vase Zdravije

Attachment: Opioid Litigation-Final Distributor Settlement Agreement (Resolution-MOA for Distribution of Opioid Settlement Funds)

<u>Cardinal</u>

- 1. A+ Secure Packaging, LLC
- 2. Abilene Nuclear, LLC
- 3. Access Closure, Inc.
- 4. Acuity GPO, LLC
- 5. Aero-Med, Ltd.
- 6. Allegiance (BVI) Holding Co. Ltd.
- 7. Allegiance Corporation
- 8. Allegiance Healthcare (Labuan) Pte. Ltd.
- 9. Allegiance I, LLC
- 10. Allegiance Labuan Holdings Pte. Ltd.
- 11. API (Suppliers) Limited
- 12. AssuraMed Acquisition Corp.
- 13. AssuraMed Group, Inc.
- 14. AssuraMed Holding, Inc.
- 15. AssuraMed Intermediate Holding, Inc.
- 16. AssuraMed, Inc.
- 17. C. International, Inc.
- 18. Cardinal Distribution Holding Corporation I
- 19. Cardinal Distribution Holding Corporation II
- 20. Cardinal Health 100, Inc.
- 21. Cardinal Health 104 LP
- 22. Cardinal Health 105, Inc.
- 23. Cardinal Health 107, LLC
- 24. Cardinal Health 108, LLC
- 25. Cardinal Health 110, LLC
- 26. Cardinal Health 112, LLC
- 27. Cardinal Health 113, LLC
- 28. Cardinal Health 114, Inc.
- 29. Cardinal Health 115, LLC
- 30. Cardinal Health 116, LLC
- 31. Cardinal Health 118, LLC
- 32. Cardinal Health 119, LLC
- 33. Cardinal Health 121, LLC
- 34. Cardinal Health 122, LLC
- 35. Cardinal Health 123, LLC
- 36. Cardinal Health 124, LLC
- 37. Cardinal Health 125, LLC
- 38. Cardinal Health 126, LLC
- Cardinal Health 120, EEC
 Cardinal Health 127, Inc.
- 40. Cardinal Health 128, LLC
- 40. Cardinal Health 128, LLC 41. Cardinal Health 130, LLC
- 41. Cardinal Health 150, LLC 42
- 42. Cardinal Health 131, LLC
- 43. Cardinal Health 132, LLC
- 44. Cardinal Health 133, Inc.
- 45. Cardinal Health 2, LLC
- 46. Cardinal Health 200, LLC
- 47. Cardinal Health 201 Canada L.P.
- 48. Cardinal Health 201, Inc.
- 49. Cardinal Health 215, LLC

- 50. Cardinal Health 222 (Thailand) Ltd.
- 51. Cardinal Health 242, LLC
- 52. Cardinal Health 246, Inc.
- 53. Cardinal Health 247, Inc.
- 54. Cardinal Health 249, LLC
- 55. Cardinal Health 250 Dutch C.V.
- 56. Cardinal Health 251, LLC
- 57. Cardinal Health 252, LLC
- 58. Cardinal Health 253, LP
- 59. Cardinal Health 3, LLC
- 60. Cardinal Health 414, LLC
- 61. Cardinal Health 418, Inc.
- 62. Cardinal Health 5, LLC
- 63. Cardinal Health 500, LLC
- 64. Cardinal Health 524, LLC
- 65. Cardinal Health 529, LLC
- 66. Cardinal Health 6, Inc.
- 67. Cardinal Health 7, LLC
- 68. Cardinal Health 8, LLC
- 69. Cardinal Health Australia 503 Pty Ltd.
- 70. Cardinal Health Austria 504 GmbH
- 71. Cardinal Health Belgium 505 BVBA
- 72. Cardinal Health Canada Holdings Cooperatie U.A.
- 73. Cardinal Health Canada Inc.
- 74. Cardinal Health Capital Corporation
- 75. Cardinal Health Cardiology Solutions, LLC
- 76. Cardinal Health Chile Limitada
- 77. Cardinal Health Colombia S.A.S.
- Cardinal Health Commercial Technologies, LLC
- 79. Cardinal Health Corporate Solutions, LLC
- 80. Cardinal Health D.R. 203 II Ltd.
- 81. Cardinal Health Denmark ApS
- 82. Cardinal Health do Brasil Ltda.
- 83. Cardinal Health Finance
- 84. Cardinal Health Finland Oy
- 85. Cardinal Health Foundation
- 86. Cardinal Health France 506 SAS
- 87. Cardinal Health Funding, LLC
- 88. Cardinal Health Germany 507 GmbH
- 89. Cardinal Health Germany Manufacturing GmbH
- 90. Cardinal Health Holding International, Inc.
- 91. Cardinal Health International Philippines, Inc.
- 92. Cardinal Health IPS, LLC
- 93. Cardinal Health Ireland 419 Designated Activity Company
- 94. Cardinal Health Ireland 508 Limited

- 95. Cardinal Health Ireland Manufacturing Limited
- 96. Cardinal Health Ireland Unlimited Company
- 97. Cardinal Health Italy 509 S.r.l.
- 98. Cardinal Health Japan G.K.
- 99. Cardinal Health Korea Limited
- 100. Cardinal Health Luxembourg 420 S.a.r.l.
- 101. Cardinal Health Luxembourg 522 S.a.r.l.
- 102. Cardinal Health Malaysia 211 Sdn. Bhd.
- 103. Cardinal Health Malta 212 Limited
- 104. Cardinal Health Managed Care Services, LLC
- 105. Cardinal Health Medical Products India Private Limited
- 106. Cardinal Health Mexico 244 S. de R.L. de C.V.
- 107. Cardinal Health Mexico 514 S. de R.L. de C.V.
- 108. Cardinal Health Middle East FZ-LLC
- 109. Cardinal Health MPB, Inc.
- 110. Cardinal Health Napoleon Holding, LLC
- 111. Cardinal Health Netherlands 502 B.V.
- 112. Cardinal Health Netherlands 525 Cooperatie U.A.
- 113. Cardinal Health Netherlands 528 B.V.
- 114. Cardinal Health Norway AS
- 115. Cardinal Health P.R. 120, Inc.
- 116. Cardinal Health P.R. 218, Inc.
- 117. Cardinal Health P.R. 220, LLC
- 118. Cardinal Health P.R. 436, Inc.
- 119. Cardinal Health Panama, S. de R.L.
- 120. Cardinal Health Pharmaceutical Contracting, LLC
- 121. Cardinal Health Pharmacy Services, LLC
- 122. Cardinal Health Poland Spolka z ograniczona odpowiedzialnoscia
- 123. Cardinal Health Portugal 513, Unipessoal Lda.
- 124. Cardinal Health Russia
- 125. Cardinal Health Singapore 225 Pte. Ltd.
- 126. Cardinal Health Spain 511 S.L.
- 127. Cardinal Health Sweden 512 A.B.
- 128. Cardinal Health Switzerland 515, GmbH
- 129. Cardinal Health Systems, Inc.
- 130. Cardinal Health Technologies Switzerland GmbH
- 131. Cardinal Health Technologies, LLC
- 132. Cardinal Health U.K. 418 Limited
- 133. Cardinal Health U.K. 432 Limited
- 134. Cardinal Health U.K. Holding Limited
- 135. Cardinal Health U.K. International Holding LLP

- 136. Cardinal Health, Inc.
- 137. Cardinal MED Equipment Consulting (Shanghai) Co., Ltd.
- 138. Cirpro de Delicias S.A. de C.V.
- 139. Clinic Pharmacies III, LLC
- 140. Clinic Pharmacies, LLC
- 141. Community Pharmacy Enterprises, LLC
- 142. Convertors de Mexico S.A. de C.V.
- 143. Cordis (Shanghai) MED Devices Co., Ltd.
- 144. Cordis Cashel Unlimited Company
- 145. Cordis Corporation
- 146. Cornerstone Rheumatology LP
- 147. Covidien Manufacturing Solutions, S.A.
- 148. Dutch American Manufacturers II (D.A.M. II) B.V.
- 149. Ellipticare, LLC
- 150. EPIC Insurance Company
- 151. Especialidades Medicas Kenmex S.A. de C.V.
- 152. Experience East, LLC
- 153. Flexible Stenting Solutions, Inc.
- 154. Frog Horned Capital, Inc.
- 155. Generic Drug Holdings, Inc.
- 156. GetOutcomes, LLC
- 157. Griffin Capital, LLC
- 158. HDG Acquisition, Inc.
- 159. imgRx Healdsburg, Inc.
- 160. imgRx Salud, Inc.
- 161. imgRx SJ Valley, Inc.
- 162. imgRx SLO, Inc.
- 163. imgRx Sonoma, Inc.
- 164. InnerDyne Holdings, Inc.
- 165. Innovative Therapies, Inc.
- 166. Instant Diagnostic Systems, Inc.
- 167. InteCardia-Tennessee East Catheterization, LLC
- 168. ITI Sales, LLC
- 169. Kendall-Gammatron Limited
- 170. Killilea Development Company, Ltd.
- 171. Kinray I, LLC
- 172. KPR Australia Pty. Ltd.
- 173. KPR Switzerland Sales GmbH
- 174. KPR U.S., LLC
- 175. Leader Drugstores, Inc.
- 176. Ludlow Technical Products Canada, Ltd.
- 177. Marin Apothecaries
- 178. Medicap Pharmacies Incorporated
- 179. Medicine Shoppe Capital Corporation
- 180. Medicine Shoppe International, Inc.
- 181. Medicine Shoppe Internet, Inc.
- 182. Mediquip Sdn. Bhd.
- 183. Mirixa Corporation

- 184. MosaicGPO, LLC
- 185. mscripts Holdings, LLC
- 186. mscripts Systems India Private Limited
- 187. mscripts, LLC
- 188. Nippon Covidien Ltd.
- 189. One Cloverleaf, LLC
- 190. Outcomes Incorporated
- 191. Owen Shared Services, Inc.
- 192. Pharmacy Operations Of New York, Inc.
- 193. Pharmacy Operations, Inc.
- 194. Physicians Purchasing, Inc.
- 195. Pinnacle Intellectual Property Services, Inc.
- 196. Pinnacle Intellectual Property Services-International, Inc.
- 197. Quiroproductos de Cuauhtemoc S. de R.L. de C.V.
- 198. RainTree Administrative Services, LLC
- 199. RainTree Care Management, LLC
- 200. RainTree GPO, LLC
- 201. Ransdell Surgical, Inc.
- 202. Red Oak Sourcing, LLC
- 203. Renal Purchasing Group, LLC
- 204. RGH Enterprises, Inc.
- 205. RT Oncology Services Corporation
- 206. Rxealtime, Inc.
- 207. Sierra Radiopharmacy, L.L.C.
- 208. Sonexus Health Access & Patient Support, LLC
- 209. Sonexus Health Distribution Services, LLC
- 210. Sonexus Health Financial Solutions, LLC
- 211. Sonexus Health Pharmacy Services, LLC
- 212. Sonexus Health, LLC
- 213. TelePharm, LLC
- 214. The Harvard Drug Group, L.L.C.
- 215. Tianjin ITI Trading Company
- 216. Tradex International, Inc.
- 217. Traverse GPO, LLC
- 218. Wavemark Lebanon Offshore s.a.l.
- 219. Wavemark, Inc.
- 220. Red Oak Sourcing, LLC
- 221. API (Suppliers) Limited
- 222. Sierra Radiopharmacy, L.L.C.
- 223. Abilene Nuclear, LLC
- 224. InteCardia-Tennessee East Catheterization, LLC
- 225. Kendall-Gammatron Limited
- 226. Almus Pharmaceuticals USA LLC
- 227. Cardinal Health (H.K.) Co. Limited
- 228. Cardinal Health (Shanghai) Pharmaceutical Co., Ltd.

- 229. Cardinal Health (Sichuan) Pharmaceutical Co., Ltd.
- 230. Cardinal Health (Wuxi) Pharmaceutical Co., Ltd.
- 231. Cardinal Health Hedan (Shenzhen) Pharmaceutical Co., Ltd.
- 232. Dalian Zhongda Pharmaceutical Company Limited
- 233. NaviHealth Holdings, LLC
- 234. Parch, L.L.C.
- 235. 6464661 Canada Inc.
- 236. Academy Of Managed Care Medicine, L.L.C.
- 237. Alaris Medical 1 (Suisse) Sarl
- 238. Alaris Medical New Zealand Limited
- 239. Allegiance Healthcare International GmbH
- 240. Allegiance Pro Inc.
- 241. Allied Healthcare Services, Inc.
- 242. Almus Pharmaceuticals Singapore Pte. Ltd.
- 243. Almus Pharmaceuticals USA LLC
- 244. American Threshold Industries, Inc.
- 245. Anoka, LLC
- 246. ARCH Collection Corporation
- 247. ARCH, S.A.
- 248. Armand Scott, LLC
- 249. Aurum Pharmaceuticals Limited
- 250. Behrens Inc.
- 251. Beijing Baiji Advanced Specialty Company Limited
- 252. Bellwether Oncology Alliance, Inc.
- 253. Bentley Merger Sub, LLC
- 254. Bindley Western Funding Corporation
- 255. Bindley Western Industries II Of Maine, Inc.
- 256. Biosigna GmbH Institut für Biosignalverarbeitung und Systemanalyse
- 257. Bird Products (Japan) Ltd.
- 258. Bird Products Corporation
- 259. Brighton Capital, Inc.
- 260. Buffalo Merger Corp.
- 261. BW Transportation Services, Inc.
- 262. Cardal II, LLC
- 263. Cardal, Inc.
- 264. Cardinal Florida, Inc.
- 265. Cardinal Health (Beijing) China Pharmaceutical Co., Ltd.
- 266. Cardinal Health (Beijing) Medical Trading Co., Ltd.
- 267. Cardinal Health (Beijing) Pharmacy Co., Ltd.
- 268. Cardinal Health (Chengdu) Pharmacy Co., Ltd.
- 269. Cardinal Health (China) Investment Co., Ltd.

- 270. Cardinal Health (Chongqing) Pharmaceutical Co., Ltd.
- 271. Cardinal Health (Chongqing) Pharmacy Co., Ltd.
- 272. Cardinal Health (H.K.) Co. Limited
- 273. Cardinal Health (Hubei) Pharmaceutical Co., Ltd.
- 274. Cardinal Health (L) Co., Ltd.
- 275. Cardinal Health (Liaoning) Pharmaceutical Co., Ltd.
- 276. Cardinal Health (P02296)
- 277. Cardinal Health (P04080)
- 278. Cardinal Health (Shanghai) Commercial and Trading Company Limited
- 279. Cardinal Health (Shanghai) Cosmetics Trading Co., Ltd.
- 280. Cardinal Health (Shanghai) Logistics Co., Ltd.
- 281. Cardinal Health (Shanghai) Pharmaceutical Co., Ltd.
- 282. Cardinal Health (Shanghai) Pharmacy Co., Ltd.
- 283. Cardinal Health (Shanxi) Pharmaceutical Co., Ltd.
- 284. Cardinal Health (Shenyang) Pharmacy Co., Ltd.
- 285. Cardinal Health (Sichuan) Pharmaceutical Co., Ltd.
- 286. Cardinal Health (Tianjin) Pharmaceutical Co., Ltd.
- 287. Cardinal Health (Wuxi) Pharmaceutical Co., Ltd.
- 288. Cardinal Health (WuXi) Pharmacy Co., Ltd.
- 289. Cardinal Health (Zhejiang) Pharmaceutical Co., Ltd.
- 290. Cardinal Health 101, Inc.
- 291. Cardinal Health 102, Inc.
- 292. Cardinal Health 103, Inc.
- 293. Cardinal Health 106, Inc.
- 294. Cardinal Health 109, Inc.
- 295. Cardinal Health 111, LLC
- 296. Cardinal Health 113, LLC
- 297. Cardinal Health 117, LLC
- 298. Cardinal Health 129, Inc.
- 299. Cardinal Health 208, Inc.
- 300. Cardinal Health 301, LLC
- 301. Cardinal Health 400, Inc.
- 302. Cardinal Health 401, Inc.
- 303. Cardinal Health 402, Inc.
- 304. Cardinal Health 403, Inc.
- 305. Cardinal Health 404, Inc.

- 306. Cardinal Health 405, Inc.
- 307. Cardinal Health 406, Inc.
- 308. Cardinal Health 406, LLC 309. Cardinal Health 407, Inc.
- 310. Cardinal Health 408. Inc.
- 311. Cardinal Health 409, Inc.
- 312. Cardinal Health 410, Inc.
- 313. Cardinal Health 411, Inc.
- 314. Cardinal Health 412, Inc.
- 315. Cardinal Health 413, Inc.
- 316. Cardinal Health 415, Inc.
- 317. Cardinal Health 416, Inc.
- 318. Cardinal Health 417, Inc.
- 319. Cardinal Health 419, LLC
- 320. Cardinal Health 420, LLC
- 321. Cardinal Health 421 Limited Partnership
- 322. Cardinal Health 421, Inc.
- 323. Cardinal Health 422, Inc.
- 324. Cardinal Health 501 Dutch C.V.
- 325. Cardinal Health Austria 201 GmbH
- 326. Cardinal Health Bermuda 224, Ltd.
- 327. Cardinal Health Brasil 423 Servicos Farmaceuticos Nucleares Ltda
- 328. Cardinal Health Canada 204, Inc.
- 329. Cardinal Health Canada 301, Inc.
- 330. Cardinal Health Canada 302, Inc.
- 331. Cardinal Health Canada 307, ULC
- 332. Cardinal Health Canada 403, Inc.
- 333. Cardinal Health Canada 437, Inc.
- 334. Cardinal Health Canada Inc.
- 335. Cardinal Health Canada LP
- 336. Cardinal Health Cayman Islands Holding Co. Ltd
- 337. Cardinal Health Cayman Islands Ltd.
- 338. Cardinal Health China Co., Ltd.
- 339. Cardinal Health D.R. 203 Limited
- 340. Cardinal Health Europe IT GmbH
- 341. Cardinal Health France 205 SAS
- 342. Cardinal Health France 309 SAS
- 343. Cardinal Health Germany 206 GmbH
- 344. Cardinal Health Germany 234 GmbH
- 345. Cardinal Health Germany 318 GmbH
- 346. Cardinal Health Hedan (Shenzhen) Pharmaceutical Co., Ltd.
- 347. Cardinal Health Hong Kong Limited
- 348. Cardinal Health I, Inc.
- 349. Cardinal Health Imaging, LLC
- 350. Cardinal Health India Private Limited
- 351. Cardinal Health International Ventures, Ltd.
- 352. Cardinal Health Ireland 406 Ltd.

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- 353. Cardinal Health Ireland 527 General Partnership
- 354. Cardinal Health Italy 208 S.r.l.
- 355. Cardinal Health Italy 312 S.p.A.
- 356. Cardinal Health Lease Funding 2002A, LLC
- 357. Cardinal Health Lease Funding 2002AQ, LLC
- 358. Cardinal Health Lease Funding 2003A, LLC
- 359. Cardinal Health Lease Funding 2003AQ, LLC
- 360. Cardinal Health Lease Funding 2003B, LLC
- 361. Cardinal Health Lease Funding 2003BQ, LLC
- 362. Cardinal Health Lease Funding 2004A, LLC
- 363. Cardinal Health Lease Funding 2004AQ, LLC
- 364. Cardinal Health Luxembourg 523 S.a.r.l.
- 365. Cardinal Health Mauritius Holding 226 Ltd.
- 366. Cardinal Health Mexico 213, S.A. de C.V.
- 367. Cardinal Health Netherlands 238 BV
- 368. Cardinal Health Netherlands 526 B.V.
- 369. Cardinal Health Netherlands Financing C.V.
- 370. Cardinal Health Netherlands Holding B.V.
- 371. Cardinal Health New Zealand 313 Limited
- 372. Cardinal Health Norway 315 A/S
- 373. Cardinal Health P.R. 227, Inc.
- 374. Cardinal Health P.R. 409 B.V.
- 375. Cardinal Health PTS, Inc.
- 376. Cardinal Health PTS, LLC
- 377. Cardinal Health S.A. 319 (Proprietary) Limited
- 378. Cardinal Health Singapore 304
- 379. Cardinal Health Singapore 423 Pte. Ltd.
- 380. Cardinal Health Spain 219 S.L.U.
- 381. Cardinal Health Spain 239 SA
- 382. Cardinal Health Specialty Pharmacy, LLC
- 383. Cardinal Health Sweden 220 AB
- 384. Cardinal Health Sweden 314 AB
- 385. Cardinal Health Switzerland 221 Sarl
- 386. Cardinal Health Switzerland 317 Sarl
- 387. Cardinal Health Trading (Shanghai) Co., Ltd.
- 388. Cardinal Health U.K. 100 Limited
- 389. Cardinal Health U.K. 101 Limited
- 390. Cardinal Health U.K. 102 Limited
- 391. Cardinal Health U.K. 103 Limited
- 392. Cardinal Health U.K. 104 Limited
- 393. Cardinal Health U.K. 105 Limited
- 394. Cardinal Health U.K. 106 Limited
- 395. Cardinal Health U.K. 223 Limited
- 396. Cardinal Health U.K. 232 Limited
- 397. Cardinal Health U.K. 235 Limited
- 398. Cardinal Health U.K. 236 Limited
- 399. Cardinal Health U.K. 240 Limited
- 400. Cardinal Health U.K. 305 Limited
- 401. Cardinal Health U.K. 306 Limited

- 402. Cardinal Health U.K. 433 Limited
- 403. Cardinal Health U.K. 434 Limited
- 404. Cardinal Syracuse, Inc.
- 405. Cardinal.Com Holdings, Inc.
- 406. Care Fusion Development Private Limited
- 407. Care Fusion Incorporated
- 408. CareFusion 202, Inc.
- 409. CareFusion 203, Inc.
- 410. CareFusion 205, Inc.
- 411. CareFusion 206, Inc.
- 412. CareFusion 207, Inc.
- 413. CareFusion 209, Inc.
- 414. CareFusion 210, Inc.
- 415. CareFusion 211, Inc.
- 416. CareFusion 212, LLC
- 417. CareFusion 213, LLC
- 418. CareFusion 214, LLC
- 419. CareFusion 2200, Inc.
- 420. CareFusion 2201, Inc.
- 421. CareFusion 302, LLC
- 422. CareFusion 303, Inc.
- 423. CareFusion 304, LLC
- 424. CareFusion Australia 200 Pty Ltd.
- 425. CareFusion Australia 316 Pty Limited
- 426. CareFusion Australia 500 Pty Ltd
- 427. CareFusion Belgium 202 BVBA
- 428. CareFusion Brasil 231 Servico e Comercia de Productos Medicos Ltda
- 429. CareFusion Corporation
- 430. CareFusion EIT, LLC
- 431. CareFusion Iberia 308 S.L.U.
- 432. CareFusion Italy 237 Srl
- 433. CareFusion Italy 311 Srl
- 434. CareFusion Japan 228 K.K.
- 435. CareFusion Japan 233, Inc.
- 436. CareFusion Luxembourg 501 Sarl
- 437. CareFusion Manufacturing Ireland 241 Limited
- 438. CareFusion Manufacturing, LLC
- 439. CareFusion Netherlands 214 B.V.
- 440. CareFusion Netherlands 238 BV
- 441. CareFusion Netherlands 310 B.V.
- 442. CareFusion Netherlands 503 B.V.
- 443. CareFusion New Zealand 217 Limited
- 444. CareFusion New Zealand 313 Limited
- 445. CareFusion Resources, LLC
- 446. CareFusion Singapore 243 Pte. Ltd.
- 447. CareFusion Solutions, LLC
- 448. CareFusion U.K. 284 Limited
- 449. CareFusion U.K. 286 Limited
- 450. CareFusion U.K. 287 Limited

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- 451. CareFusion U.K. 288 Limited
- 452. Cascade Development, Inc.
- 453. CCB, Inc.
- 454. CDI Investments, Inc.
- 455. Centralia Pharmacy, Inc.
- 456. Centricity, LLC
- 457. Chapman Drug Company
- 458. Chengdu Baiji Advanced Specialty Pharmacy Company Limited
- 459. Cheshire Merger Sub, Inc.
- 460. CMI Net, Inc.
- 461. College Park Plaza Associates, Inc.
- 462. Comprehensive Medical Imaging-Anaheim Hills, Inc.
- 463. Comprehensive Medical Imaging-Apple Valley, Inc.
- 464. Comprehensive Medical Imaging-Boynton Beach, Inc.
- 465. Comprehensive Medical Imaging-Downey, Inc.
- 466. Comprehensive Medical Imaging-Encino, Inc.
- 467. Comprehensive Medical Imaging-Fort Lauderdale, Inc.
- 468. Comprehensive Medical Imaging-Fremont, Inc.
- 469. Comprehensive Medical Imaging-Hesperia, Inc.
- 470. Comprehensive Medical Imaging-Huntington Beach, Inc.
- 471. Comprehensive Medical Imaging-Palm Springs, Inc.
- 472. Comprehensive Medical Imaging-Rancho Cucamonga, Inc.
- 473. Comprehensive Medical Imaging-Rancho Mirage, Inc.
- 474. Comprehensive Medical Imaging-Salisbury, Inc.
- 475. Comprehensive Medical Imaging-Sherman Oaks, Inc.
- 476. Comprehensive Medical Imaging-Tempe, Inc.
- 477. Comprehensive Medical Imaging-Van Nuys, Inc.
- 478. Comprehensive Medical Imaging-Victorville, Inc.
- 479. Comprehensive Medical Imaging-Westlake Village, Inc.
- 480. Comprehensive Open MRI-Carmichael, Inc.
- 481. Comprehensive Open MRI-Folsom, Inc.
- 482. Comprehensive Open MRI-Fullerton, Inc.
- 483. Comprehensive Open MRI-Laguna Hills, Inc.
- 484. Comprehensive Open MRI-Sacramento, Inc.

- 485. Comprehensive Reimbursement Consultants, Inc.
- 486. Consumer2patient, LLC
- 487. CR Medicap, Inc.
- 488. Curaspan Health Group, Inc.
- 489. Cytokine Pharmasciences, Inc.
- 490. Dalian Zhongda Pharmaceutical Company Limited
- 491. Daniels Pharmaceuticals Limited
- 492. DC Merger Corp
- 493. Denver Biomedical, Inc.
- 494. Desert PET, LLC
- 495. Dik Drug Company, LLC
- 496. Dik Medical Supplies, LLC
- 497. Discor Limited
- 498. Dismed Inc.
- 499. Dohmen Distribution Partners Southeast, L.L.C.
- 500. Dover Communications, LLC
- 501. Duquoin Pharmacy, Inc.
- 502. Dutch American Manufacturers (D.A.M.) B.V.
- 503. East Iowa Pharmacies, Inc.
- 504. EGIS Holdings, Inc.
- 505. Eldon Laboratories Limited
- 506. Ellicott Drug Company
- 507. EME Medical, Inc.
- 508. Enturia Canada ULC
- 509. Enturia de Mexico S. de R.L. de C.V.
- 510. Enturia Limited
- 511. Enturican, Inc.
- 512. EON Media Inc.
- 513. Eureka Merger Sub, Inc.
- 514. European Pharmaceuticals Group Ltd.
- 515. First Choice, Inc. Of Maine
- 516. Flower Merger Corp.
- 517. Futuremed Health Care Products Limited Partnership
- 518. Futuremed Healthcare Products Corporation
- 519. Futuremed Holdings General Partner Inc.
- 520. Fuzhou Baiji Pharmacy Company Limited
- 521. Gala Design, Inc.
- 522. Gelatin Products International, Inc.
- 523. Geodax Technology, Inc.
- 524. Glacier Corporation
- 525. Grand Avenue Pharmacy, Inc.
- 526. Graphic Holdings, Inc.
- 527. Griffin Group Document Management Services, Inc.

- 528. Guangzhou Baiji Advanced Specialty Pharmaceutical Chain Stores Company Limited
- 529. Guangzhou Baiji Drug Store Company Limited
- 530. Guangzhou City Kangwei Information Technology Company Limited
- 531. Guangzhou Ruixun Pharmaceutical Company Limited
- 532. Guizhou Yibai Medical Co., Ltd.
- 533. Hangzhou Baiji Advanced Specialty Drug Store Company Limited
- 534. Heartland Diagnostic Services, Inc.
- 535. HLS Advantage, LLC
- 536. Homecare (North-West) Limited
- 537. Humiston-Keeling, Inc.
- 538. IMI Of Boca Raton, Inc.
- 539. IMI Of Miami, Inc.
- 540. IMI Of North Miami Beach, Inc.
- 541. Inland Empire Regional Pet Center, LLC
- 542. InnerDyne, Inc.
- 543. Inpharm Nationwide Limited
- 544. InteCardia-Tennessee East Diagnostic, LLC
- 545. Intercare Holdings Limited
- 546. Intercare Investments Limited
- 547. Intercare Properties Plc
- 548. Iowa Falls Pharmacy, Inc.
- 549. IVAC Overseas Holdings LP
- 550. JakaMed AB AB
- 551. Jinan Baiji Drug Store Company Limited
- 552. JRG, Ltd.
- 553. Kendall Patient Recovery BVBA
- 554. Kinetic Surgical, LLC
- 555. Kinray, Inc.
- 556. Kinray, LLC
- 557. KPR Italia S.r.l.
- 558. KPR U.S., Inc.
- 559. Kunming Baiji Advanced Specialty Pharmacy Company Limited
- 560. Lake Charles Pharmaceutical Supply Company, LLC
- 561. Liaoning Longda Pharmaceutical Co., Ltd.
- 562. Liberty Communications Network, LLC
- 563. Ludlow Technical Products Corporation
- 564. Macarthy Group Trustees Limited
- 565. Macarthys Laboratories Limited
- 566. Macarthy's Limited
- 567. Marmac Distributors, Inc.
- 568. Martindale Pharma GmbH
- 569. Martindale Pharmaceuticals Limited
- 570. Medcon S.A.

- 571. MedEd Resources, LLC
- 572. Medesta Associates, LLC
- 573. Medical Concepts Development, Inc.
- 574. Medical Diagnostic Leasing, Inc
- 575. Medical Education Systems, LLC
- 576. Medical Media Communications, LLC
- 577. Medical Strategies, Inc.
- 578. MediQual Systems, Inc.
- 579. Meditrol Automation Systems, Inc.
- 580. Meditrol, Inc.
- 581. MedMined, Inc.
- 582. Mercury Merger Sub, LLC
- 583. Mesa Merger Corp.
- 584. MicroGas Limited
- 585. MicroMedical Deutschland GmbH
- 586. Microport Healthcare, LLC
- 587. Midland Pharmacies, Inc
- 588. Mississippi Medical Supply Cooperative, L.L.C.
- 589. MRI Equipment Partners, Ltd.
- 590. Mudhen Merger Corp.
- 591. Multi-Medica S.A.
- 592. Multipharm Limited
- 593. Nanjing Baiji Advanced Specialty Drug Store Company Limited
- 594. Nanning Baiji Advanced Specialty Pharmacy Company Limited
- 595. Nationwide Ostomy Supplies Limited
- 596. Navigator Health, Inc.
- 597. NaviHealth Holdings, LLC
- 598. NaviHealth SM Holdings, Inc.
- 599. NaviHealth, Inc.
- 600. Nexus Healthcare, Inc.
- 601. Nitric Bio Therapeudics, Inc.
- 602. Northern Michigan Supply Alliance, L.L.C.
- 603. Ohio Valley-Clarksburg, Inc.
- 604. Oncology Holdings, Inc.
- 605. Onpointe Medical Communications, LLC
- 606. Oval (Shanghai) Technologies, Inc.
- 607. Oval Technologies (H.K.) Pty Limited
- 608. Owen Healthcare Building, Inc.
- 609. Pacific Surgical Innovations, Inc.
- 610. Panther Merger Sub II, Inc.
- 611. Panther Merger Sub, Inc.
- 612. Parch, L.L.C.
- 613. Parch, L.L.C. State File
- 614. ParMed Pharmaceuticals, LLC
- 615. PatientScribe Inc.
- 616. PCI Acquisition I, Inc.
- 617. PCI Acquisition II, Inc.
- 618. PCI Services Holdings, Inc.

- 619. PCI Services III, Inc.
- 620. PCI/Acquisition III, Inc.
- 621. PCI/All Pack Holdings, Inc.
- 622. PCI/Delvco, Inc. State File
- 623. PCI/Tri-Line (Usa), Inc.
- 624. Pharmaceutical & Diagnostic Services, LLC
- 625. Pharmacy Service Corporation
- 626. Phillipi Holdings, Inc.
- 627. PHR Staffing, Inc.
- 628. Post-Acute Care Center For Research, LLC
- 629. Practicome Solutions, LLC
- 630. Princeton Diagnostic Isotopes, Inc.
- 631. Priority Healthcare Services Corporation
- 632. Procedure-Based Instrument Services, L.L.C.
- 633. Productos Urologos de Mexico S.A. de C.V.
- 634. Professional Health-Care Resources, Inc.
- 635. Pyxis Capital Corporation
- 636. Pyxis Funding II, LLC
- 637. Pyxis Funding, LLC
- 638. R Cubed, Inc.
- 639. R. P. Scherer Hardcapsule (West)
- 640. R.P. Scherer Inc.
- 641. R.P. Scherer Technologies, Inc.
- 642. Radiopharmacy Of Boise, Inc.
- 643. Radiopharmacy Of Northern California, Inc.
- 644. Renlar Systems, Inc.
- 645. RightCare Solutions, Inc.
- 646. Royal Merger Sub, Inc.
- 647. Scela, Inc.
- 648. Scriptline, Inc.
- 649. SensorMedics (Deutschland) GmbH
- 650. SensorMedics Corporation
- 651. Shanghai Baiwei Drug Store Company Limited
- 652. Shanghai Cardinal Baiwei Drug Store Co., Ltd.
- 653. Shanghai Jinyi Health Management Consultation Co., Ltd.
- 654. Shanghai Luoda Pharmaceutical Company Limited
- 655. Shenzhen Zhengdan Investment Company Limited
- 656. Simolo (GL) Limited
- 657. Sistemas Medicos ALARIS S.A. de C.V.
- 658. Snowden Pencer Holdings, Inc.
- 659. Snowden Pencer, Inc.
- 660. Solomons Company

- 661. Source Medical Corporation
- 662. SRX, Inc.
- 663. Strategic Implications International, LLC
- 664. Supplyline Technologies Limited
- 665. Surgical Carepair, L.L.C.
- 666. Surgical Instrument Repair Service, L.L.C.
- 667. Syncor Belgium SPRL
- 668. Syncor Diagnostics Bakersfield, LLC
- 669. Syncor Diagnostics Dallas, LLC
- 670. Syncor Diagnostics Encino, LLC
- 671. Syncor Diagnostics Fullerton, LLC
- 672. Syncor Diagnostics Laguna Hills, LLC
- 673. Syncor Diagnostics Plano, LLC
- 674. Syncor Diagnostics Sacramento, LLC
- 675. Syncor Financing Corporation
- 676. Syncor Italy srl
- 677. The Enright Group, Inc.
- 678. The Heron Corporation
- 679. The LVC Corporation
- 680. Tianjin Cardinal Pharmacy Co., Ltd.
- 681. Toledo Pharmacy Company
- 682. Tropic Merger Sub, Inc.
- 683. UroMed, Inc.
- 684. VIASYS Healthcare Ireland Limited
- 685. VIASYS Healthcare Island EHF
- 686. VIASYS Healthcare S.A.R.L.
- 687. VIASYS Holdings Inc.
- 688. VIASYS NeuroCare France SAS
- 689. VIASYS Polymer Products LLC
- 690. Virginia Imaging Center, LLC
- 691. Virginia Merger Corporation
- 692. Vistant Corporation
- 693. Vistant Holdings, Inc.
- 694. Vubiq Inc.
- 695. Wenzhou Xinte Pharmaceutical Co., Ltd.
- 696. West Hudson, Inc.
- 697. West Texas Nuclear Pharmacy Partners
- 698. Wholesale (PI) Limited
- 699. Williams Drug Distributors, Inc.
- 700. Wolf Merger Corp.
- 701. Wrangler Acquisition Sub, Inc.
- 702. Wuhan Baiji New & Special Drug Store Company Limited
- 703. Xiamen Cardinal Baiwei Drug Store Co., Ltd.
- 704. Xi'an Baiji Advanced Specialty Pharmacy Company Limited
- 705. Yorkshire Pharmacy, Inc.

McKesson

- 1. "Aewige" ärztliche Wirtschaftsgesellschaft m.b.H., HG Wien
- 2. "die apoteeke in teesdorf" Mag. pharm. Gerda Kohlhauser KG, LG Wiener Neustadt
- 3. "Esplanade-Apotheke" Mag. pharm. Anna-Maria Köck KG, Landesgericht Wels
- 4. "Panther Apotheke" Mag. pharm. Sandra Krokos KG, Landesgericht Graz
- 5. 10101 Woodloch Forest LLC
- 6. 2012 DREAM LIMITED, England
- 7. 28CVR LIMITED, England
- 8. 3068312 Nova Scotia ULC
- 9. 3069163 Nova Scotia Limited
- 10. 3069164 Nova Scotia Limited
- 11. 30MC LIMITED, England
- 12. 701985 N.B. INC.
- 13. A C FERGUSON (CHEMIST) LIMITED, England
- 14. A. SUTHRELL (HAULAGE) LIMITED, England
- 15. A.F.M. Bergamo S.p.A., Italy
- 16. A.L.I. Holdings LLC
- 17. A.L.I. Imaging Systems Corp.
- 18. A.L.I. Technologies (International) LLC
- 19. AAH BUILDERS SUPPLIES LIMITED, England
- 20. AAH FURB PENSION TRUSTEE LIMITED, England
- 21. AAH Glass & Windows Limited, England
- 22. AAH Ireland, Dublin
- 23. AAH LIMITED, England
- 24. AAH Lloyds Insurance (IoM) Limited, Isle Of Man
- 25. AAH LLOYDS PENSION TRUSTEES LIMITED, England
- 26. AAH NOMINEES LIMITED, England
- 27. AAH ONE LIMITED, Scotland
- 28. AAH PHARMACEUTICALS LIMITED, England
- 29. AAH TWENTY FOUR LIMITED, Scotland
- 30. AAH TWENTY LIMITED, England
- 31. AAH TWENTY SIX LIMITED, England
- 32. ABG Apotheken-Beratungsgesellschaft mbH, Stuttgart
- 33. Access Health NZ Limited
- 34. AccessMed Holdings, Inc.

- 35. AccessMed, Inc. (AccessMed, LLC)
- 36. AccessMed, LLC
- 37. ACME DRUG CO. LIMITED, Scotland
- 38. ADDED MARKETING LIMITED, England
- Adler Apotheke Krems Mag. Gabriele Denk KG, LG Krems an der Donau
- 40. Adler-Apotheke Mag.pharm. Ingrid Chvatal KG, LG Leoben
- 41. Admenta Beteiligungs GmbH, HG Wien
- 42. Admenta Denmark ApS, Copenhagen
- 43. Admenta Deutschland GmbH, Stuttgart44. ADMENTA HOLDINGS LIMITED,
- England
- 45. ADMENTA ITALIA S.P.A., CCIAA di Bologna
- 46. ADMENTA PENSION TRUSTEES LIMITED, England
- 47. Admenta Sweden AB
- 48. ADMENTA UK LIMITED, England
- 49. Admenta Verwaltungs GmbH, HG Wien
- 50. AFM S.p.A., CCIAA di Bologna
- 51. AHLP PHARMACY LIMITED, England
- 52. ALCHEM (SOUTHERN) LIMITED, England
- 53. ALPE-ADRIA PHARMA farmacevtsko podjetje d.o.o., Ljubljana
- 54. Alphar Ayeneux, Belgium
- 55. Alphar Gilly DL, Belgium
- 56. Alphar Monceau sur Sambre, Belgium
- 57. Alphar Partners SA, Belgium58. Alte Löwen-Apotheke Mag. pharm.
- Kristina Taubald KG, HG Wien 59. Alte Spora Apotheke Mag.pharm. Ste
- 59. Alte Spora Apotheke Mag.pharm. Stephan Öhlzelt KG, LG St. Pölten
- 60. Amethyst Acquisition Corp.
- 61. Ancavion GmbH, AG Darmstadt
- 62. Ancillary Management Solutions, Inc.
- 63. Anton-Bruckner-Apotheke Mag.pharm. Christian Schwarzenbrunner KG, LG Linz
- 64. AOR Holding Company of Indiana, Inc. (AOR Holding Company of Indiana, LLC)
- 65. AOR Holding Company of Indiana, LLC
- 66. AOR Management Company of Alabama, Inc.
- 67. AOR Management Company of Arizona, Inc. (AOR Management Company of Arizona, LLC)

- 68. AOR Management Company of Arizona, LLC
- 69. AOR Management Company of Central Florida, Inc.
- 70. AOR Management Company of Florida, Inc.
- 71. AOR Management Company of Indiana, Inc. (AOR Management Company of Indiana, LLC)
- 72. AOR Management Company of Indiana, LLC
- 73. AOR Management Company of Kansas, Inc.
- AOR Management Company of Missouri, Inc. (AOR Management Company of Missouri, LLC)
- 75. AOR Management Company of Missouri, LLC
- 76. AOR Management Company of Nevada, Inc.
- 77. AOR Management Company of New York, Inc.
- 78. AOR Management Company of North Carolina, Inc.
- 79. AOR Management Company of Ohio, Inc.
- 80. AOR Management Company of Oklahoma, Inc. (AOR Management Company of Oklahoma, LLC)
- 81. AOR Management Company of Oklahoma, LLC
- 82. AOR Management Company of Oregon, Inc.
- 83. AOR Management Company of Pennsylvania, Inc. (AOR Management Company of Pennsylvania, LLC)
- 84. AOR Management Company of Pennsylvania, LLC
- 85. AOR Management Company of South Carolina, Inc.
- 86. AOR Management Company of Texas, Inc.
- AOR Management Company of Virginia, Inc. (AOR Management Company of Virginia, LLC)
- 88. AOR Management Company of Virginia, LLC
- 89. AOR of Indiana Management Partnership
- 90. AOR of Texas Management Limited Partnership
- 91. AOR of Texas Management, LLC

- 92. AOR Real Estate, Inc. (AOR Real Estate, LLC)
- 93. AOR Real Estate, LLC
- 94. AOR Synthetic Real Estate, Inc. (AOR Synthetic Real Estate, LLC)
- 95. AOR Synthetic Real Estate, LLC
- 96. AORIP, Inc.
- 97. AORT Holding Company, Inc. (AORT Holding Company, LLC)
- 98. AORT Holding Company, LLC
- 99. AORT LP, LLC
- 100. Aporana AS
- 101. Apotheke "Zum Bergmann" Mag.pharm. Sabine Tuttner KG, LG Leoben
- 102. Apotheke "Zur heiligen Dreifaltigkeit" Mag. pharm. Edith Schuller-Grundnig KG, Landesgericht Korneuburg
- 103. Apotheke "Zur Mutter Gottes" Mag. pharm. Karin Nozicka KG, HG Wien
- 104. Apotheke Atzgersdorf Mr. Hermann Latzin KG, Wien
- 105. Apotheke im Messepark Mag. pharm. Dietmar Purin KG, LG Feldkirch
- 106. Apotheke Niklasdorf Mag. pharm. Matthias Schöggl KG, LG Leoben
- 107. APOTHEKE U1 TROSTSTRASSE, Mag. pharm. Max Wellan KG, HG Wien
- 108. Apotheke Zum heiligen Antonius Mag. pharm. Walter Staschek KG, LG Wiener Neustadt
- 109. Apotheke zum heiligen Schutzengel Mag.pharm. Barbara Penz-Arzberger KG, Landesgericht Graz
- 110. Apotheke zum Patriarchen Mag. pharm. Brigitte Kölbl KG, HG Wien
- 111. Apotheke Zur hl. Dreifaltigkeit Mag. pharm. Doris Richter KG, LG Wiener Neustadt
- 112. Apotheke Zur Hütte Mag. pharm. Mrak KG, LG Leoben
- 113. Apovest AS
- 114. Apovest Drift AS
- 115. Art Acquisition Subsidiary, Inc.
- 116. Ascalon International, Inc.
- 117. ATLAS Travel Clinic Limited, England
- 118. Attentus Medical Sales, Incorporated (Attentus Medical Sales, LLC)
- 119. Attentus Medical Sales, LLC
- 120. Awarix, Inc.
- 121. Axis Medical Management, Inc.

- 122. AYRSHIRE PHARMACEUTICALS LIMITED, Scotland
- 123. AZIENDA FARMACEUTICA MUNICIPALE di Cremona S.p.A., CCIAA di Cremona
- 124. Azienda Farmacie Milanesi S.p.A., CCIAA di Milano
- 125. Babbingore Limited, Dublin
- 126. BAILLIESTON HEALTH CENTRE PHARMACY LIMITED, Scotland
- 127. Ballycane Pharmacy Limited, Ireland
- 128. BANNISTER & THATCHER LIMITED, England
- 129. BARCLAY PHARMACEUTICALS (ATHERSTONE) LIMITED, England
- 130. BARCLAY PHARMACEUTICALS LIMITED, England
- 131. BARLEY CHEMISTS HOLDINGS LIMITED, England
- 132. BARRY SHOOTER (ROMFORD) LIMITED, England
- 133. BDI Pharma, Inc. (BDI Pharma, LLC)
- 134. BDI Pharma, LLC
- 135. Beausejour Drugs Limited
- 136. BEAUTY CARE DRUGSTORES LIMITED, England
- 137. Beldere Corporation
- 138. BeneVi Health LLC (Biologics, Inc.)
- 139. BENU Apotheken B.V., Chamber of commerce Amsterdam
- 140. BENU Nederland BV, Kamer van Koophandel Amsterdam
- 141. BERKSHIRE MEDICAL SUPPLIES LIMITED, England
- 142. BETTERLIFEHEALTHCARE LIMITED, England
- 143. BIG PHARMA LIMITED, Scotland
- 144. Biologics, Inc.
- 145. Blackhall Pharmaceutical Distributors Limited
- 146. Blackhawk Development LLC
- 147. Blackstaff Pharmaceuticals Limited, England
- 148. Blomsterdalen Apotek AS
- 149. Blue Medical Supply, Inc. (McKesson Medical-Surgical Inc.)
- 150. Boad Seven, Inc.
- 151. BOFH Holdings Unlimited Company, Ireland
- 152. Bottomline Medical Solutions, LLC (Linear Holdings, LLC)

- 153. Breamor Pharmacy Limited, Ireland
- 154. Brevard Radiation Oncology, LLC
- 155. Brickyard Acquisition Inc. (Biologics, Inc.)
- 156. BRIDPORT MEDICAL CENTRE SERVICES LIMITED, England
- 157. Brocacef Groep N.V., Maarssen
- 158. Brockton Radiation Oncology, LLC
- 159. Brooklyn Radiation Oncology, LLC
- 160. Brukar Enterprises, Inc.
- 161. Bullet Acquisition Corporation
- 162. CAHILL MAY ROBERTS GROUP LIMITED, Dublin
- 163. California Golden State Finance Company
- 164. Camic Pharmacies Limited, Ireland
- 165. Canada Distribution Holdings Limited Partnership
- 166. Canada Retail Holdings Limited Partnership Societe en Commandite Gestion Detail Canada
- 167. Cancer Treatment Associates of Northeast Missouri, Ltd.
- 168. CARONET TRADING LIMITED, England
- 169. Carrollton Radiation Therapy Center, LLC
- 170. Cascade Medical Supply, Inc. (McKesson Medical-Surgical Minnesota Supply Inc.)
- 171. Cavalier Acquisition Company LLC
- 172. CCCN NW Building JV, LLC
- 173. Celesio Business Services Ltd., Ireland
- 174. CENTRALE D`ADMINISTRATION DE BIENS IMMOBILIERS, Bobigny
- 175. CGSF Funding Corporation (CGSF Funding LLC)
- 176. CGSF Funding LLC
- 177. Chem Labs Limited, Dublin
- 178. CHNG Newco LLC
- 179. CHNG NewSub Inc.
- 180. City Properties, S.A.
- 181. Civiche Farmacie Desio S.p.A., Italy
- 182. Claimone, LLC (Linear Holdings, LLC)
- 183. ClaimSecure Inc. (SUCCESSOR)
- 184. CLARK CARE GROUP LIMITED, England
- 185. CLARK MUNRO LIMITED, Scotland
- 186. ClarusONE Sourcing Services LLP
- 187. Clinicians Database, L.L.C.
- 188. CMR Holdings Ltd, Dublin
- 189. Coleham, Dublin
- 190. Colorado Cancer Centers, LLC
- 191. Combined Enterprises Corporation

- 192. COMPANY CHEMISTS ASSOCIATION LIMITED, England
- 193. COMPTOIR MONEGASQUE DE BIOCHIMIE, Monaco
- 194. COMPTOIR PHARMACEUTIQUE MEDITERRANEEN, Monaco
- 195. CONSORZIO SERVIZI SALUTARI S.C.A. R.L., Italy
- 196. CookCo, Inc.
- 197. Cophana SA, Belgium
- 198. Corporation Groupe Pharmessor/Pharmessor Group Corporation (SUCCESSOR 10/01/2017)
- 199. Corporation of America
- 200. CoverMyMeds LLC
- 201. CoverMYMeds Specialty Pharmacy Holdings LLC
- 202. CoverMYMeds Specialty Pharmacy LLC
- 203. CPG Industries, Inc.
- 204. Crocker Plaza Company (Crocker Plaza LLC)
- 205. Crocker Plaza LLC
- 206. CROSS AND HERBERT (DEVON) LIMITED, England
- 207. CROSS AND HERBERT (HOLDINGS) LIMITED, England
- 208. CROSS AND HERBERT LIMITED, England
- 209. Crowley's Blackrock Limited, Dublin
- 210. Cypress Import Brokerage LLC
- 211. Cypress Medical Products LLC
- 212. D & K Healthcare Resources LLC
- 213. D & K Healthcare Resources, Inc. (D & K Healthcare Resources LLC)
- 214. D & K Pharmacy Solutions, Inc.
- 215. D & K Receivables Corporation
- 216. D.F. O'Neill (Chemists) Ltd, Dublin
- 217. Dale Apotek AS
- 218. Danubia-Apotheke Mag. pharm. Barbara Sedelies KG, HG Wien
- 219. Dargle Pharmacies Holdings Limited, Ireland
- 220. DATACARE Datenpflege des Pharmagroßhandels Ges.m.b.H., HG Wien
- 221. DATAPHARM, Paris
- 222. Daytona Beach Radiation Oncology, LLC
- 223. DC Land Company
- 224. DCAZ Land Company
- 225. Delta Clinical Research, LLC
- 226. DEPOTRADE, Bobigny
- 227. Derm Vantage, LLC

- 228. Diana-Apotheke Dr. et Mag. pharm. Michaela Stipsits KG, LG Eisenstadt
- 229. Die Apotheke Ebenfurth, Mag.pharm. Beate Haage-Löwe KG, LG Wiener Neustadt
- 230. Dispensing Solutions Acquisition Corporation (DS Holdings, Inc.)
- 231. Dispensing Solutions, Inc. (Dispensing Solutions, LLC)
- 232. Dispensing Solutions, LLC (DS Holdings, Inc.)
- 233. Ditt Apotek Amfi Os AS
- 234. Ditt Apotek Rodberg AS
- 235. Ditt Apotek Sorumsand AS
- 236. Diversified Healthcare, LLC
- 237. Dix Bulles Pharma, Belgium
- 238. DLI Market Intelligence ApS, Denmark
- 239. DOL Pharmacy Limited, Ireland
- 240. Donnybrook Pharmacy Limited, Ireland
- 241. Downtown Los Angeles Radiation Oncology, LLC
- 242. DS Holdings, Inc. (DS Holdings, LLC)
- 243. DS Holdings, LLC (McKesson Medical-Surgical Top Holdings Inc.)
- 244. DSRX, Inc. (DS Holdings, Inc.)
- 245. Dublin 2016 Acquisition, LLC
- 246. Dublin Holdings Acquisitions, LLC (Vantage Oncology Holdings, LLC)
- 247. Dublin POS I Acquisition Corp. (POS I Corp.)
- 248. East Indy CC, LLC
- 249. ECLIPSE HEALTHCARE LIMITED, England
- 250. Edwards Medical Supply, Inc.
- 251. EM Acquisition Corporation
- 252. Emploi AS
- 253. Engel-Apotheke Mag. pharm. Susanne Zauner KG, LG Wiener Neustadt
- 254. Ephrata Diamond Spring Water Co.
- 255. ESCON (ST NEOTS) LIMITED, England
- 256. Espafarmed S.L., Belgium
- 257. EUROSANTE (Société en liquidation), Luxembourg
- 258. Evesland Limited, Dublin
- 259. EVOLUTION HOMECARE SERVICES LIMITED, England
- 260. EXPERT HEALTH LIMITED, England
- 261. Family Pharmacy @ Las Colinas LLC
- 262. Fana Apotek AS
- 263. FAR.CO.SAN S.p.A., CCIAA di Arezzo
- 264. FARILLON LIMITED, England

12.c

- 265. Farmacia Garbatella I S.r.l., Italy
- 266. Farmacie Comunali di Modena S.p.A., Italy
- 267. Farmacie Comunali di Padova S.p.A., Italy
- 268. Farmacie di Sassuolo S.p.A., Italy
- 269. Farmacie Pratesi Pratofarma S.p.A., CCIAA di Prato
- 270. FARMALVARION S.R.L. SOCIO UNICO, Italy
- 271. FASTPRO International, Inc.
- 272. Federal Medical Supplies, Inc. (McKesson Medical-Surgical Minnesota Supply Inc.)
- 273. Felview Limited, Dublin
- 274. First Aid Service, Inc.
- 275. First Choice Medical Supply Holding, Inc. (First Choice Medical Supply Holding, LLC)
- 276. First Choice Medical Supply Holding, LLC
- 277. First Choice Medical Supply, LLC
- 278. FIRTH & PILLING LIMITED, England
- 279. Flex-Master Technology Holdings, Inc.
- 280. Floriani-Apotheke Mag.pharm. Doris Leykauf KG, LG Graz
- 281. Foremost de Venezuela, S.A. (Forvensa)
- 282. Foremost Homes Hawaii, Ltd.
- 283. Foremost Iran Corporation
- 284. Foremost Shir, Inc.
- 285. Foremost Tehran, Inc.
- 286. FOSTER & PLUMPTON GROUP LIMITED, England
- 287. FOSTER & PLUMPTON LIMITED, England
- 288. Foundation For Opioid Response Efforts
- 289. G J MALEY LIMITED, Isle Of Man
- 290. G K CHEMISTS (GLOS) LIMITED, England
- 291. G K CHEMISTS LIMITED, England
- 292. GEHE Immobilien GmbH & Co. KG, Stuttgart
- 293. GEHE Immobilien Verwaltungs-GmbH, Stuttgart
- 294. GEHE Pharma Handel GmbH, Stuttgart
- 295. General Medical Inc.
- 296. GEORGE STAPLES (STOKE) LIMITED, England
- 297. Gerard Ryan Pharmacy (Clonmel) Limited, Dublin

- 298. GERSTHOFER-APOTHEKE Mag.pharm. Elisabeth Reisegger KG, HG Wien
- 299. Giardina Enterprises, Inc.
- 300. Glendale Radiation Oncology, LLC (Vantage Oncology Treatment Centers, LLC)
- 301. Golden State Company, Ltd.
- 302. Golden State Corporate Services LLC
- 303. Golden State Insurance Company Limited
- 304. Golden State Milk Products Company
- 305. Goodman Manufacturing Company
- 306. Gorrys Pharmacy Limited, Ireland
- 307. Goviltown Limited, Westmeath
- 308. GPL 2007 LIMITED, England
- 309. GRAEME PHARMACY (STIRLING) LIMITED, Scotland
- 310. GREENS PHARMACEUTICAL (HOLDINGS) LIMITED, England
- 311. Greenville Radiation Care, Inc.
- 312. Greystones Pharmacy Limited, Dublin
- 313. GROUPE PHR, France
- Gulf South Medical Supply, Inc. (Gulf South Medical Supply, LLC)
- 315. Gulf South Medical Supply, LLC
- 316. Gwinnett Radiation Oncology, LLC
- 317. H THATCHER LIMITED, England
- 318. Haleston Enterprises Limited, Dublin
- 319. HBO & Company (VI), Inc.
- 320. HBO & Company of Georgia
- 321. HBOC Ventures, Inc.
- 322. HC Beteiligungsgesellschaft mbH, HG Wien
- 323. HDSC Acquisition Corp.
- 324. Health Data Sciences Corporation
- 325. Health Mart Atlas, LLC
- 326. Health Mart Systems, Inc.
- 327. HEALTH NEEDS LIMITED, England
- 328. HEALTHCLASS LIMITED, England
- 329. Heinz Management Co.
- 330. Helmard Holdings Limited, Dublin
- HEP HealthQx Holdings, Inc. (McKesson Technologies Inc.)
- 332. Herba Chemosan Apotheker-AG, HG Wien
- 333. HERBERT FERRYMAN LIMITED, England
- 334. Hercules Parent LLC
- 335. Herz Jesu Apotheke Mag. pharm. Marianne Keller KG, HG Wien

- 336. Herz Jesu Apotheke & Parfümerie Mag. pharm. Ingrid Heller KG, LG Feldkirch
- 337. HF Land Company
- 338. HFN of Northwest Florida, Inc.
- 339. HIGGINS & SON (CHEMISTS) LIMITED, England
- 340. HILL-SMITH (WARRINGTON) LIMITED, England
- 341. HisComp Co., Zee Medical Service Co.
- 342. HMS Acquisition Corp.
- HOLLYFAR Marcas e Comunicação, Unipessoal, Lda., Portugal
- 344. HOLMSCROFT HC LIMITED, Scotland
- 345. HOLON, S.A., Portugal
- 346. Honeybee Bridge LLC
- 347. HTP Inc. (HTP LLC)
- 348. HTP LLC
- 349. Hubertus-Apotheke Mag.pharm. E. Klettenhofer KG, HG Wien
- 350. HUSKY AQUISITION INC.
- 351. Hygeia Bottled Water, Inc.
- 352. HYWEL DAVIES (CAERPHILLY) LIMITED, England
- 353. IHA Corp.
- 354. Imagine Health, Inc.
- 355. INDEPENDENT PHARMACY CARE CENTRES (2008) LIMITED, England
- 356. Indian River Radiation Oncology, LLC
- 357. Infolab, LLC
- 358. Innovent Oncology, LLC
- 359. INSPIRON DISTRIBUTION LIMITED, England
- 360. Integrated Cancer Care, LLC
- 361. Integrated Pathology Services
- 362. IntelliClaim, Inc.
- 363. Inten GmbH, Stuttgart
- 364. Intercal, Inc.
- 365. International Dairy Engineering Co. of Asia, Inc.
- 366. InterQual Inc.
- 367. intraFUSION GP, LLC
- 368. Intrafusion Holding Corp.
- 369. intraFUSION Purchasing Network, LLC
- 370. intraFUSION Research Network, LLC
- 371. Inviva, McKesson Pharma Care Network Corporation / La Corporation Inviva, Reseau de soins pharmacologiques McKesson (SUCCESSOR)
- 372. Iowa Pharmaceutical Services, LLC
- 373. IPCC LIMITED, England
- 374. IPD Holdings, Inc.

- 375. J S DENT LIMITED, England
- 376. Bradbury (Surgical) Limited, Northern Ireland
- 377. J.G. Crowley Pharmacy Limited, Dublin
- 378. JACS, Inc.
- 379. Jaron, Inc.
- 380. Jeffersonville Radiation Technology, LLC
- 381. Jessheim Apotek AS
- 382. Jewett Drug Co.
- 383. Jewett Drug LLC
- Johannes Apotheke Mag. pharm. Deutsch KG, LG Graz
- 385. JOHN BELL & CROYDEN LIMITED, England
- 386. JOHN HAMILTON (PHARMACEUTICALS) LIMITED, Scotland
- 387. Jupiter Acquisition Ltd.
- 388. Kairnbury, Dublin
- 389. Kathleen Properties Subdivision Association, Inc.
- 390. Keling Limited
- 391. Keltman Pharmaceuticals, Inc. (Linear Holdings, LLC)
- 392. Kemofarmacija, veletrgovina za oskrbo zdravstva, d.d., Ljubljana
- 393. Keystone/Ozone Pure Water Company
- 394. Kilshallow Limited, Dublin
- 395. KINGSWOOD CHEMISTS LIMITED, England
- 396. KINGSWOOD GK LIMITED, England
- 397. Kitco, Inc.
- 398. Knowledgeable Healthcare Solutions, Inc.
- 399. Kreuz-Apotheke KG, HG Wien
- 400. KWS & P, Inc
- 401. KWS & P/SFA, Inc.
- 402. KYLE & CARRICK HOLDINGS LIMITED, Scotland
- 403. Laboratoria Flandria NV, Belgium
- 404. Laboratory Supply Company
- 405. Labsco Holdings, Inc. (McKesson Medical-Surgical Inc.)
- 406. Leesburg Radiation Oncology, LLC
- 407. LEVELCROWN LIMITED, England
- 408. Liberty Real Estate NJ LLC
- 409. Lind-Apotheke Mag. pharm. Alexander Telesko KG, LG Klagenfurt
- 410. Linear Holdings, Inc. (McKesson Medical-Surgical Top Holdings Inc.)
- 411. Linear Holdings, LLC (Linear Holdings, Inc.)

- 412. Linear Medical Solutions, LLC
- 413. LINFORD PHARMACIES LIMITED, England
- 414. LISEAPOTEKENE AS
- 415. Lissone Farmacie S.p.A., CCIAA di Monza e Brianza
- 416. LIVINGSTON HEALTH CENTRE (P.D) CO. LIMITED, Scotland
- 417. LKW, Inc.
- 418. LLOYDS CHEMISTS LIMITED, England
- 419. LLOYDS CHEMISTS RETAIL (NORTHERN) LIMITED, England
- 420. LLOYDS CHEMISTS RETAIL LIMITED, England
- 421. LLOYDS GROUP PROPERTIES LIMITED, England
- 422. Lloyds Pharmacy Clinical Homecare Limited, England
- 423. LLOYDS PHARMACY LIMITED, England
- 424. LLOYDS PROPERTIES LIMITED, England
- 425. LLOYDS Property Management Company Belgium S.A., Belgium
- 426. LLOYDS RETAIL CHEMISTS LIMITED, England
- 427. Lloyds Retail S.r.l., Socio Unico, Italy
- 428. LLOYDSFARMACIA ROMA 4 S.R.L., Italy
- 429. Lloydspharma Group S.A., Belgium
- 430. Lloydspharma S.A., Belgium
- 431. Lloydspharmacy Ireland Limited, Dublin
- 432. Lory Apotheke Mag. pharm. Karin Eichinger KG, HG Wien
- 433. LP Clinical Homecare Group Limited, England
- 434. LPL ONE LIMITED, England
- 435. M H GILL LIMITED, England
- 436. M PAYNE & CO LIMITED, England
- 437. Macfor International Finance Company
- 438. MACON Acquisition Corp.
- 439. Macro Helix LLC
- 440. Madison Acquisition Inc.
- 441. Marathon Acquisition Subsidiary, Inc.
- 442. Mariahilf-Apotheke Mag. pharm. Christoph Rücklinger KG, LG St. Pölten443. Mariahilf-Apotheke Mag. pharm. Helga
- Mann KG, Landesgericht Graz
- 444. Marien-Apotheke Mag. pharm. Thomas Job KG, LG Eisenstadt

- 445. Marien-Apotheke, Mag.pharm. Eva Grabner KG, Landesgericht Korneuburg
- 446. Maryland First Aid Co., Inc.
- 447. MASTA Limited, England
- 448. Masters Drug Company, Inc.
- 449. MATIS Immobilien OHG, Stuttgart
- 450. Maurice F. Dougan Limited, Dublin
- 451. May Roberts Ltd, Dublin
- 452. MCK Acquisition Corp.
- 453. McK International Financial Holdings (Barbados) SRL
- 454. McKesson (Cayman Islands) Inc.
- 455. McKesson (Shanghai) Trading Company Limited
- 456. McKesson + Strategic Solutions ULC / Solutions Strategiques McKesson + ULC
- 457. McKesson Automation Systems Inc.
- 458. McKesson Belgium Holdings SPRL, Belgium
- 459. McKesson Canada Corporation/La Corporation McKesson Canada (SUCCESSOR)
- 460. McKesson Canada Finance IA ULC
- 461. McKesson Canada Finance IB ULC
- 462. McKesson Capital Funding Corp.
- 463. McKesson Capital Funding Corporation
- 464. McKesson Capital LLC
- 465. McKesson Central Fill LLC (McKesson Distribution Holdings LLC)
- 466. McKesson Contract Research Organization LLC
- 467. McKesson Cork Business Solutions Unlimited Company
- 468. McKesson Corporate Properties, Inc.
- 469. McKesson Corporation
- 470. McKesson Development Corp.
- 471. McKesson Distribution Holdings LLC
- 472. McKesson Drug Company LLC
- 473. McKesson Europe AG
- 474. McKesson Europe Holdings GmbH & Co. KGaA
- 475. McKesson Europe Holdings Verwaltungs GmbH
- 476. McKesson Financial Holdings II Unlimited Company
- 477. McKesson Financial Holdings Unlimited Company
- 478. McKesson Financing Trust III
- 479. McKesson Financing Trust IV
- 480. McKesson Foundation Inc.

- 481. McKESSON FRANCE HOLDINGS, Bobigny
- 482. McKesson France Retail, Bobigny B
- 483. McKesson Funding Company of Canada
- 484. McKesson Global Procurement & Sourcing Limited
- 485. McKesson Global Sourcing Limited
- 486. McKesson Global Sourcing Limited [Irish Branch]
- 487. McKesson Health Solutions Holdings LLC
- 488. McKesson Health Solutions LLC
- 489. McKesson Health Solutions Puerto Rico Inc.
- 490. McKesson Health Solutions Texas Inc.
- 491. McKesson High Volume Solutions Inc.
- 492. McKesson Information Solutions Finance S.a.r.l.
- 493. McKesson Information Solutions Holdings II S.a.r.l.
- 494. McKesson Information Solutions Holdings III S.a.r.l.
- 495. McKesson Information Solutions Holdings IV S.a.r.l.
- 496. McKesson Information Solutions Holdings V S.a.r.l.
- 497. McKesson Information Solutions III LLC
- 498. McKesson Information Solutions Inc. (McKesson Information Solutions LLC)
- 499. McKesson Information Solutions IV LLC
- 500. McKesson Information Solutions LLC
- 501. McKesson Information Solutions Topholdings S.a.r.l.
- 502. McKesson Information Solutions UK Limited
- 503. McKesson International Bermuda IP2A Limited
- 504. McKesson International Bermuda IP2B Unlimited
- 505. McKesson International Bermuda IP3A Limited
- 506. McKesson International Bermuda IP3B Unlimited (McKesson International Bermuda IP3A Limited)
- 507. McKesson International Bermuda IP4A Limited
- 508. McKesson International Bermuda IP4B Unlimited (McKesson International Bermuda IP4A Limited)
- 509. McKesson International Bermuda IP5A Limited

- 510. McKesson International Bermuda IP5B Unlimited (McKesson International Bermuda IP5A Limited)
- 511. McKesson International Bermuda Opco1A Limited
- 512. McKesson International Bermuda Opco1B Unlimited (McKesson International Bermuda Opco1A Limited)
- 513. McKesson International Bermuda Opco3A Limited
- 514. McKesson International Bermuda Opco3B Unlimited (McKesson International Bermuda Opco3A Limited)
- 515. McKesson International Bermuda Opco4A Limited
- 516. McKesson International Bermuda Opco4B Unlimited
- 517. McKesson International Finance III Limited (McKesson US Finance Corporation)
- 518. McKesson International Finance S.a.r.l.
- 519. McKesson International Holdings III S.a.r.l.
- 520. McKesson International Holdings IV S.a.r.l.
- 521. McKesson International Holdings S.a.r.l.
- 522. McKesson International Holdings Unlimited Company
- 523. McKesson International Holdings VI S.a.r.l.
- 524. McKesson International Holdings VII S.a.r.l.
- 525. McKesson International Investment Corp.
- 526. McKesson International Ireland I Limited
- 527. McKesson International LLC
- 528. McKesson International Malaysia Sdn Bhd
- 529. McKesson International S.a.r.l.
- 530. McKesson International Topholdings S.a.r.l.
- 531. McKesson Ireland Limited
- 532. McKesson Logistics Solutions
- 533. McKesson Medical Imaging Company Ltd. (predecessor)
- 534. McKesson Medical-Surgical FDT Inc.
- 535. McKesson Medical-Surgical Government Solutions LLC
- 536. McKesson Medical-Surgical Holdings Inc.
- 537. McKesson Medical-Surgical Inc.
- 538. McKesson Medical-Surgical Iowa Inc.

- 539. McKesson Medical-Surgical Iowa Supply Inc.
- 540. McKesson Medical-Surgical Maine Inc.
- 541. McKesson Medical-Surgical Manufacturing Inc.
- 542. McKesson Medical-Surgical MediMart Inc.
- 543. McKesson Medical-Surgical MediNet Inc.
- 544. McKesson Medical-Surgical Minnesota Inc. (McKesson Medical-Surgical Holdings Inc.)
- 545. McKesson Medical-Surgical Minnesota Supply Inc.
- 546. McKesson Medical-Surgical Supply Chain Services LLC
- 547. McKesson Medical-Surgical Top Holdings Inc.
- 548. McKesson Medication Management Holdings Inc.
- 549. McKesson Medication Management Virgin Islands Inc.
- 550. McKesson Norway Holdings AS
- 551. McKesson Pharmacy Optimization LLC
- 552. McKesson Pharmacy Systems Canada ULC
- 553. McKesson Pharmacy Systems LLC
- 554. McKesson Plasma and Biologics LLC
- 555. McKesson Prescription Drug Plan LLC
- 556. McKesson Property Company, Inc.
- 557. McKesson Purchasing Company LLC
- 558. McKesson Services Inc. (McKesson Services LLC)
- 559. McKesson Services LLC
- 560. McKesson Sourcing Services Inc.
- 561. McKesson Specialized Distribution Inc. / McKesson Distribution Specialisee Inc. (Successor)
- 562. McKesson Specialty Arizona Inc.
- 563. McKesson Specialty Care Distribution Corporation (McKesson Specialty Care Distribution LLC)
- 564. McKesson Specialty Care Distribution JV LLC
- 565. McKesson Specialty Care Distribution LLC
- 566. McKesson Specialty Corporation
- 567. McKesson Specialty Distribution LLC
- 568. McKesson Specialty Health Innovative Practice Services, LLC
- 569. McKesson Specialty Health Management Services LLC

- 570. McKesson Specialty Health Pharmaceutical & Biotech Solutions, LLC
- 571. McKesson Specialty Health Pharmaceutical & Biotech Solutions, LP (McKesson Specialty Health Pharmaceutical & Biotech Solutions, LLC)
- 572. McKesson Specialty Health Technology Products LLC
- 573. McKesson Specialty Pharmacy, LP (RxC Acquisition Company)
- 574. McKesson Specialty Prescription Services (Atlantic) Corporation/Corporation McKesson Services de Prescription Spécialisée (Atlantique)
- 575. McKesson Specialty Prescription Services (B.C.) Corporation
- 576. McKesson Specialty Prescription Services Corporation
- 577. McKesson SPS (Manitoba) Corporation
- 578. McKesson Strategic Services Limited
- 579. McKesson Technologies Inc.
- 580. McKesson Trading Company
- 581. McKesson Transportation Systems, Inc.
- 582. McKesson UK Finance I Limited
- 583. McKesson UK Finance II Limited
- 584. McKesson UK Finance V Limited
- 585. McKesson UK Holdings Limited
- 586. McKesson US Finance Corporation
- 587. McKesson US Holdings GP
- 588. McKesson Ventures LLC
- 589. McKesson Ventures Unlimited Company
- 590. McQueary Bros. Drug Company
- 591. McQueary Bros. Drug Company, LLC
- 592. McSweeney Dispensers 10 Limited, Ireland
- 593. McSweeney Dispensers 23 Limited, Ireland
- 594. MDD pharma N.V., Belgium
- 595. MED3000 Health Solutions Southeast
- 596. MED3000 RPG
- 597. Medaid Supply, Inc.
- 598. Medcon Telemedicine Technology, Inc.
- 599. Median Healthcare Services Unlimited Company, Ireland
- 600. Medical & Vaccine Products, Inc.
- 601. Medical Advisory Services for Travellers Abroad Limited, England
- 602. Medical Specialties Distributors Holdings, Inc. (MSD Parent Corporation)
- 603. Medical Specialties Distributors, LLC

- 604. Medical Specialties Holdings Corp. (Medical Specialties Holdings II Corp.)
- 605. Medical Specialties Holdings II Corp.
- 606. Medicentres Canada Inc. (SUCCESSOR)
- 607. Medicine Shoppe Atlantic Corporation
- 608. Medicine Shoppe Canada Corporation
- 609. Medicine Shoppe Canada Real Estate Corporation
- 610. MEDIMART LIMITED, England
- 611. MediVation, Inc.
- 612. MedVentive Inc.
- 613. MeMed CZ s.r.o., Praha
- 614. Menges Medizintechnik Schweiz AG, Sankt Gallen
- 615. Merlin Subsidiary Inc.
- 616. Merrick Healthcare Limited
- 617. Metabolic Healthcare Holdings Limited, England
- 618. Metabolic Healthcare Limited, England
- 619. Metropolitan Integrated Cancer Center, L.L.C.
- 620. MH/USON Radiation Management Company, LLC
- 621. MHD-USO General, LLC
- 622. MHD-USO Management Company, LP
- 623. MHS Connecticut LLC
- 624. Michigan Pharmaceutical Services, LLC
- 625. Mid-Atlantic Radiation Oncology LLC
- 626. Millennium Merger Corporation
- 627. Mohawk Liqueur Corporation
- 628. Mohren-Apotheke Mag. Christian Müller KG, LG Graz
- 629. Moore Medical LLC (McKesson Medical-Surgical Government Solutions LLC)
- 630. Mosaic Acquisition Corporation
- 631. MOUNT PHARMACY LIMITED, England
- 632. MSA Products LLC
- 633. MSD Acquisition Corp. (Medical Specialties Holdings Corp.)
- 634. MSD Parent Corporation (MSD Acquisition Corp.)
- 635. Multum Information Services, Inc.
- 636. MUNRO PHARMACY LIMITED, Scotland
- 637. MWPC Acquisition Corp.
- 638. MWPC Acquisition Corp. (PA)
- 639. My MHealth Limited, England & Wales
- 640. myhca, inc.
- 641. NARO, LLC
- 642. National Oncology Alliance, Inc.

- 643. Natureline, Dublin
- 644. NDC of Canada, Inc.
- 645. NDCHealth Corporation
- 646. NDCHealth Pharmacy Systems and Services, Inc.
- 647. Nebraska Pharmaceutical Services, LLC
- 648. Negatron, Inc.
- 649. Nensi d.o.o., Ljubljana
- 650. NERO GP, LLC
- 651. New Experimental Therapeutics of San Antonio, LLC
- 652. NEW KIRK PHARMACY LIMITED, Scotland
- 653. New Mexico Pharmaceutical Services, LLC
- 654. NewHealthCo, LLC
- 655. NexCura, LLC (McKesson Specialty Health Technology Products LLC)
- 656. Nibelungen-Apotheke Mag. pharm. Michaela Wachter KG, LG St. Pölten
- 657. Norsk Medisinaldepot AS
- 658. North Carolina Pharmaceutical Services, LLC
- 659. Northeast Pennsylvania Radiation Oncology, LP
- 660. Northern Arizona Oncology Centers, LLC
- 661. Northern Boulevard Radiation Oncology Management, LLC
- 662. Northern San Fernando Valley Radiation Oncology, LLC
- 663. Northstar Healthcare Holdings Limited
- 664. Northstar Healthcare Holdings Unlimited Company
- 665. Northstar Healthcare Limited
- 666. Northstar Healthcare Unlimited Company
- 667. Northstar International Holdings Limited
- 668. Northstar Rx LLC
- 669. Norvern Enterprises, Inc.
- 670. NR Direct, Inc. (McKesson Patient Care Solutions Inc.)
- 671. O`Leary Pharmacy (Lucan) Limited, Dublin
- 672. OCP FORMATION, Bobigny
- 673. OCP PORTUGAL, PRODUTOS FARMACÊUTICOS, S.A., Maia
- 674. OCP REPARTITION, Bobigny B
- 675. OCP, Bobigny
- 676. Oncology Holdings II, Inc.
- 677. Oncology Holdings, Inc.
- 678. Oncology Rehab Partners, LLC

Attachment: Opioid Litigation-Final Distributor Settlement Agreement (Resolution-MOA for Distribution of Opioid Settlement Funds)

- 679. Oncology Therapeutics Network Corporation
- 680. Oncology Today, LP
- 681. OnMark, Inc.
- 682. Optimed Health Limited, England & Wales
- 683. Orca Acquisition Corp.
- 684. Ørebekk Apotek AS
- 685. Oswald-Apotheke Mag. pharm. Ilse Pedevilla KG, LG Feldkirch
- 686. OTN Generics, Inc.
- 687. OTN Participant, Inc.
- 688. Outpatient Infusion Systems, Inc
- 689. Øygarden Apotek AS
- 690. PC Cahill & Company Limited, Dublin
- 691. P.L.C.E., Inc.
- 692. Packet Merger Sub Inc.
- 693. PALEMODA LIMITED, England
- 694. Palm Merger Sub, Inc.
- 695. Panther Acquisition Corporation
- 696. Panther-Apotheke Mag. pharm. Margarete Breyha KG., LG St. Pölten
- 697. Paracelsus-Apotheke Mag. pharm. Dr. Birgit Müller KG, Austria
- 698. Pathology Service Associates, LLC
- 699. Pathway Purchasing Network, LLC
- 700. Patient Account Management Services, Inc.
- 701. PAUL WHEELER LIMITED, England
- 702. PCB SA, Belgium
- 703. PEEL STREET PHARMACY LIMITED, England
- 704. peerVue, Inc. (DE)
- 705. peerVue, Inc. (NH)
- 706. Pemberton Marketing International Limited
- 707. Penn-Chem Corporation
- 708. PERILLA Grundstücks-Verwaltungsgesellschaft mbH & Co. KG, AG München
- 709. Per-Se Transaction Services, Inc.
- 710. PF2 McKesson Technologies Inc.
- 711. PF2 SpinCo Inc.
- 712. Pharma Belgium Belmedis SA, Belgium
- 713. PHARMA PARTNERS, Belgium
- 714. Pharma Services (NI) Limited, Northern Ireland
- 715. Pharmaceutical Distributors Federation Ireland Company Limited By Guarantee
- 716. Pharmaceutical Support Services, Inc.
- 717. Pharmacie Ananga-Talom, Belgium

- 718. Pharmacie de la Bascule, Belgium
- 719. PHARMACTIV DISTRIBUTION, Bobigny B
- 720. Pharmacy O`Riada Holdings Limited, Dublin
- 721. PHARMAGEN LIMITED, England
- 722. PHILIP GOODMAN LIMITED, England
- 723. PHR ANTILLES, FORT DE FRANCE
- 724. PhyServ Solutions, Inc.
- 725. Physician Micro Systems, Inc.
- 726. Physician Oncology Services Management Company, LLC
- 727. Physician Reliance Holdings, LLC
- 728. Physician Reliance Maryland, LP
- 729. Physician Reliance Network, Inc. (Physician Reliance Network, LLC)
- 730. Physician Reliance Network, LLC
- 731. Physician Reliance, L.P.
- 732. Physician Reliance, LLC
- 733. Physician Sales & Service Limited Partnership
- Physician Sales & Service, Inc. (McKesson Medical-Surgical Top Holdings Inc.)
- 735. Pindsle Apotek AS
- 736. PMLX Limited
- 737. POC Management Group, LLC (Dispensing Solutions, Inc.)
- 738. Podiatry Online, Inc.
- 739. Portico Systems of Delaware, Inc.
- 740. POS I Corp. (Dublin 2016 Acquisition, LLC)
- 741. Presbyterian Cancer Center-Dallas, LLC
- 742. Prescribing Support Services Limited, England & Wales
- 743. Prima Brands Limited, Northern Ireland
- 744. PRIMELIGHT LIMITED, England
- 745. Prismedica S.A.S.
- 746. PRN Physician Reliance, LLC
- 747. Pro-AvO GmbH, Deutschland
- 748. Proclaim, Inc. (McKesson Medical-Surgical MediMart Inc.)
- 749. PRODILAB, France
- 750. Providence Radiation Oncology Partners LLC
- 751. PSS China Sourcing Limited
- 752. PSS Global Holdings
- 753. PSS Global Sourcing China Business Trust
- 754. PSS Global Sourcing Hong Kong Limited

- 755. PSS Global Sourcing Limited [Hong Kong]
- 756. PSS HK 1 Limited
- 757. PSS Holding, Inc. (McKesson Medical-Surgical Inc.)
- 758. PSS Service, Inc. (McKesson Medical-Surgical Top Holdings Inc.)
- 759. PSS Southeast Asia Limited
- 760. PSS World Medical, Inc.
- 761. PST Products, LLC
- 762. PST Services, Inc. (PST Products, LLC)
- 763. Purchasing Alliance for Clinical Therapeutics, LLC
- 764. R F FOSKETT & SON LIMITED, England
- 765. R GORDON DRUMMOND LIMITED, England
- 766. R/X Automation Solutions, LLC
- 767. Raabtal-Apotheke Mag.pharm. Karin Drawetz KG, Landesgericht Graz
- 768. Radiation Oncology Services of America, Inc.
- 769. Radiotherapy Clinic Holdings, LLC
- 770. Radiotherapy Clinics of Kentuckiana, LLC
- 771. Radiotherapy Clinics of Kentuckiana-2, LLC
- 772. Radius Data Solutions, LLC
- 773. Radius Reimbursement Services, LLC
- 774. Radunnco, Inc.
- 775. Rancare, Inc.
- 776. Randolph Home Care Inc.
- 777. Randolph Medical Inc.
- 778. RCOG Cancer Centers, LLC
- 779. Rebel Distributors Corp. (McKesson Medical-Surgical Top Holdings Inc.)
- 780. recucare GmbH, Stuttgart
- 781. recusana GmbH, Stuttgart
- 782. Regenbogenapotheke "Am Leberberg" Mag. pharm. Andreas Portisch KG, HG Wien
- 783. RelayHealth Corporation (McKesson Information Solutions LLC)
- 784. Renoir Acquisition Corporation
- 785. Renoir Acquisition Corporation (DE)
- 786. RESEAU SANTE, BREST
- 787. RetraceHealth, Inc.
- 788. Rexall Pharmacy Group Ltd.
- 789. Rexall/Pharma Plus Pharmacies (BC) Ltd.
- 790. Rexall/Pharma Plus Pharmacies (Sask) Ltd.

- 791. Rexall/Pharma Plus Pharmacies Ltd.
- 792. Riel, Inc.
- 793. Riverside Radiation Oncology, LLC (Vantage Oncology Treatment Centers, LLC)
- 794. R-jet, Incorporated
- 795. RMCC Cancer Center, Inc. (RMCC Cancer Center, LLC)
- 796. RMCC Cancer Center, LLC
- 797. ROSA of Eastern Shore, LLC
- 798. ROSA of Georgia, LLC
- 799. ROSA of South Alabama, LLC
- 800. ROSA of Southern New Jersey, LLC
- 801. Roth Medical Services, Inc.
- 802. RPRS, LLC
- 803. RX Information Technology LLC
- 804. RxC Acquisition Company
- 805. RxCrossroads 3PL LLC
- 806. Ryle and De Lacy Pharmacies Limited, Ireland
- 807. S.K.U., Inc.
- 808. Salus-Apotheke Mag. pharm. Simone Gaigg KG, Salzburg
- 809. Salvator Apotheke Mag. pharm. Gertrude Pölzl KG, LG Leoben
- 810. San Bruno Mountain Ltd., A California Limited Partnership
- 811. Sandviken Apotek AS
- 812. Sangers (Northern Ireland) Limited, Northern Ireland
- 813. SANOVA Pharma GesmbH, HG Wien
- 814. SAVORY & MOORE (JERSEY) LIMITED, Jersey
- 815. SAVORY & MOORE LIMITED, Scotland
- 816. SCHOLES (CHEMISTS) LIMITED, England
- 817. Schutzengelapotheke Neufeld Mag. Schweifer KG, LG Eisenstadt
- 818. Scrip Pak, LLC (Linear Holdings, LLC)
- 819. Script2U Holdings LLC
- 820. Script2U LLC
- 821. ScriptHero LLC
- 822. ScriptHero Pharmacy Holdings LLC
- 823. ScriptHero Pharmacy LLC
- 824. Select RX, LLC (Linear Holdings, LLC)
- 825. SelectPlus Oncology, LLC
- 826. Sens Arbeidsinkludering AS
- 827. Sens Eiendom AS
- 828. Sens Gruppen AS
- 829. Sens Utvikling AS

- 830. SERVICE DE LA REPARTITION PHARMACEUTIQUE, Paris
- 831. SF Valley Derm Equipment I, LLC
- 832. Sherman Oaks Radiation Oncology, LLC (Vantage Oncology Treatment Centers, LLC)
- 833. Sherman Oaks Radiation Technology, LLC (Vantage Oncology Treatment Centers, LLC)
- 834. Shoup Properties, Inc.
- 835. SHS V Medtech Investments GmbH & Co. KG
- 836. Simply Medical LLC
- 837. SIVEM Pharmaceuticals ULC/SIVEM Produits Pharmaceutiques ULC
- 838. Six R Investments, Inc.
- 839. SOCIETE COOPERATIVE OUEST PARTAGE, BREST
- 840. SOCIETE D`ETUDES ET DE REALISATIONS INFORMATIQUES, Monaco
- 841. Sofarmex BVBA, Belgium
- 842. Sofiadis SCRL, Belgium
- 843. Soldier Acquisition Corporation
- 844. SOPI The Lough Limited, Ireland
- 845. SOPI Youghal Limited, Ireland
- 846. SourceTenn LLC
- 847. South Alabama Cancer Centers, LLC
- 848. South Bay Radiation Oncology, LLC
- 849. South Pacific Medical Inc.
- 850. Southeast Merger Corp.
- 851. Southeast Texas Cancer Centers, L.P.
- 852. Southern California Radiation Oncology, LLC
- 853. Spider Acquisition Corporation
- 854. Spirit Acquisition Corporation
- 855. Spring Valley Industries, LLC
- 856. St. Louis Pharmaceutical Services, LLC
- 857. St. Lucas-Apotheke Mag.pharm. Ilona Elisabeth Leitner KG, HG Wien
- 858. St. Markus Apotheke Dr. Elke Kramberger-Kaplan KG, LG Linz
- 859. St. Richard Apotheke Mag.pharm. Ursula Kohl KG, Landesgericht Korneuburg
- 860. Stadion-Apotheke Mag. pharm. Ulrike Grosser-Schmidt KG, LG St. Pölten
- 861. Stadt-Apotheke "Zur heiligen Barbara" Mag. pharm. Igor Mauritsch KG, Austria
- 862. Stadtapotheke Fürstenfeld Mag. pharm. Waltraud Maier KG, Landesgericht Graz

- 863. Stat RX USA, LLC (Linear Holdings, LLC)
- 864. STATIM FINANCE LIMITED, England
- 865. STEPHEN SMITH LIMITED, Guernsey
- 866. Sterling Medical Services, LLC (McKesson Patient Care Solutions Inc.)
- 867. STQ LLC
- 868. Strategic Health Alliance II, Inc.
- 869. Strategic Health Alliance Management Corp.
- 870. Strategic Sourcing Services LLC
- 871. Streator Radiation Oncology, LLC
- 872. Stubaital-Apotheke Mag.pharm. Christian Kernstock KG, LG Innsbruck
- 873. Summa Script LLC
- 874. Sund Apotek AS
- 875. SUPERFIELD LIMITED, England
- 876. Supplylogix LLC
- 877. T AND I WHITE LIMITED, England
- 878. T. Sheridan Sales & Marketing, Dublin
- 879. Tabor Apotheke Mag. pharm. Wolfram Schaden KG, LG Steyr
- 880. Targa Parent Holdings, LLC
- 881. TBC Products, Inc.
- 882. Temperature Controlled Pharmaceuticals Limited
- 883. Test Corporation changed 2 GM 3 AG
- 884. Test Entity Corporation
- 885. Test Entity Corporation (Glenette)
- 886. Test Entity LLC (Anne)
- 887. Test Entity LLC (Glenette)
- 888. Test Entity LLC (Karen)
- 889. Test Entity LLC (Melissa)
- 890. Test Entity LP
- 891. Test Entity Manager LLC
- 892. Test Entity Member LLC
- 893. Test Entity Parent Corporation
- 894. Texas Pharmaceutical Services, LLC
- 895. Texas Proton Therapy Center, LLC
- 896. The Oregon Cancer Centers, Ltd.
- 897. Theratech, Inc. (McKesson Medical-Surgical Top Holdings Inc.)
- 898. Thriftymed, Inc. (McKesson Medical-Surgical Top Holdings Inc.)
- 899. THURNBY ROSE LIMITED, England
- 900. Titus Home Health Care LLC
- 901. Tjellesen Max Jenne A/S, Rodovre
- 902. Todin A/S, Denmark
- 903. TOPS Pharmacy Services, Inc.
- 904. Tower Radiation Technology, LLC
- 905. Tracer Enterprises LLC

- 906. Tri-State Radiation Oncology Centers, LLC
- 907. Tuna Acquisition Corp.
- 908. Tyler Radiation Equipment Leasing, LLC
- 909. Unicare Dispensers 16 Limited, Ireland
- 910. Unicare Dispensers 27 Limited, Ireland
- 911. Unicare Dispensers 5 Limited, Ireland
- 912. Unicare Pharmacy Group Limited, Dublin
- 913. United Drug (Wholesale) Limited
- 914. United Drug Distributors Ireland Limited
- 915. Unity Oncology, LLC
- 916. Urbani-Apotheke Mag. pharm. Bernhard Prattes KG, LG Graz
- 917. US Oncology Corporate, Inc.
- 918. US Oncology Holdings, Inc.
- 919. US Oncology Lab Services, LLC
- 920. US Oncology Pharmaceutical Services, LLC
- 921. US Oncology Pharmacy GPO, L.P.
- 922. US Oncology Reimbursement Solutions, LLC
- 923. US Oncology Research, Inc. (US Oncology Research, LLC)
- 924. US Oncology Research, LLC
- 925. US Oncology Specialty, LP
- 926. US Oncology, Inc.
- 927. USCITA LIMITED, England
- 928. USON Insurance Company
- 929. USON Risk Retention Group, Inc.
- 930. Utah Acquisition Corporation
- 931. Valley Equipment Company
- 932. Vantage Acquisition Company, LLC (Vantage Oncology, LLC)
- 933. Vantage Acquisition Finance, LLC (Vantage Oncology, LLC)
- 934. Vantage Cancer Care Alabama, LLC (Vantage Cancer Care Networks, LLC)
- 935. Vantage Cancer Care Indiana, LLC (Vantage Cancer Care Networks, LLC)
- 936. Vantage Cancer Care New Mexico, LLC (Vantage Cancer Care Networks, LLC)
- 937. Vantage Cancer Care Network of Alabama, LLC (Vantage Cancer Care Networks, LLC)
- 938. Vantage Cancer Care Network of Indiana, LLC (Vantage Cancer Care Networks, LLC)
- 939. Vantage Cancer Care Network of New Mexico, LLC (Vantage Cancer Care Networks, LLC)
- 940. Vantage Cancer Care Networks, LLC

- 941. Vantage Cancer Centers of Georgia, LLC
- 942. Vantage Central Ohio Radiation Therapy, LLC
- 943. Vantage Equipment Acquisition, LLC
- 944. Vantage Exton Radiation Oncology, LLC
- 945. Vantage Medical Management Services, LLC
- 946. Vantage Mokena Radiation Oncology, LLC
- 947. Vantage Oncology Brooklyn, LLC
- 948. Vantage Oncology Centers Beverly Hills, LLC
- 949. Vantage Oncology Finance Co. (Vantage Oncology, LLC)
- 950. Vantage Oncology Holdings, LLC
- 951. Vantage Oncology LLC PAC Corporation
- 952. Vantage Oncology Physics, LLC
- 953. Vantage Oncology Treatment Centers -Brevard, LLC
- 954. Vantage Oncology Treatment Centers -Brockton, LLC
- 955. Vantage Oncology Treatment Centers -Central Florida, LLC (Vantage Oncology Treatment Centers, LLC)
- 956. Vantage Oncology Treatment Centers -Northern Arizona, LLC
- 957. Vantage Oncology Treatment Centers -Ohio, LLC (Vantage Oncology Treatment Centers, LLC)
- 958. Vantage Oncology Treatment Centers -San Antonio, LLC (Vantage Oncology Treatment Centers, LLC)
- 959. Vantage Oncology Treatment Centers -Tri-State, LLC
- 960. Vantage Oncology Treatment Centers, LLC
- 961. Vantage Oncology, LLC
- 962. Vantage Operational Support Services, LLC
- 963. Vantage Radiation Oncology Associates, LLC
- 964. Vantage San Antonio Radiation Oncology, LLC (Vantage Oncology Treatment Centers - San Antonio, LLC)
- 965. Vantage South Suburban Radiation Oncology, LLC
- 966. VC Services, Inc.
- 967. VEC GP, LLC
- 968. VerbalCare, LLC
- 969. Verdal Apotek AS
- 970. Very Important Products, Inc.

Attachment: Opioid Litigation-Final Distributor Settlement Agreement (Resolution-MOA for Distribution of Opioid Settlement Funds)

- 971. Visitacion Associates
- 972. Vitapharm, proizvodnja in trgovina farmacevtskih izdelkov d.o.o., Murska Sobota
- 973. Vitusapotek Jessheim Storsenter AS
- 974. Vitus-Apoteket Torvbyen Fredrikstad AS
- 975. VOTC-Queens, LLC
- 976. Vulcan Acquisition Subsidiary, Inc.
- 977. W H CHANTER LIMITED, England
- 978. W H GREEN (CHEMISTS) LIMITED, England
- 979. W JAMIESON (CHEMISTS) LIMITED, England
- 980. W.H.C.P. (DUNDEE) LIMITED, Scotland
- 981. Walsh Distribution, L.L.C.
- 982. Walsh Healthcare Solutions LLC
- 983. Walsh Healthcare Solutions, Inc.
- 984. Walsh Heartland, L.L.C.
- 985. Walsh Southwest L.L.C.
- 986. Well.ca ULC
- 987. West Florida Radiation Therapy, LLC
- 988. West Wholesale Drug Co.
- 989. WESTCLOSE LIMITED, England
- 990. Western Tumor Radiation Oncology, LLC (Vantage Oncology Treatment Centers, LLC)
- 991. Westside LA Derm Equipment I, LLC
- 992. WFCC Radiation Management Company, LLC
- 993. Wickham Radiation Oncology, LLC (Vantage Oncology Treatment Centers, LLC)
- 994. Wiley Industries, LLC
- 995. Wilkes Barre Radiation Technology, LLC (Vantage Oncology Treatment Centers, LLC)
- 996. Wilkes-Barre Radiation Oncology, LLC
- 997. Windmill Realty, LLC
- 998. WOODSIDE PHARMACY (GLASGOW) LIMITED, Scotland
- 999. World Medical Government Solutions, LLC
- 1000. WorldMed Shared Services, Inc.
- 1001. WZ-WundZentren GmbH, AG Düsseldorf
- 1002. Ybbstal-Apotheke Mag.pharm. Adelheid Tazreiter KG, LG St. Pölten
- 1003. Zeepro, Inc.

EXHIBIT K

Subdivision Settlement 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 pursuant to the Settlement Agreement dated July 21, 2021 ("Distributor Settlement"), and acting through the undersigned authorized official, hereby elects to participate in the 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 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 in the Distributor Settlement and become a Participating Subdivision as provided therein.
- 2. The Governmental Entity shall, within 14 days of the Reference Date and prior to the filing of the Consent Judgment, secure the dismissal with prejudice of any Released Claims that it has filed.
- 3. The Governmental Entity agrees to the terms of the Distributor Settlement pertaining to Subdivisions as defined therein.
- 4. By agreeing to the terms of the 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.
- 5. The Governmental Entity agrees to use any monies it receives through the Distributor 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 Distributor 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 Distributor Settlement.

- 7. The Governmental Entity has the right to enforce the Distributor Settlement as provided therein.
- 8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the 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 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 Distributor 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 Distributor Settlement.
- 10. In connection with the releases provided for in the 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 Distributor Settlement.

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

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

Signature:	
Name:	
Title:	
Date:	

EXHIBIT L

Settlement Fund Administrator

This Exhibit L will be appended to the Agreement prior to the Initial Participation Date pursuant to <u>Section I.MMM</u>.

EXHIBIT M

Settlement Payment Schedule

The below reflects the maximum payment if all States become Settling States and no offsets or reductions pursuant to this Agreement apply.

The text of this Agreement explains the terms, conditions, and underlying calculations for each of these Payments.

	Payment 1	Payment 2	Payment 3	Payment 4	Payment 5	Payment 6	Payment 7	Payment 8	Payment 9	Payment 10	Payment 11	Payment 12	Payment 13	Payment 14	Payment 15	Payment 16	Payment 17	Payment 18	Total
Resitution/Abatement	\$792,612,857.89	\$832,997,473.28	\$832,997,473.28	\$1,042,614,337.16	\$1,042,614,337.15	\$1,042,614,337.15	\$1,042,614,337.15	\$1,226,240,076.84	\$1,226,240,076.84	\$1,226,240,076.84	\$1,030,778,538.44	\$1,030,778,538.44	\$1,030,778,538.44	\$1,030,778,538.44	\$1,030,778,538.44	\$1,030,778,538.44	\$1,030,778,538.44	\$1,030,778,538.44	\$18,554,013,691.11
Base	\$458,881,128.25	\$482,261,695.06	\$482,261,695.06	\$603,618,826.78	\$603,618,826.77	\$562,304,221.38	\$562,304,221.38	\$668,613,860.15	\$668,613,860.15	\$668,613,860.15	\$555,451,916.87	\$555,451,916.87	\$555,451,916.87	\$555,451,916.87	\$555,451,916.87	\$555,451,916.87	\$555,451,916.87	\$555,451,916.87	\$10,204,707,530.09
Bonus A	\$333,731,729.64	\$350,735,778.22	\$350,735,778.22	\$438,995,510.38	\$438,995,510.38	\$408,948,524.64	\$408,948,524.64	\$486,264,625.57	\$486,264,625.57	\$486,264,625.57	\$403,965,030.45	\$403,965,030.45	\$403,965,030.45	\$403,965,030.45	\$403,965,030.45	\$403,965,030.45	\$403,965,030.45	\$403,965,030.45	\$7,421,605,476.43
Bonus B	\$208,582,331.02	\$219,209,861.39	\$219,209,861.39	\$274,372,193.99	\$274,372,193.99	\$255,592,827.90	\$255,592,827.90	\$303,915,390.98	\$303,915,390.98	\$303,915,390.98	\$252,478,144.03	\$252,478,144.03	\$252,478,144.03	\$252,478,144.03	\$252,478,144.03	\$252,478,144.03	\$252,478,144.03	\$252,478,144.03	\$4,638,503,422.77
Bonus C	\$125,149,398.61	\$131,525,916.83	\$131,525,916.83	\$164,623,316.39	\$164,623,316.39	\$153,355,696.74	\$153,355,696.74	\$182,349,234.59	\$182,349,234.59	\$182,349,234.59	\$151,486,886.42	\$151,486,886.42	\$151,486,886.42	\$151,486,886.42	\$151,486,886.42	\$151,486,886.42	\$151,486,886.42	\$151,486,886.42	\$2,783,102,053.66
Bonus D						\$71,361,591.12	\$71,361,591.12	\$71,361,591.12	\$71,361,591.12	\$71,361,591.12	\$71,361,591.12	\$71,361,591.12	\$71,361,591.12	\$71,361,591.12	\$71,361,591.12	\$71,361,591.12	\$71,361,591.12	\$71,361,591.12	\$927,700,684.60
Additional Restitution Amount	\$64,615,384.62	. , ,	\$105,000,000.00	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00		\$282,692,307.70
State Cost Fund	\$56,538,461.54	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$56,538,461.54
State Outside Counsel Fee Fund	\$136,044,378.70	\$129,230,769.23	\$17,417,159.76	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$282,692,307.70
Attorney Fee Fund	\$136,044,378.70	\$150,934,911.25	\$270,825,443.80	\$183,625,739.68	\$183,625,739.69	\$183,625,739.69	\$183,625,739.69	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,292,307,692.51
MDL Expense Fund	\$40,384,615.39	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$40,384,615.39
Litigating Subdivision Cost Fund	\$40,000,000.00	\$40,000,000.00	\$40,000,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$120,000,000.00
Total Payment	\$1,266,240,076.84	\$1,266,240,076.84	\$1,266,240,076.84	\$1,226,240,076.84	\$1,226,240,076.84	\$1,226,240,076.84	\$1,226,240,076.84	\$1,226,240,076.84	\$1,226,240,076.84	\$1,226,240,076.84	\$1,030,778,538.44	\$1,030,778,538.44	\$1,030,778,538.44	\$1,030,778,538.44	\$1,030,778,538.44	\$1,030,778,538.44	\$1,030,778,538.44	\$1,030,778,538.44	\$20,628,629,075.93 Max
·																			\$491,370,923.07 Trib
																			\$21,119,999,999.00 Glob

EXHIBIT N

Additional Restitution Amount Allocation

American Samoa	0.0269444247%
Arizona	3.6430210329%
California	16.2669545320%
Colorado	2.7085512198%
Connecticut	2.1096636070%
District of Columbia	0.3322525916%
Guam	0.0804074609%
Illinois	5.4255643065%
Iowa	1.2999070108%
Kansas	1.3410510698%
Louisiana	2.3525361878%
Maine	0.9038789471%
Maryland	3.2974316916%
Massachusetts	3.6093694218%
Minnesota	2.1790874099%
Missouri	3.1849331362%
N. Mariana Islands	0.0285222675%
Nebraska	0.7246475605%
New Jersey	4.3741379541%
New York	9.7303039729%
North Carolina	5.1803544928%
North Dakota	0.3171626484%
Oregon	2.2051475878%
Pennsylvania	7.0279415168%
Tennessee	4.2216179010%
Texas	10.4894528864%
Virgin Islands	0.0544915651%
Virginia	3.7333854452%
Wisconsin	2.8360231633%
Wyoming	0.3152569876%

EXHIBIT O

Adoption of a State-Subdivision Agreement

A State-Subdivision Agreement shall be applied if it meets the requirements of <u>Section V</u> and is approved by the State and by the State's Subdivisions as follows:

1. *Requirements for Approval*. A State-Subdivision Agreement shall be agreed when it has been approved by the State and either (a) Subdivisions whose aggregate "*Population Percentages*," determined as set forth below, total more than sixty percent (60%), or (b) Subdivisions whose aggregate Population Percentages total more than fifty percent (50%) provided that these Subdivisions also represent fifteen percent (15%) or more of the State's counties or parishes (or, in the case of Settling States whose counties and parishes that do not function as local governments, fifteen percent (15%) of or more of the Settling State's General Purpose Governments that qualify as Subdivisions), by number.

2. *Approval Authority*. Approval by the State shall be by the Attorney General. Approval by a Subdivision shall be by the appropriate official or legislative body pursuant to the required procedures for that Subdivision to agree to a legally binding settlement.

3. Population Percentage Calculation. For purposes of this Exhibit O only, Population Percentages shall be determined as follows: For States with functional counties or parishes¹⁷, the Population Percentage of each county or parish shall be deemed to be equal to (a) (1) two hundred percent (200%) of the population of such county or parish, minus (2) the aggregate population of all Primary Incorporated Municipalities located in such county or parish, divided by (b) two hundred percent (200%) of the State's population. A "Primary Incorporated Municipality" means a city, town, village or other municipality incorporated under applicable state law with a population of at least 25,000 that is not located within another incorporated municipality. The Population Percentage of each Primary Incorporated Municipality shall be equal to its population (including the population of any incorporated or unincorporated municipality located therein) divided by two hundred percent (200%) of the State's population; provided that the Population Percentage of a Primary Incorporated Municipality that is not located within a county shall be equal to two hundred percent (200%) of its population (including the population of any incorporated or unincorporated municipality located therein) divided by two hundred percent (200%) of the State's population. For all States that do not have functional counties or parishes, the Population Percentage of each General Purpose Government (including any incorporated or unincorporated municipality located therein), shall be equal to its population divided by the State's population.

4. *Preexisting Agreements and Statutory Provisions*. A State may include with the notice to its Subdivisions an existing agreement, a proposed agreement, or statutory provisions regarding the distribution and use of settlement funds and have the acceptance of such an agreement or statutory provision be part of the requirements to be an Initial Participating Subdivision.

¹⁷ Certain states do not have counties or parishes that have functional governments, including: Alaska, Connecticut, Massachusetts, Rhode Island, and Vermont.

5. *Revised Agreements*. A State-Subdivision Agreement that has been revised, supplemented, or refined shall be applied if it meets the requirements of <u>Section V</u> and is approved by the State and by the State's Subdivisions pursuant to the terms above.

<u>EXHIBIT P</u>

Injunctive Relief

I. <u>INTRODUCTION</u>

- A. Within ninety (90) days of the Effective Date unless otherwise set forth herein, each Injunctive Relief Distributor shall implement the injunctive relief terms set forth in Sections II through XIX (the "*Injunctive Relief Terms*") in its Controlled Substance Monitoring Program ("*CSMP*").
- B. The Effective Date of these Injunctive Relief Terms shall be defined by Section I.P of the Settlement Agreement, dated as of July 21, 2021, which incorporates these Injunctive Relief Terms as <u>Exhibit P</u>.

II. <u>TERM AND SCOPE</u>

- A. The duration of the Injunctive Relief Terms contained in Sections IV through XVI shall be ten (10) years from the Effective Date.
- B. McKesson Corporation, Cardinal Health, Inc., and AmerisourceBergen Corporation are referred to collectively throughout these Injunctive Relief Terms as the "*Injunctive Relief Distributors*" or individually as an "*Injunctive Relief Distributor*." Each Injunctive Relief Distributor is bound by the terms herein.
- C. The requirements contained in Sections VIII through XV shall apply to the distribution of Controlled Substances to Customers by each Injunctive Relief Distributor's Full-Line Wholesale Pharmaceutical Distribution Business, including by any entities acquired by the Injunctive Relief Distributors that are engaged in the Full-Line Wholesale Pharmaceutical Distribution Business. The prior sentence is not limited to activity physically performed at each Injunctive Relief Distributor's distribution centers and includes activity covered by the prior sentence performed by each Injunctive Relief Distributor at any physical location, including at its corporate offices or at the site of a Customer with respect to Sections III through XV.

III. **DEFINITIONS**

- A. "Audit Report." As defined in Section XVIII.H.3.
- B. "*Chain Customers.*" Chain retail pharmacies that have centralized corporate headquarters and have multiple specific retail pharmacy locations from which Controlled Substances are dispensed to individual patients.
- C. "Chief Diversion Control Officer." As defined in Section IV.A.
- D. "Clearinghouse." The system established by Section XVII.

- E. "Clearinghouse Advisory Panel." As defined in Section XVII.B.4.
- F. "Controlled Substances." Those substances designated under schedules II-V pursuant to the federal Controlled Substances Act and the laws and regulations of the Settling States that incorporate federal schedules II-V. For purposes of the requirements of the Injunctive Relief Terms, Gabapentin shall be treated as a Controlled Substance, except for purposes of Section XII for Customers located in States that do not regulate it as a controlled substance or similar designation (e.g., drug of concern).
- G. "Corrective Action Plan." As defined in Section XIX.B.7.b.
- H. "CSMP." As defined in Section I.A.
- I. "CSMP Committee." As defined in Section VI.A.
- J. "*Customers*." Refers collectively to current, or where applicable potential, Chain Customers and Independent Retail Pharmacy Customers. "Customers" do not include long-term care facilities, hospital pharmacies, and pharmacies that serve exclusively inpatient facilities.
- K. *"Data Security Event.*" Refers to any compromise, or threat that gives rise to a reasonable likelihood of compromise, by unauthorized access or inadvertent disclosure impacting the confidentiality, integrity, or availability of Dispensing Data.
- L. "Dispensing Data." Includes, unless altered by the Clearinghouse Advisory Panel:
 (i) unique patient IDs; (ii) patient zip codes; (iii) the dates prescriptions were dispensed; (iv) the NDC numbers of the drugs dispensed; (v) the quantities of drugs dispensed; (vi) the day's supply of the drugs dispensed; (vii) the methods of payment for the drugs dispensed; (viii) the prescribers' names; (ix) the prescribers' NPI or DEA numbers; and (x) the prescribers' zip codes or addresses. The Clearinghouse will be solely responsible for collecting Dispensing Data.
- M. "Draft Report." As defined in Section XVIII.H.1.
- N. "Effective Date." As defined in Section I.B.
- O. *"Full-Line Wholesale Pharmaceutical Distribution Business.*" Activity engaged in by distribution centers with a primary business of supplying a wide range of branded, generic, over-the-counter and specialty pharmaceutical products to Customers.
- P. "Highly Diverted Controlled Substances." Includes: (i) oxycodone; (ii) hydrocodone; (iii) hydromorphone; (iv) tramadol; (v) oxymorphone; (vi) morphine; (vii) methadone; (viii) carisoprodol; (ix) alprazolam; and (x) fentanyl. The Injunctive Relief Distributors shall confer annually and review this list to determine whether changes are appropriate and shall add Controlled Substances to

the list of Highly Diverted Controlled Substances as needed based on information provided by the DEA and/or other sources related to drug diversion trends. The Injunctive Relief Distributors shall notify the State Compliance Review Committee and the Monitor of any additions to the list of Highly Diverted Controlled Substances. Access to Controlled Substances predominately used for Medication-Assisted Treatment shall be considered when making such additions.

- Q. *"Independent Retail Pharmacy Customers."* Retail pharmacy locations that do not have centralized corporate headquarters and dispense Controlled Substances to individual patients.
- R. "Injunctive Relief Distributors." As defined in Section II.B.
- S. "Injunctive Relief Terms." As defined in Section I.A.
- T. *"Monitor.*" As defined in Section XVIII.A.
- U. "*National Arbitration Panel.*" As defined by Section I.GG of the Settlement Agreement, dated as of July 21, 2021, which incorporates these Injunctive Relief Terms as <u>Exhibit P</u>.
- V. "NDC." National Drug Code.
- W. *"non-Controlled Substance."* Prescription medications that are not Controlled Substances.
- X. "Notice of Potential Violation." As defined in Section XIX.B.2.
- Y. "Order." A unique Customer request on a specific date for (i) a certain amount of a specific dosage form or strength of a Controlled Substance or (ii) multiple dosage forms and/or strengths of a Controlled Substance. For the purposes of this definition, each line item on a purchasing document or DEA Form 222 is a separate order, except that a group of line items either in the same drug family or DEA base code (based upon the structure of a Injunctive Relief Distributor's CSMP) may be considered to be a single order.
- Z. *"Pharmacy Customer Data.*" Aggregated and/or non-aggregated data provided by the Customer for a 90-day period.
 - 1. To the extent feasible based on the functionality of a Customer's pharmacy management system, Pharmacy Customer Data shall contain (or, in the case of non-aggregated data, shall be sufficient to determine) the following:
 - a) A list of the total number of prescriptions and dosage units for each NDC for all Controlled Substances and non-Controlled Substances;

- A list of the top five prescribers of each Highly Diverted Controlled Substance by dosage volume and the top ten prescribers of all Highly Diverted Controlled Substances combined by dosage volume. For each prescriber, the data shall include the following information:
 - (1) Number of prescriptions and doses prescribed for each Highly Diverted Controlled Substance NDC;
 - (2) Number of prescriptions for each unique dosage amount (number of pills per prescription) for each Highly Diverted Controlled Substance NDC;
 - (3) Prescriber name, DEA registration number, and address; and
 - (4) Medical practice/specialties, if available;
- c) Information on whether the method of payment was cash for (a) Controlled Substances, and (b) non-Controlled Substances; and
- d) Information on top ten patient residential areas by five-digit ZIP code prefix for filled Highly Diverted Controlled Substances by dosage volume, including number of prescriptions and doses for each Highly Diverted Controlled Substance NDC.
- 2. Injunctive Relief Distributors are not required to obtain Pharmacy Customer Data for all Customers. Pharmacy Customer Data only needs to be obtained under circumstances required by the Injunctive Relief Terms and the applicable CSMP policies and procedures. Each Injunctive Relief Distributor's CSMP policies and procedures shall describe the appropriate circumstances under which and methods to be used to obtain and analyze Pharmacy Customer Data.
- 3. Injunctive Relief Distributors shall only collect, use, disclose or retain Pharmacy Customer Data consistent with applicable federal and state privacy and consumer protections laws. Injunctive Relief Distributors shall not be required to collect, use, disclose or retain any data element that is prohibited by law or any element that would require notice to or consent from the party who is the subject of the data element, including, but not limited to, a third party (such as a prescriber) to permit collection, use, disclosure and/or retention of the data.
- AA. "Potential Violation." As defined in Section XIX.B.1.
- BB. "Reporting Periods." As defined in Section XVIII.C.1.

- CC. *"Settling State."* As defined by Section I.OOO of the Settlement Agreement, dated as of July 21, 2021, which incorporates these Injunctive Relief Terms as <u>Exhibit P</u>.
- DD. "State Compliance Review Committee." The initial State Compliance Review Committee members are representatives from the Attorneys General Offices of Connecticut, Florida, New York, North Carolina, Tennessee, and Texas. The membership of the State Compliance Review Committee may be amended at the discretion of the Settling States.
- EE. "Suspicious Orders." As defined under federal law and regulation and the laws and regulations of the Settling States that incorporate the federal Controlled Substances Act. Suspicious Orders currently include, but are not limited to, orders of unusual size, orders deviating substantially from a normal pattern, and orders of unusual frequency.
- FF. *"Threshold."* The total volume of a particular drug family, DEA base code, or a particular formulation of a Controlled Substance that an Injunctive Relief Distributor shall allow a Customer to purchase in any particular period. This term may be reassessed during Phase 2-B of the Clearinghouse.
- GG. *"Third Party Request."* A request from an entity other than an Injunctive Relief Distributor, a Settling State, or the Monitor pursuant to a subpoena, court order, data practices act, freedom of information act, public information act, public records act, or similar law.
- HH. "Top Prescriber." A prescriber who, for a Customer, is either (i) among the top five (5) prescribers of each Highly Diverted Controlled Substance or (ii) among the top ten (10) prescribers of Highly Diverted Controlled Substances combined, as determined from the most recent Pharmacy Customer Data for that Customer.

IV. <u>CSMP PERSONNEL</u>

- A. Each Injunctive Relief Distributor shall establish or maintain the position of Chief Diversion Control Officer, or other appropriately titled position, to oversee the Injunctive Relief Distributor's CSMP. The Chief Diversion Control Officer shall have appropriate experience regarding compliance with the laws and regulations concerning Controlled Substances, in particular laws and regulations requiring effective controls against the potential diversion of Controlled Substances. The Chief Diversion Control Officer shall report directly to either the senior executive responsible for U.S. pharmaceutical distribution or the most senior legal officer at the Injunctive Relief Distributor.
- B. The Chief Diversion Control Officer shall be responsible for the approval of material revisions to the CSMP.
- C. The Chief Diversion Control Officer shall provide at least quarterly reports to the CSMP Committee regarding the Injunctive Relief Distributor's operation of the

CSMP, including the implementation of any changes to the CSMP required by these Injunctive Relief Terms.

- D. An Injunctive Relief Distributor's CSMP functions, including, but not limited to, the onboarding and approval of new Customers for the sale of Controlled Substances, setting and adjusting Customer Thresholds for Controlled Substances, terminating or suspending Customers, and submitting Suspicious Orders and other reports to Settling States (or the Clearinghouse, when operational), but excluding support necessary to perform these functions, shall be conducted exclusively by the Injunctive Relief Distributor's CSMP personnel or qualified third-party consultants.
- E. Staffing levels of each Injunctive Relief Distributor's CSMP department shall be reviewed periodically, but at least on an annual basis, by the Injunctive Relief Distributor's CSMP Committee. This review shall include consideration of relevant developments in technology, law, and regulations to ensure the necessary resources are in place to carry out the program in an effective manner.
- F. Personnel in an Injunctive Relief Distributor's CSMP department shall not report to individuals in an Injunctive Relief Distributor's sales department, and sales personnel shall not be authorized to make decisions regarding the promotion, compensation, demotion, admonition, discipline, commendation, periodic performance reviews, hiring, or firing of CSMP personnel.
- G. The CSMP policies and procedures shall be published in a form and location readily accessible to all CSMP personnel at each Injunctive Relief Distributor.

V. <u>INDEPENDENCE</u>

- A. For each Injunctive Relief Distributor, sales personnel compensated with commissions shall not be compensated based on revenue or profitability targets or expectations for sales of Controlled Substances. However, each Injunctive Relief Distributor's personnel may, as applicable, be compensated (including incentive compensation) based on formulas that include total sales for all of the Injunctive Relief Distributor's products, including Controlled Substances. The compensation of sales personnel shall not include incentive compensation tied solely to sales of Controlled Substances.
- B. For any Injunctive Relief Distributor personnel who are compensated at least in part based on Customer sales, the Injunctive Relief Distributor shall ensure the compensation of such personnel is not decreased by a CSMP-related suspension or termination of a Customer or as a direct result of the reduction of sales of Controlled Substances to a Customer pursuant to the CSMP.
- C. The Injunctive Relief Distributors' sales personnel shall not be authorized to make decisions regarding the implementation of CSMP policies and procedures, the design of the CSMP, the setting or adjustment of Thresholds, or other actions taken pursuant to the CSMP, except sales personnel must provide information

regarding compliance issues to CSMP personnel promptly. The Injunctive Relief Distributors' sales personnel are prohibited from interfering with, obstructing, or otherwise exerting control over any CSMP department decision-making.

- D. Each Injunctive Relief Distributor shall review its compensation and nonretaliation policies and, if necessary, modify and implement changes to those policies to effectuate the goals of, and incentivize compliance with, the CSMP.
- E. Each Injunctive Relief Distributor shall maintain a telephone, email, and/or webbased "hotline" to permit employees and/or Customers to anonymously report suspected diversion of Controlled Substances or violations of the CSMP, Injunctive Relief Distributor company policy related to the distribution of Controlled Substances, or applicable law. Each Injunctive Relief Distributor shall share the hotline contact information with their employees and Customers. Each Injunctive Relief Distributor shall maintain all complaints made to the hotline, and document the determinations and bases for those determinations made in response to all complaints.

VI. <u>OVERSIGHT</u>

- A. To the extent not already established, each Injunctive Relief Distributor shall establish a committee that includes senior executives with responsibility for legal, compliance, distribution and finance to provide oversight over its CSMP (the "CSMP Committee"). The Chief Diversion Control Officer shall be a member of the CSMP Committee. The CSMP Committee shall not include any employee(s) or person(s) performing any sales functions on behalf of the Injunctive Relief Distributor; provided that service on the CSMP Committee by any senior executives listed in this paragraph whose responsibilities may include, but are not limited to, management of sales functions shall not constitute a breach of the Injunctive Relief Terms.
- B. Each Injunctive Relief Distributor's CSMP Committee shall have regular meetings during which the Chief Diversion Control Officer shall present to the CSMP Committee with respect to, and the CSMP Committee shall evaluate, among other things: (1) any material modifications and potential enhancements to the CSMP including, but not limited to, those relating to Customer due diligence and Suspicious Order monitoring and reporting; (2) any significant new national and regional diversion trends involving Controlled Substances; (3) the Injunctive Relief Distributor's adherence to the CSMP policies and procedures, the Injunctive Relief Terms, and applicable laws and regulations governing the distribution of Controlled Substances; and (4) any technology, staffing, or other resource needs for the CSMP. The CSMP Committee shall have access to all CSMP reports. The CSMP Committee will review and approve the specific metrics used to identify the Red Flags set forth in Section VIII.
- C. On a quarterly basis, each Injunctive Relief Distributor's CSMP Committee shall send a written report to the Injunctive Relief Distributor's Chief Executive, Chief

Financial, and Chief Legal Officer, as well as its Board of Directors, addressing: (1) the Injunctive Relief Distributor's substantial adherence to the CSMP policies and procedures, the Injunctive Relief Terms, and applicable laws and regulations governing the distribution of Controlled Substances; (2) recommendations as appropriate about the allocation of resources to ensure the proper functioning of the Injunctive Relief Distributor's CSMP; and (3) significant revisions to the CSMP. The Board of Directors or a committee thereof at each Injunctive Relief Distributor shall document in its minutes its review of the quarterly CSMP Committee reports.

- D. To the extent not already established, the Board of Directors of each Injunctive Relief Distributor shall establish its own compliance committee (the "*Board Compliance Committee*") to evaluate, at a minimum, and on a quarterly basis: (1) the CSMP Committee's written reports; (2) the Injunctive Relief Distributor's substantial adherence to the CSMP policies and procedures, the Injunctive Relief Terms, and applicable laws and regulations governing the distribution of Controlled Substances; (3) the Injunctive Relief Distributor's code of conduct and any whistleblower reporting policies, including those prescribed by Section V.E; and (4) any significant regulatory and/or government enforcement matters within the review period relating to the distribution of Controlled Substances. An Injunctive Relief Distributor meets this requirement if it established, prior to the Effective Date, multiple committees of its Board of Directors that together have responsibilities outlined in this paragraph.
- E. The Board Compliance Committee shall have the authority to: (1) require management of the Injunctive Relief Distributor to conduct audits on any CSMP or legal and regulatory concern pertaining to Controlled Substances distribution, and to update its full Board of Directors on those audits; (2) to commission studies, reviews, reports, or surveys to evaluate the Injunctive Relief Distributor's CSMP performance; (3) request meetings with the Injunctive Relief Distributor's management and CSMP staff; and (4) review the appointment, compensation, performance, and replacement of the Injunctive Relief Distributor's Chief Diversion Control Officer.

VII. MANDATORY TRAINING

- A. Each Injunctive Relief Distributor shall require all new CSMP personnel to attend trainings on its CSMP, its obligations under the Injunctive Relief Terms, and its duties with respect to maintaining effective controls against potential diversion of Controlled Substances and reporting Suspicious Orders pursuant to state and federal laws and regulations prior to conducting any compliance activities for the Injunctive Relief Distributor without supervision.
- B. Each Injunctive Relief Distributor shall provide annual trainings to CSMP personnel on its CSMP, its obligations under the Injunctive Relief Terms, and its duties to maintain effective controls against potential diversion of Controlled

Substances and report Suspicious Orders pursuant to state and federal laws and regulations.

- C. On an annual basis, each Injunctive Relief Distributor shall test its CSMP personnel on their knowledge regarding its CSMP, its obligations under the Injunctive Relief Terms, and its duties to maintain effective controls against potential diversion of Controlled Substances and to report Suspicious Orders pursuant to state and federal laws and regulations.
- Each Injunctive Relief Distributor shall train all third-party compliance consultants (defined as non-employees who are expected to devote fifty percent (50%) or more of their time to performing work related to the Injunctive Relief Distributor's CSMP, excluding information technology consultants not engaged in substantive functions related to an Injunctive Relief Distributor's CSMP) performing compliance functions for the Injunctive Relief Distributor in the same manner as the Injunctive Relief Distributor's CSMP personnel.
- E. At least every three (3) years in the case of existing employees, and within the first six months of hiring new employees, each Injunctive Relief Distributor shall require operations, sales, and senior executive employees to attend trainings on its CSMP, its obligations under the Injunctive Relief Terms, the hotline established in Section V.E, and its duties to maintain effective controls against potential diversion of Controlled Substances and report Suspicious Orders pursuant to state and federal laws and regulations.

VIII. <u>RED FLAGS</u>

- A. Within one hundred and twenty days (120) of the Effective Date, each Injunctive Relief Distributor shall, at a minimum, apply specific metrics to identify the potential Red Flags described in Section VIII.D with respect to Independent Retail Pharmacy Customers. For Chain Customers, the metrics used to identify the Red Flags described in Section VIII.D may be adjusted based on the specific business model and supplier relationships of the Chain Customer.
- B. Each Injunctive Relief Distributor shall evaluate and, if necessary, enhance or otherwise adjust the specific metrics it uses to identify Red Flags set forth in Section VIII.D.
- C. Each Injunctive Relief Distributor shall provide annually to the Monitor the specific metrics it uses to identify Red Flags as set forth in Section VIII.D. The Monitor shall review the metrics used to identify Red Flags as set forth in Section VIII.D to assess whether the metrics are reasonable. The Monitor may, at its discretion, suggest revisions to the metrics in the annual Audit Report as part of the Red Flags Review set forth in Section XVIII.F.3.f. Each Injunctive Relief Distributor may rely on its specific metrics to comply with the requirements of Section VIII unless and until the Monitor proposes a revised metric in connection with Section XVIII.H.

- D. For purposes of the Injunctive Relief Terms, "*Red Flags*" are defined as follows:
 - 1. Ordering ratio of Highly Diverted Controlled Substances to non-Controlled Substances: Analyze the ratio of the order volume of all Highly Diverted Controlled Substances to the order volume of all non-Controlled Substances to identify Customers with significant rates of ordering Highly Diverted Controlled Substances.
 - 2. Ordering ratio of Highly Diverted Controlled Substance base codes or drug families to non-Controlled Substances: Analyze the ratio of the order volume of each Highly Diverted Controlled Substance base code or drug family to the total order volume of all non-Controlled Substances to identify Customers with significant rates of ordering each Highly Diverted Controlled Substance base code or drug family.
 - 3. **Excessive ordering growth of Controlled Substances:** Analyze significant increases in the ordering volume of Controlled Substances using criteria to identify customers that exhibit percentage growth of Controlled Substances substantially in excess of the percentage growth of non-Controlled Substances.
 - 4. **Unusual formulation ordering:** Analyze ordering of Highly Diverted Controlled Substances to identify customers with significant ordering of high-risk formulations. High-risk formulations include, but are not limited to, 10mg hydrocodone, 8mg hydromorphone, 2mg alprazolam, singleingredient buprenorphine (*i.e.*, buprenorphine without naloxone), and highly-abused formulations of oxycodone. On an annual basis (or as otherwise necessary), high-risk formulations of Highly Diverted Controlled Substances may be added, removed, or revised based on the Injunctive Relief Distributors' assessment and regulatory guidance.
 - 5. **Out-of-area patients:** Analyze Pharmacy Customer Data or Dispensing Data to assess volume of prescriptions for Highly Diverted Controlled Substances for out-of-area patients (based on number of miles traveled between a patient's zip code and the pharmacy location, depending on the geographic area of interest) taking into consideration the percentage of out-of-area patients for non-Controlled Substances.
 - 6. **Cash prescriptions:** Analyze Pharmacy Customer Data or Dispensing Data to assess percentage of cash payments for purchases of Controlled Substances taking into consideration the percentage of cash payments for purchases of non-Controlled Substances.
 - 7. **Prescriber activity of Customers:** Analyze Pharmacy Customer Data or Dispensing Data to identify Customers that are dispensing Highly Diverted Controlled Substance prescriptions for Top Prescribers as follows:

- a) Top Prescribers representing a significant volume of dispensing where the prescriber's practice location is in excess of 50 miles from the pharmacy ("out-of-area"), relative to the percentage of out-of-area prescriptions for non-Controlled Substances.
- b) Top Prescribers representing prescriptions for the same Highly Diverted Controlled Substances in the same quantities and dosage forms indicative of pattern prescribing (e.g., a prescriber providing many patients with the same high-dose, high-quantity supply of 30mg oxycodone HCL prescription without attention to the varying medical needs of the prescriber's patient population).
- c) Top Prescribers where the top five (5) or fewer prescribers represent more than fifty percent (50%) of total prescriptions for Highly Diverted Controlled Substances during a specified period.
- 8. Public regulatory actions against Customers: Review information retrieved from companies that provide licensing and disciplinary history records (e.g., LexisNexis), and/or other public sources, including governmental entities, showing that the Customer, pharmacists working for that Customer, or the Customer's Top Prescribers have been subject, in the last five (5) years, to professional disciplinary sanctions regarding the dispensing or handling of Controlled Substances or law enforcement action related to Controlled Substances diversion. Continued licensing by a relevant state agency may be considered, but shall not be dispositive, in resolving the Red Flag. For Chain Customer locations, representations from each Chain Customer that it reviews its pharmacists' licensing statuses annually and for the regulatory actions described in this paragraph has either (i) taken appropriate employment action, or (ii) disclosed the regulatory action to the Injunctive Relief Distributor, may be considered in resolving the Red Flag.
- 9. **Customer termination data:** Review information from the Injunctive Relief Distributor's due diligence files and, when operable, from the Clearinghouse, subject to Section VIII.F, regarding Customers that have been terminated from ordering Controlled Substances by another distributor due to concerns regarding Controlled Substances.
- E. For any Red Flag evaluation in Section VIII.D that may be performed using Pharmacy Customer Data or Dispensing Data, an Injunctive Relief Distributor will analyze the Red Flag using Pharmacy Customer Data, to the extent feasible based on the functionality of a Customer's pharmacy management system, until Dispensing Data is collected and analyzed by the Clearinghouse as described in Section XVII. Until Dispensing Data is collected and analyzed by the Clearinghouse, an Injunctive Relief Distributor may satisfy the Red Flag evaluations in Sections VIII.D.5 through VIII.D.7 by engaging in considerations of out-of-area patients, cash payments for prescriptions and Top Prescribers

without satisfying the specific requirements of Sections VIII.D.5 through VIII.D.7. In the event that the Clearinghouse is not collecting and analyzing Dispensing Data within two years of the Effective Date, the Injunctive Relief Distributors and the State Compliance Review Committee shall meet and confer to consider alternatives for the performance of the analysis required by Sections VIII.D.5 through VIII.D.7 using Pharmacy Customer Data.

- F. As provided for in Section XVII.C.4, the foregoing Red Flag evaluations may be performed by the Clearinghouse and reported to the relevant Injunctive Relief Distributors.
- G. The Injunctive Relief Distributors and the State Compliance Review Committee shall work in good faith to identify additional potential Red Flags that can be derived from the data analytics to be performed by the Clearinghouse.

IX. ONBOARDING

- A. For each Injunctive Relief Distributor, prior to initiating the sale of Controlled Substances to a potential Customer, a member of the Injunctive Relief Distributor's CSMP department (or a qualified third-party compliance consultant trained on the Injunctive Relief Distributor's CSMP) shall perform the following due diligence:
 - 1. Interview the pharmacist-in-charge, either over the telephone, via videoconference, or in person. The interview shall include questions regarding the manner in which the potential Customer maintains effective controls against the potential diversion of Controlled Substances.
 - 2. Obtain a "Pharmacy Questionnaire" completed by the owner and/or pharmacist-in-charge of the potential Customer. The Pharmacy Questionnaire shall require going-concern potential Customers to list their top ten (10) prescribers for Highly Diverted Controlled Substances combined, along with the prescriber's specialty, unless the Injunctive Relief Distributor is able to obtain this data otherwise. The Pharmacy Questionnaire shall also require disclosure of the identity of all other distributors that serve the potential Customer, and whether the potential Customer has been terminated or suspended from ordering Controlled Substances by another distributor and the reason for any termination or suspension. The Pharmacy Questionnaire shall request information that would allow the Injunctive Relief Distributor to identify Red Flags, including questions regarding the manner in which the potential Customer maintains effective controls against the potential diversion of Controlled Substances. A potential Customer's responses to the Pharmacy Ouestionnaire shall be verified, to the extent applicable and practicable, against external sources (for example, the Clearinghouse, once operational, and Automation of Reports and Consolidated Orders System ("ARCOS") data made available to the Injunctive Relief Distributor by the

DEA). The Pharmacy Questionnaire shall be maintained by the Injunctive Relief Distributor in a database accessible to its CSMP personnel.

- 3. Complete a written onboarding report to be maintained in a database accessible to the Injunctive Relief Distributor's CSMP personnel reflecting the findings of the interview and any site visit, the findings regarding the identification of and, if applicable, conclusion concerning any Red Flag associated with the pharmacy, as well as an analysis of the Pharmacy Questionnaire referenced in the preceding paragraph.
- 4. For going-concern potential Customers, review Pharmacy Customer Data to assist with the identification of any Red Flags.
- 5. Document whether the potential Customer or the pharmacist-in-charge has been subject to any professional disciplinary sanctions or law enforcement activity related to Controlled Substances dispensing, and, if so, the basis for that action. For Chain Customers, this provision shall apply to the potential specific pharmacies in question.
- B. For Chain Customers, each Injunctive Relief Distributor may obtain the information in Section IX.A from a corporate representative of the Chain Customer.
- C. In the event that an Injunctive Relief Distributor identifies one or more unresolved Red Flags or other information indicative of potential diversion of Controlled Substances through the onboarding process or otherwise, the Injunctive Relief Distributor shall refrain from selling Controlled Substances to the potential Customer pending additional due diligence. If following additional due diligence, the Injunctive Relief Distributor is unable to resolve the Red Flags or other information indicative of diversion, the Injunctive Relief Distributor shall not initiate the sale of Controlled Substances to the potential Customer and shall report the potential Customer consistent with Section XIV. If the Injunctive Relief Distributor determines that the potential Customer may be onboarded for the sale of Controlled Substances, the Injunctive Relief Distributor shall document the decision and the bases for its decision. Such a good faith determination, if documented, shall not serve, without more, as the basis of a future claim of noncompliance with the Injunctive Relief Terms. For Chain Customers, these provisions shall apply to the potential specific pharmacies in question.

X. ONGOING DUE DILIGENCE

- A. Each Injunctive Relief Distributor shall periodically review its procedures and systems for detecting patterns or trends in Customer order data or other information used to evaluate whether a Customer is maintaining effective controls against diversion.
- B. Each Injunctive Relief Distributor shall conduct periodic proactive compliance reviews of its Customers' performance in satisfying their corresponding

responsibilities to maintain effective controls against the diversion of Controlled Substances.

- C. Each Injunctive Relief Distributor shall review ARCOS data made available to it by the DEA and, once operational, by the Clearinghouse, to assist with Customer specific due diligence. For Chain Customers, this provision shall apply to the potential specific pharmacies in question.
- D. Each Injunctive Relief Distributor shall conduct due diligence as set forth in its CSMP policies and procedures in response to concerns of potential diversion of Controlled Substances at its Customers. For Chain Customers, these provisions shall apply to the specific pharmacies in question. The due diligence required by an Injunctive Relief Distributor's CSMP policies and procedures may depend on the information or events at issue. The information or events raising concerns of potential diversion of Controlled Substances at a Customer include but are not limited to:
 - 1. The discovery of one or more unresolved Red Flags;
 - 2. The receipt of information directly from law enforcement or regulators concerning potential diversion of Controlled Substances at or by a Customer;
 - 3. The receipt of information concerning the suspension or revocation of pharmacist's DEA registration or state license related to potential diversion of Controlled Substances;
 - 4. The receipt of reliable information through the hotline established in Section V.E concerning suspected diversion of Controlled Substances at the Customer;
 - 5. The receipt of reliable information from another distributor concerning suspected diversion of Controlled Substances at the Customer; or
 - 6. Receipt of other reliable information that the Customer is engaged in conduct indicative of diversion or is failing to adhere to its corresponding responsibility to prevent the diversion of Highly Diverted Controlled Substances.
- E. On an annual basis, each Injunctive Relief Distributor shall obtain updated pharmacy questionnaires from five hundred (500) Customers to include the following:
 - 1. The top 250 Customers by combined volume of Highly Diverted Controlled Substances purchased from the Injunctive Relief Distributor measured as of the end of the relevant calendar year; and

- 2. Additional Customers selected as a representative sample of various geographic regions, customer types (Independent Retail Pharmacy Customers and Chain Customers), and distribution centers. Each Injunctive Relief Distributor's Chief Diversion Control Officer shall develop risk-based criteria for the sample selection.
- F. Scope of Review
 - 1. For reviews triggered by Section X.D, an Injunctive Relief Distributor shall conduct due diligence and obtain updated Pharmacy Customer Data or equivalent, or more comprehensive data from the Clearinghouse if needed, as set forth in its CSMP policies and procedures.
 - 2. For questionnaires collected pursuant to Section X.E, Injunctive Relief Distributors shall conduct a due diligence review consistent with the Injunctive Relief Distributors' CSMP policies and procedures. These annual diligence reviews shall be performed in addition to any of the diligence reviews performed under Section X.D, but may reasonably rely on reviews performed under Section X.D.
 - 3. If the Injunctive Relief Distributor decides to terminate the Customer due to concerns regarding potential diversion of Controlled Substances, the Injunctive Relief Distributor shall promptly cease the sale of Controlled Substances to the Customer and report the Customer consistent with Section XIV. If the Injunctive Relief Distributor decides not to terminate the Customer, the Injunctive Relief Distributor shall document that determination and the basis therefor. Such a good faith determination, if documented, shall not, without more, serve as the basis of a future claim of non-compliance with the Injunctive Relief Terms.

XI. <u>SITE VISITS</u>

- A. Each Injunctive Relief Distributor shall conduct site visits, including unannounced site visits, where appropriate, of Customers, as necessary, as part of Customer due diligence.
- B. During site visits, an Injunctive Relief Distributor's CSMP personnel or qualified third-party compliance consultants shall interview the pharmacist-in-charge or other relevant Customer employees, if appropriate, about any potential Red Flags and the Customer's maintenance of effective controls against the potential diversion of Controlled Substances.
- C. An Injunctive Relief Distributor's CSMP personnel or qualified third-party compliance consultants who conduct site visits shall document the findings of any site visit.
- D. Site visit and all other compliance reports shall be maintained by each Injunctive Relief Distributor in a database accessible to all CSMP personnel.

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XII. THRESHOLDS

- A. Each Injunctive Relief Distributor shall use Thresholds to identify potentially Suspicious Orders of Controlled Substances from Customers.
- B. Each Injunctive Relief Distributor's CSMP department shall be responsible for the oversight of the process for establishing and modifying Thresholds. The sales departments of the Injunctive Relief Distributors shall not have the authority to establish or adjust Thresholds for any Customer or participate in any decisions regarding establishment or adjustment of Thresholds.
- C. Injunctive Relief Distributors shall not provide Customers specific information about their Thresholds or how their Thresholds are calculated.
 - 1. <u>Threshold Setting</u>
 - a) Injunctive Relief Distributors shall primarily use model-based thresholds. For certain circumstances, Injunctive Relief Distributors may apply a non-model threshold based on documented customer diligence and analysis.
 - b) Each Injunctive Relief Distributor shall include in its Annual Threshold Analysis and Assessment Report (as required by Section XVIII.F.3.c) to the Monitor summary statistics regarding the use of non-model thresholds and such information shall be considered by the Monitor as part of its Threshold Setting Process Review in the annual Audit Report.
 - c) For the purposes of establishing and maintaining Thresholds, each Injunctive Relief Distributor shall take into account the Controlled Substances diversion risk of each drug base code. The diversion risk of each base code should be defined and reassessed annually by the Injunctive Relief Distributor's CSMP Committee and reviewed by the Monitor.
 - Each Injunctive Relief Distributor shall establish Thresholds for new Customers prior to supplying those Customers with Controlled Substances and shall continue to have Thresholds in place at all times for each Customer to which it supplies Controlled Substances.
 - e) When ordering volume from other distributors becomes readily available from the Clearinghouse, an Injunctive Relief Distributor shall consider including such information as soon as reasonably practicable in establishing and maintaining Thresholds.

- f) Each Injunctive Relief Distributor shall incorporate the following guiding principles in establishing and maintaining Customer Thresholds, except when inapplicable to non-model Thresholds:
 - (1) Thresholds shall take into account the number of non-Controlled Substance dosage units distributed to, dispensed and/or number of prescriptions dispensed by the Customer to assist with the determination of Customer size. As a general matter, smaller customers should have lower Thresholds than larger customers.
 - (2) For the purposes of establishing and maintaining Thresholds, Injunctive Relief Distributors shall use statistical models that are appropriate to the underlying data.
 - (3) For the purposes of establishing and maintaining Thresholds, Injunctive Relief Distributors shall take into account a Customer's ordering and/or dispensing history for a specified period of time.
 - (4) For the purposes of establishing and maintaining Thresholds, Injunctive Relief Distributors shall take into account the ordering history of Customers within similar geographic regions, or, where appropriate for Chain Customers, ordering history within the chain.
 - (5) If appropriate, Thresholds may take into account the characteristics of Customers with similar business models.
 - (a) A Customer's statement that it employs a particular business model must be verified, to the extent practicable, before that business model is taken into account in establishing and maintaining a Customer's Threshold.

2. <u>Threshold Auditing</u>

- a) The Injunctive Relief Distributors shall review their respective Customer Thresholds at least on an annual basis and modify them where appropriate.
- Each Injunctive Relief Distributor's CSMP department shall annually evaluate its Threshold setting methodology and processes and its CSMP personnel's performance in adhering to those policies.
- 3. <u>Threshold Changes</u>

- a) An Injunctive Relief Distributor may increase or decrease a Customer Threshold as set forth in its CSMP policies and procedures, subject to Sections XII.C.3.b through XII.C.3.e.
- b) Prior to approving any Threshold change request by a Customer, each Injunctive Relief Distributor shall conduct due diligence to determine whether an increase to the Threshold is warranted. This due diligence shall include obtaining from the Customer the basis for the Threshold change request, obtaining and reviewing Dispensing Data and/or Pharmacy Customer Data for the previous three (3) months for due diligence purposes, and, as needed, conducting an on-site visit to the Customer. This Threshold change request diligence shall be conducted by the Injunctive Relief Distributor's CSMP personnel.
- c) No Injunctive Relief Distributor shall proactively contact a Customer to suggest that the Customer request an increase to any of its Thresholds, to inform the Customer that its Orders-to-date are approaching its Thresholds or to recommend to the Customer the amount of a requested Threshold increase. It shall not be a violation of this paragraph to provide Chain Customer headquarters reporting on one or more individual Chain Customer pharmacy location(s) to support the anti-diversion efforts of the Chain Customer's headquarters staff, and it shall not be a violation of this paragraph for the Injunctive Relief Distributor's CSMP personnel to contact Customers to seek to understand a Customer's ordering patterns.
- An Injunctive Relief Distributor's Chief Diversion Control Officer d) may approve criteria for potential adjustments to Customer Thresholds to account for circumstances where the Thresholds produced by the ordinary operation of the statistical models require modification. Such circumstances include adjustments to account for seasonal ordering of certain Controlled Substances that are based on documented diligence and analysis, adjustments made to permit ordering of certain Controlled Substances during a declared national or state emergency (e.g., COVID-19 pandemic), IT errors, and data anomalies causing results that are inconsistent with the design of the statistical models. Each Injunctive Relief Distributor shall include in its Annual Threshold Analysis and Assessment Report (as required by Section XVIII.F.3.c) to the Monitor information regarding the use of this paragraph and such information shall be considered by the Monitor as part of its Threshold Setting Process Review in the annual Audit Report.
- e) Any decision to raise a Customer's Threshold in response to a request by a Customer to adjust its Threshold must be documented

in a writing and state the reason(s) for the change. The decision must be consistent with the Injunctive Relief Distributor's CSMP and documented appropriately.

XIII. SUSPICIOUS ORDER REPORTING AND NON-SHIPMENT

- A. Each Injunctive Relief Distributor shall report Suspicious Orders to the Settling States (*"Suspicious Order Reports"* or *"SORs"*), including those Settling States that do not currently require such SORs, at the election of the Settling State.
- B. For the SORs required by the Injunctive Relief Terms, each Injunctive Relief Distributor shall report Orders that exceed a Threshold for Controlled Substances set pursuant to the processes in Section XII that are blocked and not shipped.
- C. No Injunctive Relief Distributor shall ship any Order that it (i) reports pursuant to Sections XIII.A or XIII.B, or (ii) would have been required to report pursuant to Sections XIII.A or XIII.B had the Settling State elected to receive SORs.
- D. In reporting Suspicious Orders to the Settling States, the Injunctive Relief Distributors shall file SORs in a standardized electronic format that is uniform among the Settling States and contains the following information fields:
 - 1. Customer name;
 - 2. Customer address;
 - 3. DEA registration number;
 - 4. State pharmacy license number;
 - 5. Date of order;
 - 6. NDC number;
 - 7. Quantity;
 - 8. Explanation for why the order is suspicious (up to 250 characters): Details that are order-specific regarding why an order was flagged as a Suspicious Order, including specific criteria used by an Injunctive Relief Distributor's Threshold system (except phrases such as "order is of unusual size" without any additional detail are not acceptable); and
 - 9. Name and contact information for a knowledgeable designee within the Injunctive Relief Distributor's CSMP department to be a point of contact for the SORs.
- E. On a quarterly basis, each Injunctive Relief Distributor shall provide a summary report to the Settling States that elect to receive it that provides the following

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information for the relevant quarter with respect to the top ten (10) Customers by volume for each Highly Diverted Controlled Substance base code that have placed a Suspicious Order for that base code, in that quarter (for Chain Customers, only individual pharmacies in the chain will considered for evaluation as a top ten (10) Customer):

- 1. The number of SORs submitted for that Customer by base code;
- 2. The Customer's order volume by base code for the quarter for all Highly Diverted Controlled Substances;
- 3. The Customer's order frequency by base code for the quarter for all Highly Diverted Controlled Substances;
- 4. For each Highly Diverted Controlled Substance base code, the ratio of the Customer's order volume for that base code to the volume of all pharmaceutical orders for the quarter; and
- 5. The ratio of the Customer's order volume of all Controlled Substances to the volume of all pharmaceutical orders for the quarter.
- F. The Injunctive Relief Distributors shall only be required to file a single, uniform, electronic form of SOR with any Settling State that receives SORs pursuant to these Injunctive Relief Terms. A Settling State retains the authority pursuant to applicable state law or relevant state agency authority to request additional information about a particular SOR.
- G. It is the objective of the Settling States and the Injunctive Relief Distributors for the Injunctive Relief Distributors to provide SORs to Settling States that identify the same Suspicious Orders as reported to the DEA pursuant to the definition and requirements of the federal Controlled Substances Act and its regulations, although the fields of the SORs submitted to the Settling States as required by Section XIII may differ from the content required by the DEA. To the extent federal definitions and requirements materially change during the term of the Injunctive Relief Terms, the Injunctive Relief Distributors may be required to adjust the format and content of the SORs to meet these federal requirements. The Injunctive Relief Distributors and the State Compliance Review Committee will engage in good faith discussions regarding such adjustments.
- H. It shall not be a violation of the Injunctive Relief Terms if an Injunctive Relief Distributor ships a Suspicious Order or fails to submit or transmit a SOR if:
 - 1. The shipment of the Suspicious Order or failed SOR transmission was due to a computer error (data entry mistakes, coding errors, computer logic issues, software malfunctions, and other computer errors or IT failures); and

2. The Injunctive Relief Distributor reports the error, including a description of measures that will be taken to prevent recurrence of the error, to any affected Settling State, the State Compliance Review Committee, and the Monitor within five (5) business days of its discovery.

XIV. TERMINATED CUSTOMERS

- A. Each Injunctive Relief Distributor shall report to the Clearinghouse, once operational, within five (5) business days (or as otherwise required by state statute or regulation), Customers it has terminated from eligibility to receive Controlled Substances or refused to onboard for the sale of Controlled Substances due to concerns regarding the Customer's ability to provide effective controls against the potential diversion of Controlled Substances following the Effective Date.
- B. The Injunctive Relief Distributors shall report to the relevant Settling State(s), within five (5) business days (or as otherwise required by state statute or regulation) Customers located in such Settling States that it has terminated from eligibility to receive Controlled Substances or refused to onboard for the sale of Controlled Substances due to concerns regarding the Customer's ability to provide effective controls against the potential diversion of Controlled Substances following the Effective Date. Such reports will be made in a uniform format. The Injunctive Relief Distributors and the State Compliance Review Committee shall use best efforts to agree on such uniform format for inclusion prior to the requirement taking effect.
- C. In determining whether a Customer should be terminated from eligibility to receive Controlled Substances, Injunctive Relief Distributors shall apply factors set out in their CSMP policies and procedures, which shall include the following conduct by a Customer:
 - 1. Has generated an excessive number of Suspicious Orders, which cannot otherwise be explained;
 - 2. Has routinely demonstrated unresolved Red Flag activity;
 - 3. Has continued to fill prescriptions for Highly Diverted Controlled Substances that raise Red Flags following an Injunctive Relief Distributor's warning or communication about such practices;
 - 4. Has failed to provide Pharmacy Customer Data or Dispensing Data in response to a request from an Injunctive Relief Distributor or otherwise refuses to cooperate with the Injunctive Relief Distributor's CSMP after providing the Customer with a reasonable amount of time to respond to the Injunctive Relief Distributor's requests;
 - 5. Has been found to have made material omissions or false statements on a Pharmacy Questionnaire (the requirements for the contents of a Pharmacy Questionnaire are described in Section IX); or

- 6. Has been the subject of discipline by a State Board of Pharmacy within the past three (3) years or has had its owner(s) or pharmacist-in-charge subject to license probation or termination within the past five (5) years by a State Board of Pharmacy for matters related to Controlled Substances dispensing or a federal or state felony conviction.
- D. Once the Clearinghouse has made Customer termination data available to each Injunctive Relief Distributor, each Injunctive Relief Distributor shall consider terminating Customers that have been terminated from eligibility to receive Controlled Substances by another distributor as a result of suspected diversion of Controlled Substances if the Customer is ordering only Controlled Substances from the Injunctive Relief Distributor. If the Injunctive Relief Distributor determines not to terminate Customers to which this paragraph applies, the Injunctive Relief Distributor shall document its decision-making. A good-faith decision to continue shipping Controlled Substances to Customers to which this paragraph applies, shall not serve, without more, as the basis of a future claim of non-compliance with the Injunctive Relief Terms.
- E. For Chain Customers, the provisions in Section XIV.A-D shall apply to the specific pharmacies in question.

XV. <u>EMERGENCIES</u>

- A. In the circumstances of declared national or state emergencies in which the healthcare community relies on the Injunctive Relief Distributors for critical medicines, medical supplies, products, and services, the Injunctive Relief Distributors may be required to temporarily modify their respective CSMP processes to meet the critical needs of the supply chain. These modifications may conflict with the requirements of the Injunctive Relief Terms.
- B. In the case of a declared national or state emergency, the Injunctive Relief Distributors shall be required to give notice to the State Compliance Review Committee of any temporary material changes to their CSMP processes which may conflict with the requirements of the Injunctive Relief Terms and specify the sections of the Injunctive Relief Terms which will be affected by the temporary change.
- C. The Injunctive Relief Distributors shall document all temporary changes to their CSMP processes and appropriately document all customer-specific actions taken as a result of the declared national or state emergency.
- D. The Injunctive Relief Distributors shall provide notice to the State Compliance Review Committee at the conclusion of the declared national or state emergency, or sooner, stating that the temporary CSMP processes put into place have been suspended.
- E. Provided the Injunctive Relief Distributors comply with the provisions of Sections XV.A through XV.D, the Injunctive Relief Distributors will not face liability for

any deviations from the requirements of the Injunctive Relief Terms taken in good faith to meet the critical needs of the supply chain in response to the declared national or state emergency. Nothing herein shall limit Settling States from pursuing claims against the Injunctive Relief Distributors based on deviations from the requirements of the Injunctive Relief Terms not taken in good faith to meet the critical needs of the supply chain in response to a declared national or state emergency.

XVI. <u>COMPLIANCE WITH LAWS AND RECORDKEEPING</u>

- A. The Injunctive Relief Distributors acknowledge and agree that they must comply with applicable state and federal laws governing the distribution of Controlled Substances.
- B. Good faith compliance with the Injunctive Relief Terms creates a presumption that the Injunctive Relief Distributors are acting reasonably and in the public interest with respect to Settling States' existing laws requiring effective controls against diversion of Controlled Substances and with respect to the identification, reporting, and blocking of Suspicious Orders of Controlled Substances.
- C. The requirements of the Injunctive Relief Terms are in addition to, and not in lieu of, any other requirements of state or federal law applicable to Controlled Substances distribution. Except as provided in Section XVI.D, nothing in the Injunctive Relief Terms shall be construed as relieving Injunctive Relief Distributors of the obligation to comply with such laws, regulations, or rules. No provision of the Injunctive Relief Terms shall be deemed as permission for Injunctive Relief Distributors to engage in any acts or practices prohibited by such laws, regulations, or rules.
- D. In the event of a conflict between the requirements of the Injunctive Relief Terms and any other law, regulation, or requirement such that an Injunctive Relief Distributor cannot comply with the law without violating the Injunctive Relief Terms or being subject to adverse action, including fines and penalties, the Injunctive Relief Distributor shall document such conflicts and notify the State Compliance Review Committee and any affected Settling State the extent to which it will comply with the Injunctive Relief Terms in order to eliminate the conflict within thirty (30) days of the Injunctive Relief Distributor's discovery of the conflict. The Injunctive Relief Distributor shall comply with the Injunctive Relief Terms to the fullest extent possible without violating the law.
- E. In the event of a change or modification of federal or state law governing the distribution of Controlled Substances that creates an actual or potential conflict with the Injunctive Relief Terms, any Injunctive Relief Distributor, any affected Settling State, or the State Compliance Review Committee may request that the Injunctive Relief Distributors, State Compliance Review Committee, and any affected Settling State meet and confer regarding the law change. During the meet and confer, the Injunctive Relief Distributors, the State Compliance Review

Committee, and any affected Settling State will address whether the change or modification in federal or state law requires an amendment to the Injunctive Relief Terms. In the event the Injunctive Relief Distributors, the State Compliance Review Committee, and any affected Settling State cannot agree on a resolution, and the dispute relates to whether the generally applicable Injunctive Relief Terms herein should be changed, an Injunctive Relief Distributor, the State Compliance Review Committee, or any affected Settling State may submit the question to the National Arbitration Panel. If the dispute relates to whether a change in an individual State's law requires a modification of the Injunctive Relief Terms only with respect to that State, an Injunctive Relief Distributor, the State Compliance Review Committee, or any affected Settling State may seek resolution of the dispute pursuant to Section XIX. Maintenance of competition in the industry and the potential burden of inconsistent obligations by Injunctive Relief Distributors shall be a relevant consideration in such resolution.

F. <u>Recordkeeping:</u> Each Injunctive Relief Distributor shall retain records it is required to create pursuant to its obligations hereunder in an electronic or otherwise readily accessible format. The Settling States shall have the right to review records provided to the Monitor pursuant to Section XVIII. Nothing in the Injunctive Relief Terms prohibits a Settling State from issuing a lawful subpoena for records pursuant to an applicable law.

XVII. CLEARINGHOUSE

- A. Creation of the Clearinghouse
 - 1. The Clearinghouse functions shall be undertaken by a third-party vendor or vendors.
 - 2. The vendor(s) will be chosen through a process developed and jointly agreed upon by the Injunctive Relief Distributors and the State Compliance Review Committee.
 - 3. Consistent with the process developed by the Injunctive Relief Distributors and the State Compliance Review Committee, within two (2) months of the Effective Date, the Injunctive Relief Distributors shall issue a Request for Proposal to develop the systems and capabilities for a Clearinghouse to perform the services of a data aggregator.
 - 4. Within five (5) months of the Effective Date, the Clearinghouse Advisory Panel shall select one or more entities to develop the systems for the Clearinghouse and perform data aggregator services. The Clearinghouse Advisory Panel shall select a vendor or vendors that employ or retain personnel who have adequate expertise and experience related to the pharmaceutical industry, the distribution of Controlled Substances, and the applicable requirements of the Controlled Substances Act and the DEA's implementing regulations.

- 5. Within sixty (60) days of the selection of a vendor(s) to serve as the Clearinghouse, the Injunctive Relief Distributors shall negotiate and finalize a contract with the vendor(s). The date that the contract is signed by the Injunctive Relief Distributors and the vendor(s) shall be referred to as the "*Clearinghouse Retention Date*."
- 6. The development of the Clearinghouse shall proceed on a phased approach as discussed in Sections XVII.C and XVII.D.

B. Governance and Staffing of the Clearinghouse

- 1. *Capabilities.* The selected vendor or vendors shall staff the Clearinghouse in a manner that ensures the development of robust data collection, analytics and reporting capabilities for the Settling States and Injunctive Relief Distributors. To the extent additional expertise is required for the engagement, the vendor(s) may retain the services of third-party consultants.
- 2. Independence. While performing services for the Clearinghouse, all vendors and consultants, and their staff working on the Clearinghouse, shall be independent (*i.e.*, not perform services of any kind, including as a consultant or an employee on behalf of any Injunctive Relief Distributor outside of the ordinary business operations of the Clearinghouse). Independence may be achieved by implementing appropriate ethical walls with employees who are currently performing or who have previously performed work for an Injunctive Relief Distributor within two years of the Clearinghouse Retention Date.
- 3. *Liability*. The Injunctive Relief Distributors are entitled to rely upon information or data received from the Clearinghouse, whether in oral, written, or other form. No Injunctive Relief Distributor, and no individual serving on the Clearinghouse Advisory Panel, shall have any liability (whether direct or indirect, in contract or tort or otherwise) to any Party for or in connection with any action taken or not taken by the Clearinghouse. In addition, no Injunctive Relief Distributor, and no individual serving on the Clearinghouse Advisory Panel, shall have any liability (whether direct or indirect, in contract or tort or otherwise) to any Party for or in connection with any action taken or not taken by an Injunctive Relief Distributor based on incorrect, inaccurate, incomplete or otherwise erroneous information or data provided by the Clearinghouse, unless the information or data was incorrect, inaccurate, incomplete or otherwise erroneous because the Injunctive Relief Distributor itself provided incorrect, inaccurate, incomplete or otherwise erroneous data or information to the Clearinghouse. For any legal requirements that are assumed by the Clearinghouse during Phase 2-B pursuant to Section XVII.D.3, liability shall be addressed pursuant to Section XVII.D.3.c.

- 4. *Clearinghouse Advisory Panel.* The State Compliance Review Committee and Injunctive Relief Distributors shall create a Clearinghouse Advisory Panel no later than sixty (60) days after the Effective Date to oversee the Clearinghouse.
 - a) The Clearinghouse Advisory Panel shall have an equal number of members chosen by the State Compliance Review Committee on the one hand, and the Injunctive Relief Distributors on the other. The size of the Clearinghouse Advisory Panel will be decided by the State Compliance Review Committee and the Injunctive Relief Distributors, and the State Compliance Review Committee and the Injunctive Relief Distributors may select as members third-party experts, but no more than one half of each side's representatives may be such third-party experts. At least one member chosen by the State Compliance Review Committee will be based on consultation with the National Association of State Controlled Substances Authorities.
 - b) During the first two years of the operation of the Clearinghouse, the Clearinghouse Advisory Panel shall meet (in-person or remotely) at least once per month. After the first two years of operation, the Clearinghouse Advisory Panel shall meet at least quarterly. The Monitor may attend Clearinghouse Advisory Panel meetings and may provide recommendations to the Clearinghouse Advisory Panel.
 - c) The Clearinghouse Advisory Panel shall establish a subcommittee to advise on issues related to privacy, the Health Insurance Portability and Accountability Act of 1996 ("*HIPAA*"), and data security and a subcommittee to advise on issues related to Dispensing Data. It may establish additional subcommittees. Subcommittees may include individuals who are not members of the Clearinghouse Advisory Panel. The Clearinghouse Advisory Panel may invite one or more prescribers, dispensers, and representatives from state Prescription Drug Monitoring Programs ("*PDMP*") to serve on the Dispensing Data subcommittee. Each Injunctive Relief Distributor shall have a representative on each subcommittee created by the Clearinghouse Advisory Panel.
 - d) The Clearinghouse Advisory Panel may delegate tasks assigned to it by the Injunctive Relief Terms to the Executive Director.
- 5. *Executive Director*. One employee of the vendor, or one representative from the vendor group in the event that there are multiple vendors, shall be an Executive Director who shall manage day-to-day operations and report periodically to the Clearinghouse Advisory Panel.

C. Phase 1 of the Clearinghouse: Data Collection, Initial Analytics and Reporting

1. System Development

- a) Within one (1) year of the Clearinghouse Retention Date, the Clearinghouse shall develop systems to receive and analyze data obtained from the Injunctive Relief Distributors pursuant to electronic transmission formats to be agreed upon by the Clearinghouse Advisory Panel.
- b) In developing such systems, the Clearinghouse shall ensure that:
 - (1) The systems provide robust reporting and analytic capabilities.
 - (2) Data obtained from Injunctive Relief Distributors shall be automatically pulled from the existing order management data platforms (e.g., SAP).
 - (3) The systems shall be designed to receive data from sources other than the Injunctive Relief Distributors, including pharmacies, non-Injunctive Relief Distributors, the DEA, State Boards of Pharmacy, and other relevant sources, pursuant to standardized electronic transmission formats.
 - (4) The systems shall be designed to protect personally identifiable information ("*PII*") and protected health information ("*PHI*") from disclosure and shall comply with HIPAA and any federal and state laws relating to the protection of PII and PHI.
 - (5) The Clearinghouse will establish a HIPAA-compliant database that can be accessed by state authorities, the Injunctive Relief Distributors, and any entities that subsequently participate in the Clearinghouse. The database that will be made available to the Injunctive Relief Distributors and any non-governmental entities that subsequently participate in the Clearinghouse will also blind commercially sensitive information.
 - (6) State authorities shall have access to the HIPAA-compliant database via web-based tools and no additional or specialized equipment or software shall be required. This access shall allow state authorities to query the HIPAA-compliant database without limitation.

- (7) The Injunctive Relief Distributors shall be permitted to use data obtained from the Clearinghouse for anti-diversion purposes, including the uses expressly contemplated by the Injunctive Relief Terms. The Injunctive Relief Distributors shall not sell (or obtain license fees for) data obtained from Clearinghouse to any third-parties. Nothing in the Injunctive Relief Terms shall prohibit an Injunctive Relief Distributor from using its own data, including data provided to the Injunctive Relief Distributor by thirdparties other than the Clearinghouse, for any commercial purposes, including selling or licensing its data to thirdparties.
- 2. Aggregation of Data
 - a) It is the goal of the Settling States and the Injunctive Relief Distributors for the Clearinghouse to obtain comprehensive data from all distributors, pharmacies, and other relevant data sources to provide maximum permissible transparency into the distribution and dispensing of Controlled Substances. During Phase 1, the Clearinghouse Advisory Panel shall develop recommendations for ways to achieve this goal.
 - b) In Phase 1, the Injunctive Relief Distributors shall provide and/or facilitate the collection of, and the Clearinghouse shall collect and maintain, the following:
 - (1) Injunctive Relief Distributor transaction data for Controlled Substances and non-Controlled Substances, specified at the NDC, date, quantity, and customer level.
 - (2) Injunctive Relief Distributor information on Customers that have been terminated and/or declined onboarding due to concerns regarding Controlled Substance dispensing following the Effective Date.
 - c) The Clearinghouse shall make available to the Injunctive Relief Distributors, in a format to be determined by the Clearinghouse Advisory Panel, blinded data for their CSMP due diligence functions. The data will include all Controlled Substances and non-Controlled Substances and be refreshed on a regular basis. The Clearinghouse will also seek to provide non-identifying information regarding whether a single distributor is associated with multiple warehouses with unique DEA registrations (e.g., multiple distribution centers operated by a single distributor), in the data it makes available.

- d) During Phase 1, the Clearinghouse Advisory Panel (with input from its Dispensing Data subcommittee) will develop an operational plan to obtain Dispensing Data directly from pharmacies, unless the Clearinghouse Advisory Panel determines it is inadvisable to do so. The operational plan developed by the Clearinghouse Advisory Panel shall address compliance with HIPAA and shall include recommendations to facilitate the collection of Dispensing Data in compliance with HIPAA and relevant state privacy laws. To the extent possible, the Clearinghouse will begin collecting Dispensing Data during Phase 1.
- e) Nothing in the Injunctive Relief Terms shall require the Injunctive Relief Distributors to indemnify or otherwise be responsible to pharmacy customers for any claims resulting from the provision of Dispensing Data to the Clearinghouse, including, but not limited to, claims related to any data breaches occurring with the data transmitted to or maintained by the Clearinghouse.
- 3. State and Federal Reporting Requirements
 - a) The Injunctive Relief Distributors shall comply with state and federal transactional and Suspicious Order reporting requirements related to Controlled Substances as follows:
 - (1) Until such time as the Clearinghouse is able to provide transactional and Suspicious Order regulatory reporting to the states on behalf of the Injunctive Relief Distributors, the Injunctive Relief Distributors shall continue to file all required reports under state law and those reports required by these Injunctive Relief Terms.
 - (2) Once the Clearinghouse is able to process and submit such reports, the Clearinghouse may process and submit those reports on behalf of each Injunctive Relief Distributor to the states. At all times during Phase 1, each Injunctive Relief Distributor shall remain responsible for the identification of Suspicious Orders and will remain liable for a failure to submit transactional data or Suspicious Order reports required under state law or these Injunctive Relief Terms.
 - (3) An Injunctive Relief Distributor may elect to fulfill its reporting obligations directly, rather than have the Clearinghouse assume the responsibility for the transmission of the various reports.

- 4. Additional Reports and Analytics
 - a) In consultation with the Clearinghouse Advisory Panel, the Clearinghouse shall work to develop additional reports and analyses to assist the Settling States and the Injunctive Relief Distributors in addressing Controlled Substance diversion, including, but not limited to, identifying Red Flags consistent with Section VIII.
 - b) The Clearinghouse will generate analyses and reports to be used by the Settling States and the Injunctive Relief Distributors based on format and content recommended by the Clearinghouse Advisory Panel. In order to refine the format and reach final recommendations, the Clearinghouse shall prepare sample analytical reports for a sample geographic region to review with the Clearinghouse Advisory Panel. The sample reports will also be shared with the DEA in an effort to receive additional feedback.
 - c) After the content and format of the sample reports have been approved by the Clearinghouse Advisory Panel, the Clearinghouse will begin producing reports on a periodic basis.
 - d) The Clearinghouse will develop capabilities to provide Settling States customized reports upon reasonable request to assist in their efforts to combat the diversion of Controlled Substances and for other public health and regulatory purposes.
 - e) After the Clearinghouse has obtained sufficient Dispensing Data from Customers, the Clearinghouse shall commence providing standard reports to the Settling States and Injunctive Relief Distributors that will include summaries and analysis of Dispensing Data. The reports and analytics of Dispensing Data shall be developed in consultation with the Clearinghouse Advisory Panel (including its Dispensing Data subcommittee) and shall include, but not be limited to:
 - (1) Identification of Customers whose dispensing may indicate Red Flags consistent with Section VIII, as determined by the Clearinghouse from aggregate data; and
 - (2) Identification of Customers whose aggregate dispensing volumes for Highly Diverted Controlled Substances are disproportionately high relative to the population of the relevant geographic area.
 - f) The Clearinghouse shall also prepare reports and analyses for the Settling States and Injunctive Relief Distributors identifying prescribers whose prescribing behavior suggests they may not be

engaged in the legitimate practice of medicine. Such reports and analysis shall be developed in consultation with the Clearinghouse Advisory Panel (including its Dispensing Data subcommittee) and shall seek to identify and evaluate:

- Prescribers who routinely prescribe large volumes of Highly Diverted Controlled Substances relative to other prescribers with similar specialties, including health care professionals who prescribe a large number of prescriptions for high dosage amounts of Highly Diverted Controlled Substances;
- (2) Prescribers whose prescriptions for Highly Diverted Controlled Substances are routinely and disproportionately filled in a geographic area that is unusual based on the prescriber's location; and
- (3) Prescribers who routinely prescribe out-of-specialty or outof-practice area without legitimate reason.
- g) Reports or analysis generated by the Clearinghouse may not be based on complete data due to a lack of participation by non-Injunctive Relief Distributors and pharmacies. As such, Injunctive Relief Distributors shall not be held responsible for actions or inactions related to reports and analysis prepared by the Clearinghouse which may be based on incomplete data due to a lack of participation by non-Injunctive Relief Distributors and pharmacies.

D. Phase 2 of the Clearinghouse: Additional Data Collection and Analytics and Assumption of CSMP Functions

Within one (1) year of Phase 1 of the Clearinghouse being operational, the Clearinghouse and the Clearinghouse Advisory Panel shall develop a detailed strategic and implementation plan for Phase 2 of the Clearinghouse ("*Phase 2 Planning Report*"). Phase 2 will consist of two parts. Phase 2-A will focus on increasing data collection from non-Injunctive Relief Distributors, pharmacies and other data sources and developing enhanced analytics based on the experiences gained from Phase 1. Phase 2-A will also include recommendations for the development of uniform federal and state reporting. Phase 2-B will involve the potential assumption of various CSMP activities, including Threshold setting and order management by the Clearinghouse. The Phase 2 Planning Report will address both Phase 2-A and Phase 2-B. After the completion of the Phase 2 Planning Report, individual Injunctive Relief Distributors, in their sole discretion, may elect not to proceed with Phase 2-B as provided by Section XVII.E. If one or more Injunctive Relief Distributors elect to proceed with Phase 2-B, the goal will be to have Phase 2-B fully operational within two (2) years of the Clearinghouse

Retention Date and no later than three (3) years of the Clearinghouse Retention Date.

- 1. Phase 2-A: Additional Data Collection and Analytics
 - a) During Phase 2-A, the Clearinghouse will continue the functions defined in Phase 1 and work to expand the scope of its data collection and enhance its analytics and reporting capabilities including the following:
 - (1) Integration of data from additional sources, including:
 - (a) Transaction data from other distributors, including manufacturers that distribute directly to retail pharmacies and pharmacies that self-warehouse; and
 - (b) Where possible, state PDMP data and other data, including, but not limited to, State Board of Medicine and Board of Pharmacy sanctions, and agreed-upon industry data. If state PDMP data is effectively duplicative of Dispensing Data already obtained in Phase 1, it will not be necessary for the Clearinghouse to obtain state PDMP data.
 - (2) Development of additional metrics analyzing the data available from the additional data sources (PDMP, other pharmacy data, sanction authorities, and third-party volume projections).
 - (3) Development of real-time or near real-time access to distribution data, dispensing data and other data sources.
 - (4) Refinement of methodologies for analyzing Dispensing Data to identify suspicious prescribers.
 - (5) Development of additional capabilities to provide Settling States, the Injunctive Relief Distributors and potentially the DEA customized reporting from the Clearinghouse upon reasonable request.
- 2. Phase 2-A: Uniform Required Reporting
 - a) The Clearinghouse and the Clearinghouse Advisory Panel shall develop uniform reporting recommendations for potential implementation by state regulators in order to allow the Injunctive Relief Distributors to satisfy their obligations under the Injunctive

Relief Terms and state and federal laws in a uniform and consistent manner.

- b) It is a goal of the Settling States and the Injunctive Relief Distributors to:
 - (1) Streamline and simplify required reporting which will benefit the Injunctive Relief Distributors and the Settling States, as well as the DEA;
 - (2) Develop uniform transactional and Suspicious Order reporting requirements; and
 - (3) Provide for the submission of uniform Suspicious Order reports.
- 3. Phase 2-B: Clearinghouse Assumption of CSMP Functions
 - a) With respect to Phase 2-B, the Phase 2 Planning Report shall address:
 - Engagement with stakeholders, including the DEA, to develop the system of Threshold setting and Suspicious Order reporting to potentially be provided by the Clearinghouse;
 - (2) Development of technology and rules, including any proposed changes to federal law or regulations;
 - (3) Development of models for the identification of Suspicious Orders and setting universal Thresholds in a manner consistent with Section XII. These models shall include active order management and order fulfillment protocols to ensure that orders are compared to relevant Thresholds by the Clearinghouse before shipment instructions are provided by the Clearinghouse to the Injunctive Relief Distributors. The models shall also include the identification of Suspicious Orders when they are placed by Customers, which will be held before shipment or blocked based on instructions provided by the Clearinghouse to the Injunctive Relief Distributors.
 - (4) Development of criteria governing distribution to Customers that have placed one or more Orders that exceed a Threshold;

- (5) Development of rules for allocating Orders placed by Customers that have more than one Distributor if one or more Orders exceed a Threshold;
- (6) Development of a pilot project for a sample geographic region to perform data analysis to test the models for Threshold setting and the identification of Suspicious Orders.
- b) Following implementation of Phase 2-B, the Injunctive Relief Distributors participating in Phase 2-B and the State Compliance Review Committee shall meet and confer with respect to whether to expand the scope of the Clearinghouse to cover additional antidiversion functions, such as the performance of due diligence.
- CSMP functions that have been assumed by the Clearinghouse c) during Phase 2-B will no longer be performed by participating Injunctive Relief Distributors individually through their CSMPs. CSMP functions performed by the Clearinghouse will assist participating Injunctive Relief Distributors to satisfy the applicable legal obligations of those Injunctive Relief Distributors. The Clearinghouse's performance of CSMP functions will not relieve participating Injunctive Relief Distributors from their legal obligations unless (i) the Injunctive Relief Distributors and the State Compliance Review Committee jointly enter into a written agreement for the Clearinghouse to assume legal requirements during Phase 2-B; and (ii) all vendors and consultants working on the Clearinghouse agree in writing to assume such obligations. Nothing in this paragraph shall apply to any Injunctive Relief Distributor that does not participate in Phase 2-B pursuant to Section XVII.E.

E. Option to Opt Out of Phase 2-B

 Each Injunctive Relief Distributor shall have the option, in its sole discretion, to elect not to participate in Phase 2-B at any point. In the event that an Injunctive Relief Distributor elects not to participate in Phase 2-B, that Injunctive Relief Distributor shall cease to have any obligation to fund future costs directly related to Phase 2-B of the Clearinghouse or to implement the Clearinghouse's determinations as to identification of Suspicious Orders and Suspicious Order reporting. If an Injunctive Relief Distributor elects not to participate in Phase 2-B, that Injunctive Relief Distributor shall remain responsible for the requirements specified for Phase 1 and Phase 2-A of the Clearinghouse and shall be responsible for contributing to the costs associated with Phase 1 and Phase 2-A. 2. In the event that an Injunctive Relief Distributor elects not to participate in Phase 2-B, the Clearinghouse Advisory Panel shall discuss and make recommendations for any necessary adjustments to the Phase 2-B capabilities described in Section XVII.D.3.

F. Funding

- 1. The establishment and ongoing operations of the Clearinghouse shall be funded by the Injunctive Relief Distributors for a period of ten (10) years commencing on the Clearinghouse Retention Date.
- 2. For each of the first two (2) years of the operation of the Clearinghouse, the Injunctive Relief Distributors will make total payments of \$7.5 million per year combined. For years three (3) through ten (10), the Injunctive Relief Distributors will make total payments of \$3 million per year combined. Additional costs associated with Phase 2-B shall be billed to the Injunctive Relief Distributors participating in Phase 2-B.
- 3. Payments by the Injunctive Relief Distributors for the Clearinghouse shall be allocated among the Injunctive Relief Distributors as set forth in Section IV.H of the Settlement Agreement, dated as of July 21, 2021, which incorporates these Injunctive Relief Terms as Exhibit P.
- 4. In the event that the cost of the Clearinghouse exceeds the amounts provided by the Injunctive Relief Distributors, the Injunctive Relief Distributors and State Compliance Review Committee shall meet-and-confer on alternatives, which may include:
 - a) Limiting the operations of the Clearinghouse consistent with a revised budget;
 - b) Seeking additional sources of funding for the Clearinghouse; and/or
 - c) Allocating, in a manner consistent with the allocation of payments between the Injunctive Relief Distributors as set forth in Section XVII.F.3, additional amounts that are the responsibility of the Injunctive Relief Distributors to be used for the operation of the Clearinghouse.
- 5. The Injunctive Relief Distributors and the State Compliance Review Committee agree to engage in good faith discussions regarding potential continued operation and funding of the Clearinghouse following the initial ten (10) year period of Clearinghouse operations.
- 6. The Injunctive Relief Distributors and the State Compliance Review Committee shall develop a means to obtain payments from other parties that may use or benefit from the Clearinghouse, including, but not limited

to, other settling defendants, non-Injunctive Relief Distributors, or other parties and the Clearinghouse Advisory Panel shall consider other funding sources for the Clearinghouse. This may include consideration of a user fee or other model by which non-Injunctive Relief Distributors that use the Clearinghouse will contribute to funding the Clearinghouse.

7. In the event that ten (10) or more Settling States reach agreements with any national retail chain pharmacies to resolve claims related to the distribution of Controlled Substances, the Settling States' Attorneys' General agree to make participation in the Clearinghouse, including providing data to the Clearinghouse and contribution to the cost of the operation of the Clearinghouse, a condition of any settlement. The Settling States' Attorneys' General agree to make best efforts to ensure that any other settling distributors and/or pharmacies participate in the Clearinghouse. To the extent that the Attorneys General are able to secure participation by additional distributors and/or pharmacies, it is anticipated that, to the extent practicable based on the financial and relative size of the settling distributor and/or pharmacy, those entities will contribute to the cost of the operation of the Clearinghouse. The Injunctive Relief Distributors' obligation to fund the Clearinghouse shall be partially reduced by contributions obtained from other distributors and/or pharmacies pursuant to a formula to be determined by the Clearinghouse Advisory Panel.

G. Confidentiality

- 1. All data provided to the Clearinghouse shall be confidential.
- 2. Information provided by distributors participating in the Clearinghouse may not be provided to any other entity or individual outside those expressly contemplated by the Injunctive Relief Terms.
- 3. The Clearinghouse may not provide to any distributor information specific to another distributor. Notwithstanding the prior sentence, the Clearinghouse may provide blinded data to a distributor reflecting total Orders (across all distributors) for a particular Customer, region, and/or state at the base code and NDC number level and all transactional data information. Such information may only be used by receiving distributors for purposes of identifying, minimizing, or otherwise addressing the risk of Controlled Substances diversion. No distributor or pharmacy, including the Injunctive Relief Distributors, shall attempt to obtain revenue from this information. Such information provided by the Clearinghouse shall be compliant with all applicable laws and regulations.
- 4. If the Clearinghouse receives a request for disclosure of any data, material or other information created or shared under the Injunctive Relief Terms, pursuant to a Third Party Request, the Clearinghouse shall notify the

Injunctive Relief Distributors and the Clearinghouse Advisory Panel of the Third Party Request and any confidential information to be disclosed so that the Injunctive Relief Distributors may seek a protective order or otherwise challenge or object to the disclosure. The Clearinghouse shall provide the Injunctive Relief Distributors and the Clearinghouse Advisory Panel with at least ten (10) days' advance notice before complying with any Third Party Request for confidential information, except where state law requires a lesser period of advance notice.

H. Data Integrity

- 1. The Clearinghouse shall use best-in-class technology to preserve the integrity of the data.
- 2. The Clearinghouse shall report any data breaches under HIPAA and state law that occur as a result of any of its data collection and reporting activities to the Settling States and other authorities as required by law.
- 3. The Injunctive Relief Distributors and the Settling States shall not be liable for any breaches of any databases maintained by the Clearinghouse. This does not excuse the Clearinghouse or its vendor(s) from compliance with all state and federal laws and regulations governing (1) the protection of personal information and protected health information, or (2) notifications relating to Data Security Events.

I. Credit for Investment in the Clearinghouse

1. The Injunctive Relief Distributors and the State Compliance Review Committee shall negotiate in good faith regarding a potential credit against Injunctive Relief Distributors' overall settlement obligations if costs exceed the amounts specified in Section XVII.F.

XVIII. MONITOR

- A. Monitor Selection and Engagement
 - 1. The Injunctive Relief Distributors shall engage a Monitor to perform the reviews described in Section XVIII.F. The Monitor shall employ or retain personnel who have appropriate qualifications related to the pharmaceutical industry and the laws governing the distribution of pharmaceuticals, the distribution of Controlled Substances, and the applicable requirements of federal and state law. The Monitor may also employ or retain personnel who have appropriate qualifications in the audit and review of sample documents in order to conduct the reviews described in Section XVIII.F. To the extent additional expertise is required for the engagement, the Monitor may retain the services of third-party consultants.

- 2. The Monitor must perform each review described in Section XVIII.F in a professionally independent and objective fashion, as defined in the most recent Government Auditing Standards issued by the United States Government Accountability Office. A Monitor shall not be engaged in active litigation involving one or more of the Injunctive Relief Distributors or Settling States or present a potential conflict of interest involving matters concerning an Injunctive Relief Distributor, except by agreement of the affected parties. If the Monitor is employed by an entity that performed work for any Injunctive Relief Distributor or any of the Settling States prior to the Effective Date, the Monitor will cause to be implemented appropriate ethical walls between the Monitor team and the employees of the firm who have previously performed work for an Injunctive Relief Distributor or any of the Settling States.
- 3. The process for selecting the Monitor shall be as follows:
 - a) Within sixty (60) calendar days of the Effective Date, the Injunctive Relief Distributors and the State Compliance Review Committee shall exchange pools of recommended candidates to serve as the Monitor. The pools shall each contain the names of three (3) individuals, groups of individuals, or firms.
 - b) After receiving the pools of Monitor candidates, the Injunctive Relief Distributors and the State Compliance Review Committee shall have the right to meet with the candidates and conduct appropriate interviews of the personnel who are expected to work on the project. The Injunctive Relief Distributors (individually or in combination) and the State Compliance Review Committee may veto any of the candidates, and must do so in writing within thirty (30) days of receiving the pool of candidates. If all three (3) candidates within a pool are rejected by either the Injunctive Relief Distributors or the State Compliance Review Committee, the party who rejected the three (3) candidates may direct the other party to provide up to three (3) additional qualified candidates within thirty (30) calendar days of receipt of said notice.
 - c) If the Injunctive Relief Distributors or the State Compliance Review Committee do not object to a proposed candidate, the Injunctive Relief Distributors or the State Compliance Review Committee shall so notify the other in writing within thirty (30) days of receiving the pool of candidates. If more than one candidate remains, the State Compliance Review Committee shall select the Monitor from the remaining candidates. Within thirty (30) calendar days of the selection of the Monitor, the Injunctive Relief Distributors shall retain the Monitor, and finalize all terms of engagement, supplying a copy of an engagement letter to the State Compliance Review Committee. The terms of engagement

shall include a process by which Injunctive Relief Distributors may challenge Monitor costs as excessive, duplicative or unnecessary, which process must be approved by the State Compliance Review Committee.

- 4. The Injunctive Relief Distributors shall be responsible for the Monitor's fees and costs directly related to its performance of the work specified by the Injunctive Relief Terms up to a limit of \$1,000,000 per year per Injunctive Relief Distributor (*i.e.*, a total of \$3,000,000 per year).
- 5. Prior to each year, the Monitor shall submit a combined annual budget to the Injunctive Relief Distributors and State Compliance Review Committee that shall not exceed a total of \$3,000,000. The Monitor shall submit quarterly reports to the Injunctive Relief Distributors and the State Compliance Review Committee tracking actual spend to the annual budget.
- 6. In the event that any of the Injunctive Relief Distributors or State Compliance Review Committee believe that the Monitor is not performing its duties and responsibilities under the Injunctive Relief Terms in a reasonably cost effective manner, an Injunctive Relief Distributor or the State Compliance Review Committee shall recommend in writing changes to the Monitor's practices to reduce cost. The Monitor, Injunctive Relief Distributors, and the State Compliance Review Committee shall meet and confer in good faith in response to such a recommendation.
- 7. In the event that the Injunctive Relief Distributor and the State Compliance Review Committee cannot agree on whether the recommended cost reductions are warranted, either the State Compliance Review Committee or the Injunctive Relief Distributors may submit the question to the National Arbitration Panel, who shall determine whether the Monitor is performing its duties and responsibilities under the Injunctive Relief Terms in a reasonably cost effective manner, and, if not, the necessary changes to the Monitor's practices to reduce cost.
- 8. If the National Arbitration Panel determines that the Monitor cannot complete the reviews described in Section XVIII.F within the combined annual budget of \$3,000,000, the National Arbitration Panel shall require the Monitor to provide the Injunctive Relief Distributors and the State Compliance Review Committee with a written report explaining why it is not possible to complete the reviews within budget and all steps the Monitor has taken to perform its duties and responsibilities under the Injunctive Relief Terms in a reasonably cost effective manner. After receiving the Monitor's report, the Injunctive Relief Distributors, and the State Compliance Review Committee shall meet and confer in good faith to determine whether an increase in the combined budget is appropriate. If the Injunctive Relief Distributors and the State Compliance Review

Committee cannot reach an agreement on the amount of the reasonable costs in excess of \$3,000,000 for the relevant year, the issue will be submitted to the National Arbitration Panel for resolution. The National Arbitration Panel may award additional costs up to total cap of \$5,000,000 for the relevant year (\$3,000,000 plus an additional \$2,000,000).

- 9. Unless the Injunctive Relief Distributors and the State Compliance Review Committee agree otherwise as part of the meet and confer process in the prior paragraph (such as by agreeing to limit the Monitor's duties and responsibilities for the remainder of the year), the amount above \$3,000,000 and up to the total cap of \$5,000,000 in a given year necessary for the Monitor to complete the reviews described in Section XVIII.F shall be divided evenly among the Injunctive Relief Distributors without reducing any other amounts that are the responsibility of the Injunctive Relief Distributors.
- B. Early Termination of the Monitor
 - 1. In the event any of the Injunctive Relief Distributors or State Compliance Review Committee believe that the Monitor is not performing its duties and responsibilities under the Injunctive Relief Terms in a reasonably professional, competent and independent manner, an Injunctive Relief Distributor or the State Compliance Review Committee shall recommend replacement of the Monitor in writing. The Injunctive Relief Distributors and the State Compliance Review Committee shall meet and confer in good faith in response to a recommendation to replace the Monitor. If the State Compliance Review Committee and the Injunctive Relief Distributors agree that the Monitor should be replaced, a replacement Monitor will be selected in the manner set forth in Section XVIII.A.3.
 - 2. In the event the Injunctive Relief Distributor and the State Compliance Review Committee cannot agree on whether the Monitor should be replaced, either the State Compliance Review Committee or the Injunctive Relief Distributors may submit the question of the Monitor's dismissal to the National Arbitration Panel, and the Monitor shall only be dismissed if that panel finds that there is Good Cause for dismissal. Good Cause for dismissal shall mean (a) a material and substantial breach of the terms of the Monitor's obligations under the Injunctive Relief Terms; (b) any act of dishonesty, misappropriation, embezzlement, intentional fraud, or similar conduct by the Monitor; (c) any clear pattern of bias or prejudice in favor or against any party by the Monitor; (d) conduct by the Monitor that demonstrates unfitness to fulfill the functions of the Monitor reasonably and competently; or (e) conflicts of interest described in Section XVIII.A.2. If the panel finds that the Monitor should be dismissed, a replacement Monitor will be selected in the manner set forth in Section XVIII.A.3.

- 3. In addition, if the Monitor resigns for any reason, a replacement Monitor will be selected in the manner set forth in Section XVIII.A.3.
- C. Term and Reporting Periods
 - 1. The term of the Monitor will be five (5) years from the date the Monitor is appointed, divided into one-year periods for purposes of the reviews and reporting described in Section XVIII (*"Reporting Periods"*).
- D. Monitor Access to Information
 - 1. In connection with its reviews set forth in Section XVIII.F, the Monitor may request to interview employees with appropriate authority and responsibilities as necessary. In the event that an Injunctive Relief Distributor believes that the Monitor is requesting an unreasonable number of interviews or requesting interviews of employees who do not have relevant information to the reviews required by Section XVIII.F, the Injunctive Relief Distributor and State Compliance Review Committee shall meet and confer in good faith to resolve this issue.
 - 2. The Chief Diversion Control Officer of each Injunctive Relief Distributor or a direct report of the Chief Diversion Control Officer shall serve as the primary point of contact for the Monitor to facilitate the Monitor's access to documents, materials, or staff necessary to conduct the reviews specified in Section XVIII.F. The Monitor shall communicate any request for documents, materials, or access to staff to the Chief Diversion Control Officers or their designees.
 - 3. If at any time the Monitor believes there is undue delay, resistance, interference, limitation, or denial of access to any records or to any employee or former employee deemed necessary by the Monitor to conduct the reviews specified in Section XVIII.F, the Monitor shall notify the Chief Diversion Control Officer of the Injunctive Relief Distributor and they shall meet and confer to resolve such issue. If the Monitor believes that the matter was not resolved, the Monitor shall immediately report the issue to the State Compliance Review Committee.
 - 4. To the extent any of the documents requested by the Monitor contain material protected from disclosure by any legal privilege, including the attorney-client privilege or attorney work product protections, an Injunctive Relief Distributor may redact such material before providing the documents to the Monitor, but must provide the Monitor with a privilege log describing the redacted information and identifying the basis for redaction.
 - 5. Notwithstanding any other information referenced and produced pursuant to Section XVIII, the Monitor shall have access to, and each Injunctive Relief Distributor's Chief Diversion Control Officer shall produce to the

Monitor, any settlement agreements with government entities entered into after the Effective Date specifically concerning the requirements contained in the Injunctive Relief Terms and an Injunctive Relief Distributor's distribution of Controlled Substances (as opposed to distribution of pharmaceutical products in general).

- E. Settling States' Access to Monitor
 - 1. Other than in connection with the initiation of a Notice of Potential Violation set forth in Section XIX.B.2, should the Monitor believe it needs to initiate communication with the State Compliance Review Committee regarding an Injunctive Relief Distributor's compliance with the Injunctive Relief Terms, the Monitor's communications should include the Chief Diversion Control Officer or counsel of the affected Injunctive Relief Distributor, regardless of the form of communication.
 - 2. The State Compliance Review Committee shall have access to any settlement agreements produced to the Monitor pursuant to Section XVIII.D.5.
- F. Reviews to be Conducted by the Monitor
 - 1. There shall be two (2) types of reviews to be conducted by the Monitor:
 - a) Customer-specific reviews, as set forth in Section XVIII.F.2; and
 - b) System reviews, as set forth in Section XVIII.F.3.
 - 2. Customer-Specific Reviews
 - a) The following Customer-specific reviews will be conducted by the Monitor for each Injunctive Relief Distributor for each of the Reporting Periods:
 - (1) Threshold Change Request Review ("*TCR Review*");
 - (2) Onboarding New Customer Review ("Onboarding *Review*");
 - (3) Ongoing Due Diligence Review ("Ongoing Diligence Review");
 - (4) Customer Termination Review ("*Termination Review*"); and
 - (5) Orders that Exceed Thresholds but are Shipped Review (*"Exceeded Threshold Review"*).

- b) Sample selection and audit periods for TCR Reviews, Onboarding Reviews, Ongoing Diligence Reviews, Termination Reviews, and Exceeded Threshold Reviews:
 - (1) For each Reporting Period, the Monitor will review a representative sample of files for the performance of the TCR Reviews, Onboarding Reviews, and Ongoing Diligence Reviews. The Monitor shall select a sample representative of various geographic regions, customer types (Independent Retail Pharmacy Customers or Chain Customer), and distribution centers.
 - (2) The Monitor will meet and confer with each of the Injunctive Relief Distributors to determine the appropriate audit period within each Reporting Period from which the samples will be selected (e.g. samples will be selected from the first six (6) months of a reporting period to allow the Monitor time to perform its review during the remainder of the reporting period).
 - (3) Within thirty (30) calendar days following the close of the agreed-upon audit period, the Injunctive Relief Distributors (or the Clearinghouse once operational, if able to do so) will provide the Monitor with the following lists of relevant Customers for each type of review:
 - (a) A list of all Customers that requested at least one Threshold increase for a Highly Diverted Controlled Substance during the relevant audit period, including the number of such requests by each Customer;
 - (b) A list of all Customers that were onboarded during the relevant audit period and, during that period, ordered and received Highly Diverted Controlled Substances;
 - A list of all Customers that were the subject of an Ongoing Diligence Review during the relevant audit period;
 - (d) A list of all Customers that, for reasons related to Controlled Substance regulatory compliance, were terminated during the relevant audit period; and
 - (e) A list of all Orders for Highly Diverted Controlled Substances where a decision was made to ship the Order even though the order exceeded the otherwise

applicable Threshold, with number of such shipped orders.

- Within fifteen (15) calendar days of compiling this Customer information for sample selection, each Injunctive Relief Distributor shall propose a reasonable number of customer files for each review to the Monitor.
- (5) Within fifteen (15) calendar days of receiving the lists specified above from the Injunctive Relief Distributors, the Monitor shall choose representative files to be reviewed from these lists. Each list will include the Customers' zip code, geographic region, distribution center, and customer type (Independent Retail Pharmacy Customer or Chain Customer).

c) TCR Reviews

(1) For each Reporting Period, the Monitor shall conduct a TCR Review for a sample review of Customers who requested at least one Threshold increase for Highly Diverted Controlled Substances for each Injunctive Relief Distributor. For the TCR Reviews, the Monitor shall review the information contained in the files of the sample Customers and determine whether the information reflects substantial compliance with the requirements of Section XII.C.3.

d) Onboarding Reviews

- (1) For each Reporting Period, the Monitor shall conduct an Onboarding Review of a sample of Customers that were onboarded during the applicable audit period and, during that period, ordered and received Highly Diverted Controlled Substances from the Injunctive Relief Distributor. For the Onboarding Reviews, the Monitor shall review the information contained in the files of the sample Customers and determine whether the information reflects substantial compliance with the requirements of Section IX.
- e) Ongoing Diligence Reviews
 - (1) For each Reporting Period, the Monitor shall conduct an Ongoing Diligence Review of a sample of Customers for each Injunctive Relief Distributor that was the subject of an Ongoing Diligence Review during the relevant audit period. For the Ongoing Diligence Reviews, the Monitor shall review the information contained in the files of the

sample of Customers and determine whether the information reflects substantial compliance with the requirements of Section X.

- f) Termination Reviews
 - (1) For each Reporting Period, the Monitor shall conduct a review of a sample of Customers that were terminated by each Injunctive Relief Distributor during the audit period. For the Termination Reviews, the Monitor shall review the information contained in the files of the sample of Customers and determine whether the information reflects substantial compliance with the requirements of Section XIV.
- g) Exceeded Threshold Review
 - (1) For each Reporting Period, the Monitor shall conduct a review of a sample of Orders for Highly Diverted Controlled Substances where a decision was made by the Injunctive Relief Distributor to ship the Order even though the Order exceeded the applicable Threshold. For the Exceeded Threshold Reviews, the Monitor shall review the information contained in the Customer files related to the Orders and determine whether the information reflects substantial compliance with the requirements of Section XIII.B.
- 3. Annual System Reviews:
 - a) The following system reviews will be conducted by the Monitor for each Injunctive Relief Distributor for each of the Reporting Periods:
 - (1) CSMP Review;
 - (2) Threshold Setting Process Review;
 - (3) Suspicious Orders and Suspicious Order Report Review;
 - (4) Compensation Review;
 - (5) Red Flag Review; and
 - (6) Review of CSMP Integration with Clearinghouse.
 - b) CSMP Review

- (1) For each Reporting Period, the Monitor shall conduct a review of the following materials from each Injunctive Relief Distributor:
 - (a) Current CSMP policies and procedures;
 - (b) Organizational charts for the departments that are relevant to the CSMP organization;
 - (c) Logs and/or summaries of any reports received on the "hot line" required by Section V.E and the action or response of an Injunctive Relief Distributor to any such reports;
 - (d) Copies of the quarterly reports provided by the Chief Diversion Control Officer to the CSMP Committee as required by Section IV.C;
 - (e) Copies of the quarterly reports provided by the CSMP Committee to senior management and the Board of Directors as required by Section VI.C; and
 - (f) Copies of the materials used for the training required by Section VII and lists of the attendees of the training.

c) Threshold Setting Process Review:

- (1) For each Reporting Period, each Injunctive Relief Distributor or its outside consultants shall prepare a summary report describing how its Threshold-setting methodology for Independent Retail Pharmacy Customers and Chain Customers complies with Section XII (the "Annual Threshold Analysis and Assessment Report").
- (2) For each Reporting Period, the Monitor shall review the Annual Threshold Analysis and Assessment Report, determine whether the information reflects substantial compliance with the requirements of Section XII, and include any Observations and Recommendations, as defined in Section XVIII.G, in its annual Audit Report.
- d) Suspicious Orders and Suspicious Order Reporting Review:
 - For each Reporting Period, each Injunctive Relief
 Distributors will provide the Monitor with a report
 containing summary metrics for the Suspicious Orders that
 were reported to the DEA and the Settling States (the

"Suspicious Order Metrics Report"). In the Suspicious Order Metrics Report, the Injunctive Relief Distributors will also provide summary metrics for Orders of Highly Diverted Controlled Substances that exceeded a Threshold but were still shipped.

- (2) For each Reporting Period, the Monitor shall review the Suspicious Order Metrics Report, determine whether the information reflects substantial compliance with the requirements of Section XIII, and include any Observations and Recommendations in its annual Audit Report.
- e) Compensation Reviews:
 - (1) For each Reporting Period, the Monitor will review compensation-related policy documents for each Injunctive Relief Distributor for sales personnel. The Monitor shall analyze those documents and determine whether the compensation policies of each Injunctive Relief Distributor comply with the requirements contained in Section V.
- f) Red Flags Review:
 - (1) For each Reporting Period, the Monitor shall review the Red Flags defined in Section VIII and their incorporation into each Injunctive Relief Distributor's policies and procedures. The Monitor shall determine whether the information reflects substantial compliance with the requirements of Section VIII and include any Observations and Recommendations, as called for by Section VIII.C, about those definitions in its annual Audit Report.
- g) Review of CSMP Integration with the Clearinghouse:
 - (1) For each Reporting Period, each Injunctive Relief Distributor shall prepare a report summarizing the status of the Injunctive Relief Distributor's CSMP integration with the operation of the Clearinghouse ("*Clearinghouse Integration Report*"). The Monitor shall review each Injunctive Relief Distributor's Clearinghouse Integration Report, determine whether the information reflects substantial compliance with the requirements of Section XVII, and include any Observations and Recommendations in its annual Audit Report.
- G. Observations and Recommendations:

- 1. If the Monitor notes any areas for potential improvement during the course of the reviews conducted pursuant to the Injunctive Relief Terms, the Monitor shall include any such recommendations in the Audit Report. Collectively, any such questions, concerns or recommendations will be referred to as "Observations and Recommendations."
- H. Audit Reports:
 - 1. No later than one hundred and twenty (120) calendar days prior to the end of a Reporting Period and/or at any other time deemed reasonably necessary by the Monitor, the Monitor shall provide each Injunctive Relief Distributor with a draft report detailing any instances of substantial noncompliance with the applicable provisions of the Injunctive Relief Terms from the reviews in Section XVIII.F (the "*Draft Report*"). The Draft Report will also describe any Observations and Recommendations.
 - 2. Within thirty (30) calendar days of its receipt of the Draft Report, the Injunctive Relief Distributor will provide comments and responses to the Draft Report. The Injunctive Relief Distributor will, among other things:
 - a) Respond to each instance of substantial non-compliance, including, where appropriate, describing any corrective action taken (or to be taken).
 - b) Respond to each Observation and Recommendation.
 - 3. Within thirty (30) calendar days of its receipt of the Injunctive Relief Distributors' responses to the Draft Report, the Monitor shall provide a final report (the "*Audit Report*") to each Injunctive Relief Distributor and the State Compliance Review Committee. The Monitor shall provide the State Compliance Review Committee with a copy of an Injunctive Relief Distributor's response to the Draft Report.
 - 4. No action or lack of action by the Settling States regarding information received from the Monitor concerning an Injunctive Relief Distributor's conduct shall be considered affirmation, acceptance, or ratification of that conduct by the Settling States.
- I. Confidentiality:
 - 1. Materials and information provided by the Injunctive Relief Distributors to the Monitor that are designated "*Confidential*" (and any parts, portions, or derivations thereof) (the "*Confidential Information*") will be kept confidential and not be shown, disclosed, or distributed to any other party, including any other Injunctive Relief Distributor.
 - 2. The Monitor will not use materials or information received from one Injunctive Relief Distributor, or information or analysis developed using

the Confidential Information of an Injunctive Relief Distributor, in its assessment of any other Injunctive Relief Distributor. Because each Injunctive Relief Distributor operates pursuant to its own unique policies and procedures intended to comply with legal and other requirements of the Injunctive Relief Terms, the Monitor shall apply the standards of each Injunctive Relief Distributor to its reviews without preference to the practices or standards applied by any other Injunctive Relief Distributor.

- 3. If any of the Settling States or the Monitor receive a request for disclosure of any material or information created or shared under the Injunctive Relief Terms, pursuant to a Third Party Request, the Settling State or the Monitor, respectively, shall notify the Injunctive Relief Distributors of the Third Party Request and the Confidential Information to be disclosed so that the Injunctive Relief Distributors may seek a protective order or otherwise challenge or object to the disclosure. The Settling State or the Monitor will provide the Injunctive Relief Distributors with at least ten (10) days' advance notice before complying with any Third Party Request for Confidential Information, except where state law requires a lesser period of advance notice.
- 4. Nothing herein will be deemed to prevent any party from claiming any applicable exemption to the public information act, freedom of information act, public records act, or similar law.

XIX. ENFORCEMENT OF INJUNCTIVE RELIEF TERMS

- A. State Compliance Review Committee:
 - 1. Any Settling State may initiate a review of a Potential Violation consistent with the process set forth in Section XIX.
 - 2. The State Compliance Review Committee shall assign the Monitor the responsibilities set forth in Sections XIX.B.3 through XIX.B.7, regarding review of a Potential Violation and an opportunity to cure, except with respect to matters requiring interpretation of the Injunctive Relief Terms subject to Section XIX.C.2. The objective of the Monitor shall be to facilitate a resolution among the parties, providing an opportunity to cure, as applicable, for the party against whom a Potential Violation has been alleged.
 - 3. No less than six (6) months before the Monitor's term expires pursuant to Section XVIII, the State Compliance Review Committee and Injunctive Relief Distributors shall meet and confer in good faith to determine the parameters and processes for continued enforcement, consistent to the maximum extent possible with the provisions set forth in Section XIX, for the period after the Monitor's term has ended. Absent agreement between the State Compliance Review Committee and Injunctive Relief

Distributors, all provisions set forth in Section XIX involving the Monitor are excused after the Monitor's term has ended.

- 4. Should an Injunctive Relief Distributor allege in good faith that a Settling State or the Monitor has impaired the ability of the Injunctive Relief Distributor to meet the Injunctive Relief Terms, the Injunctive Relief Distributor may request the State Compliance Review Committee to mediate any dispute in an effort to avoid the time and expense of litigation regarding interpretation and enforcement of the Injunctive Relief Terms.
- B. Process for Review of Potential Violations and Opportunity to Cure:
 - 1. <u>Definition of "Potential Violation"</u>: A Potential Violation occurs when an Injunctive Relief Distributor is alleged to not be in substantial compliance with (i) the Injunctive Relief Terms or (ii) a Corrective Action Plan adopted consistent with the process set forth in Section XIX.B.7.
 - 2. <u>Submission of Notice of Potential Violation</u>. An allegation of a Potential Violation shall be submitted to the State Compliance Review Committee in writing by one or more Settling States ("*Notice of Potential Violation*" or "*Notice*") and shall include the following to the extent practicable:
 - a) Specification of the particular Injunctive Relief Term(s) and/or Corrective Action Plan(s) implicated by the Potential Violation;
 - b) Description of the Potential Violation with specificity;
 - c) The reasoning for and, if available, any documentation supporting the allegation that a Potential Violation has occurred, including whether the Potential Violation is a matter identified by the Monitor in an Audit Report; and
 - d) Description of the time-sensitivity of the Potential Violation, if relevant.
 - 3. <u>Assignment to Monitor</u>. The State Compliance Review Committee shall review every Notice. If the State Compliance Review Committee reasonably believes that further review is warranted, the State Compliance Review Committee shall forward the Notice to the Monitor. The Monitor shall ensure that the Injunctive Relief Distributor that is the subject of the Notice receives a copy of the Notice and a proposed schedule consistent with the process set forth in Sections XIX.B.4 and XIX.B.5.
 - 4. <u>Response to Notice of Potential Violation</u>. Within thirty (30) days of receipt of the Notice of Potential Violation, the Injunctive Relief Distributor that is the subject of the Notice shall provide a written response to the referring Settling State(s), the Monitor, and the State Compliance Review Committee. The response (a) shall set forth the

reasons the Injunctive Relief Distributor that is the subject of the Notice believes that it is in substantial compliance with the relevant Injunctive Relief Term(s) and/or Corrective Action Plan(s), and (b) as applicable, shall explain efforts undertaken to cure the Potential Violation and a schedule for completing the efforts to cure.

- 5. <u>Conference for Parties re Notice of Potential Violation</u>. The parties to the Notice shall meet or otherwise confer regarding the Potential Violation. The parties and the Monitor shall make themselves available for such a meeting (which may at any party's election be a virtual or technology-based meeting), provided, however, that the meeting is not required to take place sooner than fifteen (15) days after a written response to the Notice of Potential Violation.
- 6. Process for Previously-Submitted Notices of Potential Violation. At the request of the parties to a Notice, the Monitor shall determine whether the Notice implicates the same or similar issues as a previously submitted Notice or is a matter previously identified by the Monitor in an Audit Report involving the same party alleged to have engaged in a Potential Violation, and make an initial determination as to whether the issues needs to be addressed anew. The Monitor shall inform the Settling State and Injunctive Relief Distributor involved in the previous Notice or the subject of a matter previously identified by the Monitor in an Audit Report of its determination within five (5) business days of receipt of the Notice. The Settling State and Injunctive Relief Distributor shall have five (5) business days to object to the determination. If an objection is made, the Monitor shall respond to the objection within five (5) business days. If no objection is made, the party involved in the prior Notice may rely on the response to the previously submitted Notice or matter previously identified by the Monitor in an Audit Report and no further action shall be required.
- 7. <u>Monitor Resolution of Potential Violation and Opportunity to Cure</u>. Within thirty (30) days of the meeting pursuant to Section XIX.B.5, the Monitor, taking into consideration the submissions of the parties involved in the Notice and other information available to the Monitor, shall resolve the Notice as follows:
 - a) If the Monitor reasonably believes that a Potential Violation is not ongoing or has been substantially resolved as of thirty (30) days from the meeting pursuant to Section XIX.B.5, the Monitor shall provide written notice to the State Compliance Review Committee and the Settling State(s) and Injunctive Relief Distributor involved in the Notice.
 - b) If the Monitor reasonably believes that a Potential Violation is ongoing and has not been substantially resolved as of thirty (30) days from the meeting pursuant to Section XIX.B.5, the Monitor

shall provide written notice to the State Compliance Review Committee and the Settling State(s) and Injunctive Relief Distributor involved in the Notice and request that the Injunctive Relief Distributor prepare, within thirty (30) days of the receipt of such written notice, a Corrective Action Plan to remedy such Potential Violation, including a reasonable period for implementation of such plan. The Monitor may extend the period of time to submit a Corrective Action Plan up to ninety (90) days based on a reasonable request by the affected party.

- c) A Corrective Action Plan may address multiple Potential Violations, and an existing Corrective Action Plan may be amended to address additional Potential Violations.
- d) Within ten (10) business days of submission of a Corrective Action Plan regarding a Potential Violation, the Monitor shall confer with the State Compliance Review Committee and the Settling State(s) and Injunctive Relief Distributor involved in the Notice regarding the proposed Corrective Action Plan. The Monitor may recommend revisions in its discretion. The conference required by this paragraph may at any party's election be a virtual or technology-based meeting.
- e) Within thirty (30) days of the conference in Section XIX.B.7.d, the Monitor shall advise the State Compliance Review Committee and the Settling State(s) and Injunctive Relief Distributor involved in the Notice whether the Monitor has adopted the proposed Corrective Action Plan or whether the Monitor has adopted it after making modifications. The Monitor shall also set forth a reasonable period for implementation of any such plan that has been adopted. The Injunctive Relief Distributor that is subject to a Corrective Action Plan adopted by the Monitor must begin to comply with the Corrective Action Plan within five (5) business days of receiving notice of the Corrective Action Plan has been adopted, unless it seeks review by the State Compliance Review Committee pursuant to Section XIX.C.1.
- C. Enforcement Responsibilities of State Compliance Review Committee:
 - 1. The Settling State(s) or Injunctive Relief Distributor involved in a Notice may request the State Compliance Review Committee to review the resolution (including a resolution pursuant to Section XIX.B.7.a) and/or Corrective Action Plan adopted by the Monitor regarding that Notice. Any such request must be made within five (5) business days of a resolution or adoption of a Corrective Action Plan by the Monitor. The State Compliance Review Committee, taking into consideration the resolution by the Monitor, submissions of the Settling State(s) or Injunctive Relief

Distributor, and other information available to the Committee, shall within thirty (30) days of receipt of the request resolve the matter by written notice to the affected parties, which shall include the State Compliance Review Committee's reasoning in reaching its resolution. The State Compliance Review Committee may agree, disagree, or modify any resolution or Corrective Action Plan that it reviews. An Injunctive Relief Distributor that is subject to a Corrective Action Plan that is affirmed or affirmed as amended by the State Compliance Review Committee must within five (5) business days begin to comply with the Corrective Action Plan.

- 2. The State Compliance Review Committee shall review any issues raised by a Notice regarding the interpretation of the Injunctive Relief Terms at the request of the Settling State(s), Injunctive Relief Distributor involved in a Notice, or the Monitor. Such a request may be made at any time after the Notice's submission, and the request will not extend the timelines set forth in Sections XIX.B and XIX.C.1. The State Compliance Review Committee shall notify the Monitor, Settling State(s) and Injunctive Relief Distributor involved in the Notice of its determination. Settling States and Injunctive Relief Distributors do not waive their rights to challenge the interpretation of the Injunctive Relief Terms by the State Compliance Review Committee in any subsequent proceeding pursuant to Section XIX.E.2.
- 3. The State Compliance Review Committee may, independent of a Notice of Potential Violation, review requests by a Monitor, Settling State, or Injunctive Relief Distributor regarding the interpretation of the Injunctive Relief Terms. The State Compliance Review Committee shall notify the Monitor and requesting party of its interpretation, including the State Compliance Review Committee's reasoning in reaching its conclusion. Settling States and Injunctive Relief Distributors do not waive their rights to challenge the interpretation of the Injunctive Relief Terms by the State Compliance Review Committee in any subsequent proceeding pursuant to Section XIX.E.2.
- 4. The State Compliance Review Committee shall make available to all Settling States and Injunctive Relief Distributors any interpretation it issues pursuant to Sections XIX.C.2 and XIX.C.3.
- D. Composition of State Compliance Review Committee:
 - 1. A Settling State on the State Compliance Review Committee that is in active litigation with one or more of the Injunctive Relief Distributors, or in another potential conflict of interest involving compliance with Controlled Substances laws and regulations, may not serve on the State Compliance Review Committee for matters involving the affected Injunctive Relief Distributor, and the remaining Settling States on the

State Compliance Review Committee shall within five (5) business days select an alternate Settling State as a replacement.

- 2. If the affected state on the State Compliance Review Committee disputes that it has a disqualifying active litigation or other conflict of interest, the determination of whether that state has a conflict disqualifying it from serving on the State Compliance Review Committee shall be made by the remaining states on the State Compliance Review Committee.
- E. Enforcement Actions:
 - 1. Any written notice or resolution by the State Compliance Review Committee regarding the matters set forth in Sections XIX.B and XIX.C shall provide the State Compliance Review Committee's assessment of the matter but will not be an official opinion of any individual Settling State.
 - 2. Following the issuance of a written notice or resolution of the State Compliance Review Committee pursuant to Section XIX.C, a Settling State or Injunctive Relief Distributor may take whatever action it deems necessary related to the written notice or resolution issued by the State Compliance Review Committee, provided that the Settling State or Injunctive Relief Distributor is either (a) the Settling State that sought review by the State Compliance Review Committee, or (b) the Injunctive Relief Distributor that is the subject of the Potential Violation at issue. Such action may include but is not limited to bringing an action to enforce the settlement agreement, filing a new original action, or, the parties to a Notice attempting to negotiate a Corrective Action Plan directly with each other.
 - 3. The Settling States agree that prior to taking any court or administrative action, other than an action that is necessary to address an immediate threat to the health, safety, or welfare of the citizens of the Settling State, or that a public emergency requiring immediate action exists, it will follow the process outlined in Sections XIX.B and XIX.C.
 - 4. A Settling State or Injunctive Relief Distributor must bring a court or administrative action within six (6) months of any resolution of the State Compliance Review Committee, unless the alleged violation is also an independent violation of state or federal law, or an action that a Settling State concludes is necessary to address an immediate threat to the health, safety, or welfare of the citizens of the State, or that a public emergency requiring immediate action exists, in which cases, the applicable statute of limitations (if any) for sovereign actions shall apply.

EXHIBIT Q

Illustrative Examples of Prepayments

Example 1

Gross Settlement Prepayment: \$3,000,000

Settlement Prepayment Reduction Schedule: Reduce amounts paid for each of Payment Years 8, 13, and 18 by \$1,000,000

Net Settlement Prepayment Amount (assumes discount rate of five percent (5%)): \$2,591,513 (\$863,838 for each of Payment Years 5, 10, and 15)

Payment Year	Initial Settlement Payment Schedule	Settlement Prepayment Reduction (-)	Net Settlement Prepayment (+)	Revised Settlement Payment Schedule
1	\$1,000,000			\$1,000,000
2	\$1,000,000			\$1,000,000
3	\$1,000,000			\$1,000,000
4	\$1,000,000			\$1,000,000
5	\$1,000,000		\$863,838	\$1,863,838
6	\$1,000,000			\$1,000,000
7	\$1,000,000			\$1,000,000
8	\$1,000,000	\$1,000,000		\$0
9	\$1,000,000			\$1,000,000
10	\$1,000,000		\$863,838	\$1,863,838
11	\$1,000,000			\$1,000,000
12	\$1,000,000			\$1,000,000
13	\$1,000,000	\$1,000,000		\$0
14	\$1,000,000			\$1,000,000
15	\$1,000,000		\$863,838	\$1,863,838
16	\$1,000,000			\$1,000,000
17	\$1,000,000			\$1,000,000
18	\$1,000,000	\$1,000,000		\$0
Total	\$18,000,000	\$3,000,000	\$2,591,513	\$17,591,513

Example 2

Gross Settlement Prepayment: \$3,000,000

Settlement Prepayment Reduction Schedule: Reduce amounts paid for each of Payment Years 4, 9, and 14 by \$1,000,000

Net Settlement Prepayment Amount (assumes discount rate of five percent (5%)): \$2,857,143 (\$952,381 for each of Payment Years 3, 8, and 13)

Payment Year	Initial Settlement Payment Schedule	Settlement Prepayment Reduction (-)	Net Settlement Prepayment (+)	Revised Settlement Payment Schedule
1	\$1,000,000			\$1,000,000
2	\$1,000,000			\$1,000,000
3	\$1,000,000		\$952,381	\$1,952,381
4	\$1,000,000	\$1,000,000		\$0
5	\$1,000,000			\$1,000,000
6	\$1,000,000			\$1,000,000
7	\$1,000,000			\$1,000,000
8	\$1,000,000		\$952,381	\$1,952,381
9	\$1,000,000	\$1,000,000		\$0
10	\$1,000,000			\$1,000,000
11	\$1,000,000			\$1,000,000
12	\$1,000,000			\$1,000,000
13	\$1,000,000		\$952,381	\$1,952,381
14	\$1,000,000	\$1,000,000		\$0
15	\$1,000,000			\$1,000,000
16	\$1,000,000			\$1,000,000
17	\$1,000,000			\$1,000,000
18	\$1,000,000			\$1,000,000
Total	\$18,000,000	\$3,000,000	\$2,857,143	\$17,857,143

EXHIBIT R

Agreement on Attorneys' Fees, Expenses and Costs

This Agreement on Attorneys' Fees, Expenses and Costs ("*Fee Agreement*") is entered between McKesson Corporation, Cardinal Health, Inc., and AmerisourceBergen Corporation (collectively, the "*Settling Distributors*"), and the Plaintiffs' Executive Committee appointed in the multidistrict litigation in the Northern District of Ohio, National Prescription Opiate Litigation, No. 1:17-MD-2804 ("*MDL PEC*"), in connection with the Distributor Settlement Agreement ("*Distributor Agreement*"). This Fee Agreement becomes effective on the Effective Date of the Distributor Agreement or the date that the Consent Judgments anticipated under the Distributor Agreement become final in 25 Settling States (whichever is later). However, costs specified in <u>Sections II.I</u> and <u>II.I.4</u> of this Fee Agreement that are to be funded pre-Effective Date by the Settling Distributors are effective upon agreement in writing with the Settling Distributors.

I. Definitions.

A. This Fee Agreement incorporates all defined terms in the Distributor Agreement, unless otherwise defined herein, and shall be interpreted in a manner consistent with the Distributor Agreement.

B. *"Attorney.*" Any of the following retained through a legal contract: a solo practitioner, a multi-attorney law firm, or other legal representative of a Participating Subdivision.

C. *"Attorney Fee Fund."* An account consisting of funds allocated to pay attorneys' fees approved pursuant to <u>Section II</u> of this Fee Agreement established by Order of, and under the ongoing jurisdiction of, the MDL Court, as provided below.

D. *"Common Benefit Fund."* The sub fund of the Attorney Fee Fund described in <u>Section II.C.</u>

E. *"Contingency Fee Fund."* The sub fund of the Attorney Fee Fund described in <u>Section II.D.</u>

F. *"Cost and Expense Fund Administrator."* The administrator appointed by the MDL Court to administer the MDL Expense Fund and Subdivision Cost Fund as provided in the Fee Agreement.

G. "Cost Funds." Collectively, the MDL Expense Fund and Subdivision Cost Fund.

H. *"Fee Entitlement."* Any right, entitlement or expectation, including but not limited to a fee contract, contingent fee contract, agreement, referral arrangement, co-counsel arrangement, State Back-Stop Agreement, or any other arrangement by which counsel could receive compensation or other consideration.

I. *"Fee Panel."* The three-person panel appointed by the MDL Court to administer the Attorney Fee Fund and its sub funds as provided in the Fee Agreement.

J. *"Litigating Subdivision Cost Fund."* The cost fund described in <u>Section II.E</u> herein.

K. *"MDL Court.*" United States District Court for the Northern District of Ohio Eastern Division, Case No. 1:17-md-2804, Judge Dan Aaron Polster.

L. "MDL Expense Fund." The cost fund described in <u>Section II.F</u> below.

M. "MDL PEC." The Plaintiffs' Executive Committee appointed by the MDL Court.

N. *"Non-Participating Litigating Subdivision."* A Litigating Subdivision that is not a Participating Subdivision.

O. *"Participating Litigating Subdivision."* A Litigating Subdivision that is also a Participating Subdivision.

P. *"Participation Agreement."* An agreement executed by an Attorney that acknowledges the obligation to pay an appropriate MDL Common Benefit Assessment.

Q. *"Qualifying Representation.*" Legal services provided for representation of a Participating Litigating Subdivision regarding Released Claims against Released Entities.

R. *"State Back-Stop Agreement.*" Any agreement by a Settling State and private counsel for Participating Subdivisions in that State (or legislation enacted in that State) to provide, adjust, or guarantee attorneys' fees and costs, whether from the Attorney Fee Fund or any other source recognized in the agreement or legislation.

II. Fees and Costs.

A. Total Attorneys' Fees and Costs.

1. Total attorneys' fees and costs to be paid by Settling Distributors to Attorneys in each of the relevant Payment Years under this Fee Agreement shall be up to the following amounts, subject to the provisions set forth below, including with respect to the division of the Attorney Fee Fund into its sub funds:

	Attorney Fee Fund (Contingency Fee Fund and Common Benefit Fund)	MDL Expense Fund	Litigating Subdivision Cost Fund
Payment Year 1	\$136,044,378.70	\$40,384,615.39	\$40,000,000
Payment Year 2	\$150,934,911.25		\$40,000,000
Payment Year 3	\$270,825,443.80		\$40,000,000
Payment Year 4	\$183,625,739.68		

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Payment Year 5	\$183,625,739.69	
Payment Year 6	\$183,625,739.69	
Payment Year 7	\$183,625,739.69	

2. The sub funds within the Attorney Fee Fund shall include the Common Benefit Fund and the Contingency Fee Fund. The Cost Funds shall include the MDL Expense Fund, and the Litigating Subdivision Cost Fund. The State Counsel Fee Fund and the State Cost Fund shall be separate funds under the control of the Settling States.

3. The Contingency Fee Fund and the Common Benefit Fund shall be administered by a Fee Panel to be appointed by the MDL Court that will be governed by the provisions of this Fee Agreement and shall design the process and procedures for the allocation of fees pursuant to this Fee Agreement and the MDL Court's Order. The Cost Funds shall be administered by the Cost and Expense Fund Administrator to be appointed by the MDL Court who will be governed by the provisions of this Fee Agreement and shall design the process and procedures for the allocation of costs pursuant to this Fee Agreement and the MDL Court's Order.

4. The fees and costs to be paid under this Fee Agreement are available for Attorneys engaged in Qualifying Representations only. Fees and costs to be paid under this Fee Agreement are not available prior to the Effective Date of the Distributor Agreement or if the Distributor Agreement does not proceed past the Settling Distributors' determination in Section VIII.A of the Distributor Agreement. Fees and costs to be paid under this Fee Agreement are not available for representation of Non-Participating Subdivisions or Non-Litigating Subdivisions and are not available for representation of private hospitals, third-party payors, NAS claimants, personal injury/wrongful death claimants, or any entity other than Participating Litigating Subdivisions. In addition, fees and costs under this Fee Agreement are not available for representation of any individual or entity in matters other than those claims against Released Entities, but may include a reasonable share of representations that involve development of facts for pursuit of opioid-related claims against multiple defendants in the pharmacy, manufacturing, and distribution chain.

5. Payments due to the Attorney Fee Fund and the Cost Funds from the Settling Distributors under this <u>Section II</u> will be allocated among the Settling Distributors as follows: McKesson — 38.1%; Amerisource — 31.0%; Cardinal — 30.9%. A Settling Distributor's sole responsibility for payments under this Fee Agreement shall be to make its share of each payment. The obligations of the Settling Distributors in this Fee Agreement are several and not joint. No Settling Distributor shall be responsible for any portion of another Settling Distributor's share.

B. Attorney Fee Fund and Sub Funds.

1. There shall be a split of the Attorney Fee Fund into the Contingency Fee Fund and the Common Benefit Fund. The split shall be 40% to the Contingency Fee Fund and 60% to the Common Benefit Fund.

2. In no event shall Settling Distributors be required to pay more into the Attorney Fee Fund in any Payment Year than the maximum amount specified for that Payment Year in <u>Section II.A.1</u>, which amounts are reflected in Exhibit M to the Distributor Agreement. The amounts allocated to the Contingency Fee Fund and the Common Benefit Fund set by the Fee Panel shall be subject to the reductions and offsets set forth below.

3. Awards of fees from the Contingency Fee Fund shall be available to Attorneys with Qualifying Representations of Participating Litigating Subdivisions eligible to receive an allocation under the Distributor Agreement, as set forth in Exhibit G to the Distributor Agreement, and shall be made applying the Mathematical Model attached as <u>Exhibit A</u> to this Fee Agreement (*"Mathematical Model"*). The collection of the data and calculations for the Mathematical Model has been a cooperative effort among private counsel for a large number of Litigating Subdivisions. The analysis has been spearheaded by Joseph Tann and Andrew Arnold. The Fee Panel is encouraged to continue working with those counsel in application of the Model. The Fee Panel shall oversee the application of the Model and resolve any questions or disputes concerning the eligibility of an Attorney to participate as required in <u>Section II.G</u>. The Panel is empowered to hear disputes concerning and ensure the accuracy of the mathematical calculation.

4. As to awards from the Contingency Fee Fund, there shall be no right of appeal.

5. Any appeal of an award of the Fee Panel from the Common Benefit Fund will be made to the MDL Court and be reviewed under an abuse of discretion standard.

C. Common Benefit Fund. (60% of the Attorney Fee Fund.)

1. Funds in the Attorney Fee Fund shall be allocated to the Common Benefit Fund according to the schedule set forth below, subject to the adjustments described in <u>Section II.C.5.</u> The payments are to be made on the following yearly schedule, subject to the adjustments set forth below:

Payment Year 7 Total:	\$110,175,443.79 \$775,384,615.41
Payment Year 6	\$110,175,443.79
Payment Year 5	\$110,175,443.79
Payment Year 4	\$110,175,443.79
Payment Year 3	\$162,495,266.28
Payment Year 2	\$90,560,946.75
Payment Year 1	\$81,626,627.22

2. The Common Benefit Fund shall be available to compensate Attorneys engaged in Qualifying Representations of Participating Litigating Subdivisions who:

a. have performed work for the common benefit of all subdivisions pursuant to the guidelines established by Judge Polster set forth in MDL 2804 and the Order dated June 19, 2018, under docket number 636, which is included herein by reference; and

b. satisfy the eligibility criteria set forth in <u>Section II.G</u>.

For purposes of Common Benefit Fund distribution, notwithstanding <u>Section II.A.4</u> above, Attorneys representing Tribal Nations litigating against the Settling Distributors that have reached a settlement for Released Claims with Settling Distributors and/or Released Entities and meet the eligibility criteria in <u>Section II.G</u> shall be eligible.

3. The Common Benefit Fund shall be overseen by the Fee Panel, which shall determine the allocation of funds to eligible Attorneys consistent with this Fee Agreement and the June 19, 2018 Order.

4. In assessing the benefits that an Attorney has conferred to Participating Subdivisions (including non-Litigating Subdivisions) and/or Tribal Nations for purposes of any compensation decision, the Fee Panel shall give significant weight to the extent to which (i) the Attorney and his or her clients have contributed to increasing (or reducing) the Initial Participation Tier achieved through participation in the Distributor Agreement; (ii) the Attorney and his or her clients have contributed to increasing (or reducing) the amounts achieved under Incentive Payments A-D through participation in the Distributor Agreement; and (iii) the Attorney and his or her clients have contributed to the potential triggering of any suspension, reduction, or offset of Payment amounts under the Distributor Agreement. The Fee Panel may also consider additional fee recoveries the Attorney may potentially obtain, including, but not limited to, from State Back-Stop Agreements, representations of States or Tribal Nations, representations of other clients in opioids-related matters, or through the representation of Subdivision clients, whether they participated in the Distributor Agreement or not. It is the intent of this provision to recognize that the goal of the Distributor Agreement is to provide for maximum participation by the Subdivisions, maximum abatement funding for all Subdivisions nationally, and the maximum peace for Released Entities. Therefore, representing a Non-Participating Subdivision does not further the goal of the Distributor Agreement and should not be considered Common Benefit because it does not increase funds available to Participating Subdivisions' abatement programs. Representing Later Litigating Subdivisions is antithetical to the Distributor Agreement, detracts from Common Benefit, and is addressed by the ethics opinion discussed in Section II.I.4. The Fee Panel shall consider this concept of "common detriment" set forth in this Section II.C.4 in all of its decisionmaking with respect to the allocation of the Attorney Fee Fund among Attorneys, as well as, in its discretion, any offsets provided to Settling Distributors as set forth in Section II.C.6. The Fee Panel shall consider the totality of the Attorney's Participating Litigating Subdivisions as compared to the Attorney's Non-Participating Litigating

Subdivisions; the Parties recognize that, although the goal is for 100% participation, Attorneys with a higher number of clients have a higher probability of having one or more Non-Participating Litigating Subdivision client. As used in this <u>Section II.C.4</u>, "*client*" or "*representing*" a Subdivision shall include any Litigating Subdivision as to which the Attorney has a Fee Entitlement.

5. As set forth in <u>Section II.C.6</u>, the Fee Panel must consider the factors described in <u>Section II.C.4</u> to determine how and whether to reduce the amounts to be paid by Settling Distributors under this Fee Agreement and to determine how to allocate funds among Attorneys. They may also, at their discretion, consider other factors. Any reduction in payment obligation or credit to be given a Settling Distributor in this Fee Agreement shall be applied against Payment Year 7 and working backwards. Any reduction to an Attorney not credited to Settling Distributors shall be allocated to attorneys whose Litigating Subdivision clients participated in the settlement by the Initial Participation Date.

6. The amounts to be provided as a credit or offset to Settling Distributors from the Common Benefit Fund shall depend on the relevant Participation Tier achieved, set forth in Exhibit H of the Distributor Agreement, as follows:

a. At Participation Tier 1 or below, the Common Benefit Fund payments to be paid by Settling Distributors shall be reduced as follows:

(i) With respect to any Attorney seeking payment from the Common Benefit Fund, the Fee Panel shall compare the aggregate allocation that Participating Litigating Subdivisions with which the Attorney has a Fee Entitlement would receive using the negotiating class allocation metrics with the aggregate amount that all Litigating Subdivisions (Participating and Non-Participating) with which the Attorney has a Fee Entitlement would receive using the negotiating class allocation metrics, provided that only Litigating Subdivisions in Settling States shall be considered for this ratio. The Fee Panel will multiply the amount to be paid to that Attorney from the Common Benefit Fund by that ratio, reduce the Attorney's award by a maximum reduction of 15%, and the dollar amount of such reduction shall be deducted, dollar-fordollar, from the amount owed by Settling Distributors to the Common Benefit Fund of the Attorney Fee Fund.

(ii) In the event that any Non-Participating Subdivision that is (a) under the jurisdiction of the MDL Court or (b) represented by an Attorney that is obligated to pay into the MDL Common Benefit Fund pursuant to a Participation Agreement, an order of the MDL Court, or any other arrangement settles with or wins a judgment against a Released Entity separate from the Distributor Agreement, and such settlement or judgment results in a common benefit fee assessment or fee payment into the MDL Common Benefit Fund during the time of Settling Distributors' obligation to pay fees under this Fee Agreement, Settling Distributors' obligation to pay into the Common Benefit Fund shall be reduced dollarfor-dollar for any amount of such fee assessments or payments (in the aggregate based on all reductions in this <u>Section II.C.6.a.ii</u> that exceed the reductions in <u>Section II.C.6.a.i</u>).

(iii) For the avoidance of doubt, in Tier 1 for each settlement or judgment with the Settling Distributors that results in an assessment or payment to the MDL Common Benefit Fund, that payment shall result in an offset for the Settling Distributors, unless the assessment or payment occurs after the Payment Date for Year 7.

b. At Participation Tier 2, the Common Benefit Fund payments to be made by Settling Distributors shall be reduced only as follows:

(i) Reduction by the Fee Panel. With respect to all Attorneys making an application that seeks payment from the Common Benefit Fund, the Fee Panel shall, following a determination that an Attorney is eligible under Section II.G, apply the criteria specified in Section II.C.4 in determining whether the lack of participation by Subdivisions with which an Attorney has a Fee Entitlement has resulted in a reduction in the Participation Tier achieved, reduction in benefit to Participating Subdivisions as a result of reductions in Incentive Payments A-D, and/or potential triggering of a suspension, reduction or offset under the Distributor Agreement. If the Fee Panel concludes that such a reduction has occurred, it must consider (1) the relative size of the Non-Participating Subdivision, as adjusted by the severity measures reflected in Exhibit H (governing the Participation Tiers) of the Distributor Agreement, and the impact of its non-participation on the Distributor Agreement as a whole (including amounts of Incentive Payments and triggering of suspensions, reductions or offsets); (2) whether and by how much the payment to the Attorney from the Common Benefit Fund should be reduced as a result of the impact of such non-participation on Participating Subdivisions; and (3) whether some or all of said reduction should revert to Settling Distributors due to the reduction in peace obtained from the Distributor Agreement. Consideration of the factors discussed in this Section II.C.6.b.i and Section II.C.4 is mandatory. The decision whether to (and by how much to) reduce payments by Settling Distributors or to reduce the payment to any Attorney based on the factors in Section II.C.4 shall be in the sole discretion of the Fee Panel.

(ii) Offsets.

(1) In the event that any Non-Participating Subdivision that is (a) under the jurisdiction of the MDL Court or (b) represented by an Attorney that is obligated to pay into the MDL Common Benefit Fund pursuant to a Participation Agreement, an order of the MDL Court, or any other arrangement settles with or wins a judgment against a Released Entity separate from the Distributor Agreement, and such settlement or judgment results in a common benefit fee assessment or fee payment into the MDL Common Benefit Fund during the time of Settling Distributors' obligation to pay Common Benefit Fees under this Fee Agreement, Settling Distributors' obligation to pay into the Common Benefit Fund shall be reduced dollar-for-dollar up to the amount of the fee assessment or payment, except that such amount shall be capped at 7.5% of the amount of the settlement or judgment. Such reduction shall be taken first from Payment Year 7 of Settling Distributors' payments to the Common Benefit Fund of the Attorney Fee Fund up to the full amount of Settling Distributors' payment obligation in Payment Year 7, then from Payment Year 6, and so on.

(2) For the avoidance of doubt, for each settlement or judgment with the Settling Distributors that results in an assessment or payment to the MDL Common Benefit Fund, that payment shall result in an offset for the Settling Distributors, unless the assessment or payment occurs after the Payment Date for Payment Year 7.

c. At Participation Tier 3, the reductions to the Attorney Fee Fund shall be the same as set forth in <u>Section II.C.6.b</u>, except that the cap on each offset shall be 5% of the amount of such settlement or judgment.

d. At Participation Tier 4, there shall be no reductions to the Settling Distributors' obligations to make payment into the Common Benefit Fund, but the principles set forth in <u>Section II.C.4</u> shall continue to apply.

D. *Contingency Fee Fund.* (40% of the Attorney Fee Fund.)

1. Funds from the Attorney Fee Fund shall be allocated to the Contingency Fee Fund on the following yearly schedule, subject to the adjustments set forth below:

Payment Year 1	\$54,417,751.48
Payment Year 2	\$60,373,964.50
Payment Year 3	\$108,330,177.52
Payment Year 4	\$73,450,295.88
Payment Year 5	\$73,450,295.88
Payment Year 6	\$73,450,295.88
Payment Year 7	\$73,450,295.88
Total:	\$516,923,077.32

2. The Contingency Fee Fund shall be available to compensate Attorneys engaged in Qualifying Representations of Participating Litigating Subdivisions that meet the criteria set forth in <u>Section II.G</u>.

3. The Contingency Fee Fund shall be available to Attorneys who:

a. represent Litigating Subdivisions that are Participating Subdivisions, whether their actions are filed in state or federal court; and

b. meet the eligibility criteria of <u>Section II.G</u>.

c. Participation in the Contingency Fee Fund by counsel that have a case that is not subject to the jurisdiction of the MDL Court shall not create, provide, or waive jurisdiction of the MDL Court over that Litigating Subdivision, that case or Attorneys, other than to oversee the fairness of the distribution process, and enforcement of this Fee Agreement.

4. The amounts owed by Settling Distributors to the Contingency Fee Fund shall depend on the relevant Participation Tier set forth in Exhibit H of the Distributor Agreement as follows:

a. At Participation Tiers 1, 2 and 3, the Contingency Fee Fund payments shall be reduced as follows:

(i) For Non-Settling States, the Contingency Fee Fund payments shall first be reduced by the amounts identified by the Fee Panel, pursuant to <u>Section II.H.6</u>, that would have been owed to counsel for Litigating Subdivisions in Non-Settling States, had those States and those Litigating Subdivisions been Settling States and Participating Subdivisions.

(ii) Following the calculation in <u>Section II.D.4.a.i</u>, the Contingency Fee Fund payments shall be reduced to reflect the nonjoinder of Litigating Subdivisions in Settling States by subtracting the amounts identified by the Fee Panel, pursuant to <u>Section II.H.6</u>, that would have been owed to counsel for Non-Participating Litigating Subdivisions in Settling States had such Litigating Subdivisions been Participating Subdivisions.

b. At Participation Tier 4, there shall be no reductions in the Contingency Fee Fund.

c. In the event that the Settling Distributors, prior to the Effective Date of the Distributor Agreement, settle with any Litigating Subdivision and, under such settlement agreement pay attorneys' fees, the Fee Panel shall treat those Litigating Subdivisions as Participating Litigating Subdivisions and, applying the same criteria applicable to all Attorneys for Participating Litigating Subdivisions, determine what amount they would have been paid from the Contingency Fee Fund if they had become Participating Subdivisions under the Distributor Agreement without such prior settlement. That sum, rather than being paid to the Attorney for the previously settled Litigating Subdivision, shall be credited and/or returned to the Settling Defendants as if determined under <u>Section</u> <u>II.D.4.a.ii</u> above, except that such credit shall not be greater than the amount to the Attorneys paid under the Litigating Subdivision's prior settlement agreement.

E. Litigating Subdivision Cost Fund.

1. The Settling Distributors shall pay \$120,000,000 into the Subdivision Cost Fund, according to the schedule set forth below:

Payment Year 1	\$40,000,000
Payment Year 2	\$40,000,000
Payment Year 3	\$40,000,000

2. The Litigating Subdivision Cost Fund shall be available to compensate Attorneys for costs and expenses arising out of representation of Participating Litigating Subdivisions or to compensate Participating Litigating Subdivisions for direct in-house costs for expenditures related to their litigation against the Settling Distributors, including the cost of in-house employees. No funds in the Litigating Subdivision Cost Fund may be used to compensate the costs incurred by Non-Participating Subdivisions or Non-Litigating Subdivisions or costs and expenses arising out of representation of any such Subdivision. In allocating the Litigating Subdivision Cost Fund, the Administrator shall not allocate any funds for costs incurred after July 21, 2021.

3. During the period between July 21, 2021, and the Effective Date, the MDL PEC, as well as Litigating Subdivisions eligible to claim costs from the Litigating Subdivision Cost Fund shall make best efforts to cease litigation activity against Settling Distributors, including by jointly seeking stays or severance of claims against the Settling Distributors, where feasible, or postponements if a motion to stay or sever is not feasible or is denied, so long as such actions are not otherwise detrimental to the Litigating Subdivision.

4. In the event that the Settling Distributors, prior to the Effective Date of the Distributor Agreement, settle with any Litigating Subdivision and, under such settlement agreement pay costs to the Litigating Subdivision or its Attorney, the MDL Cost and Expense Fund Administrator shall treat those Litigating Subdivisions as Participating Litigating Subdivisions and, using the same criteria applicable to all applicants to the Subdivision Cost Fund, determine what amount in costs the Litigating Subdivision or its Attorney would have been paid from the Litigating Subdivision Cost Fund if it had settled under the Distributor Agreement. That sum, rather than being paid to the Attorney or the previously settling Litigating Subdivision, shall be credited and/or returned to the Settling Defendants, except that such sum shall not be greater than the amount paid under the previously settled Litigating Subdivision's settlement agreement.

5. The MDL Court shall appoint a Cost and Expense Fund Administrator, who shall develop a process and criteria, with input from participating counsel, by which to (a) determine the distribution of amounts from the MDL Expense Fund in pursuit of the claims against Settling Distributors; and (b) receive and evaluate applications from Participating Litigating Subdivisions, whether filed in Federal Court or State Court, to seek reimbursement from the Litigating Subdivision Cost Fund for eligible costs under <u>Section II.E.2</u> in pursuit of the claims against the Settling Distributors. The Cost and Expense Fund Administrator shall require transparency from all applicants as to any other

6. In the event that the total amount of reimbursements from the Litigating Subdivision Cost Fund approved as reasonable by the Cost and Expense Administrator is less than the \$120,000,000, any remaining funds shall revert to the Settling Distributors.

sources for compensating Attorneys for Litigating Subdivisions for costs incurred. The

F. MDL Expense Fund.

1. In Payment Year 1 of the Distributor Agreement, the Settling Distributors shall pay the following amount into the MDL Expense Fund:

Cost and Expense Fund Administrator shall be compensated from the Fund.

MDL Expense Fund	\$40,384,615
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2. The MDL Expense Fund shall be released following the Effective Date of this Fee Agreement without any delay to reimburse the MDL Counsel for an agreed-to portion of the expenses incurred, as approved by the Cost and Expense Fund Administrator. The MDL Expense Fund will be paid directly to the MDL Cost Account, set up by MDL Order and will be administered under the ongoing jurisdiction of the MDL Court, as provided below. No funds may be used to compensate the costs incurred by Non-Participating Subdivisions or to compensate any Attorney for costs incurred in representing one or more Non-Participating Subdivisions.

3. In allocating the MDL Expense Fund, the Administrator shall not allocate any funds for costs incurred after July 21, 2021, unless the Administrator determines that there are sufficient funds to cover all subdivision costs incurred prior to July 21, 2021 and that special circumstances exist to justify costs incurred following the public announcement of the Distributor Agreement.

G. Eligibility.

1. It is the intention of all parties participating in the Fee Panel process that there should be total transparency to the Fee Panel and to all fund participants. In connection with the process to be developed by the Fee Panel, any and all monies in attorney's fees, including referral fees, expenses paid, promises for payment, or any other Fee Entitlement, to any applicant in any opioid litigation shall be disclosed to the Fee Panel as a condition of participating in the Attorney Fee Fund and prior to an award from the Fee Panel. Any payment, expectation of payment or perceived entitlement to participate in a State Back-Stop Agreement or any other agreement reached with a Settling State or any Subdivision or any other source regarding payment of fees must be disclosed to the Fee Panel. Similarly, any right to payment from any other fund, for example a fund for payment to lawyers representing Settling States or Tribal Nations or Subdivisions shall be disclosed to the Fee Panel. Because it is anticipated that there will be multiple firms listed on contingent fee agreements with Litigating Subdivisions, the Fee Panel shall establish procedures, with input from Attorneys for Participating Litigating Subdivisions, for who should petition for fees from such groups and to whom the fee shall be paid and thereafter distributed to co-counsel in accordance with applicable agreements. For the avoidance of doubt, all Attorneys that are part of such groups must meet the eligibility criteria in <u>Section II.G</u>, must be subject to the criteria set forth in Section II.C.4, and must be disclosed to the Fee Panel.

2. An Attorney may apply for and recover attorneys' fees from the Common Benefit Fund, the Contingency Fee Fund, and the Litigating Subdivision Cost Fund and any fund created by a past or future State Back-Stop Agreement, provided the Attorney satisfies the requirements relevant to each such fund and requirements for disclosure to the Fee Panel.

3. An Attorney may not receive any payment from the Attorney Fee Fund (which includes both the Contingency Fee Fund and the Common Benefit Fund) unless the following eligibility criteria are met and annually certified by the Attorney:

The Attorney must expressly waive the enforcement against the a. Litigating Subdivision client of all Fee Entitlements (other than under State Back-Stop Agreements) arising out of or related to any or all Qualifying Representations of any Participating Litigating Subdivision prior to applying for attorneys' fees from the Attorney Fee Fund or costs from the Cost Funds. All applications for attorneys' fees or costs under this Fee Agreement shall include an affirmation by the Attorney of such waiver and notice to the client(s) of such waiver. Such waiver shall not preclude the Attorney from submitting such Fee Entitlements to the Fee Panel as a factor for consideration in allocating payments from the Attorney Fee Fund or in connection with a State Back-Stop Agreement. For the avoidance of doubt, no Attorney may recover fees under this Fee Agreement unless the Attorney expressly agrees not to enforce Fee Entitlements as to each and every Participating Litigating Subdivision represented by that Attorney, but such Attorneys may participate in and receive funds from a State Back-Stop Agreement.

b. The Attorney must represent that s/he has no present intent to represent or participate in the representation of any Later Litigating Subdivision or any Releasor with respect to Released Claims against Released Entities.

c. The Attorney must represent that s/he has not and will not engage in any advertising or solicitation related to Released Claims against Released Entities where such advertising or solicitation relates to a representation that the Attorney could not undertake consistent with the ethics opinion referenced in Section II.I.4. d. The Attorney must represent s/he will not charge or accept any referral fees for any Released Claims brought against Released Entities by Later Litigating Subdivisions. For the avoidance of doubt, this representation shall not prohibit Attorneys from receiving allocated shares of any future common benefit assessments arising out of settlements or judgments with Later Litigating Subdivisions represented by other Attorneys that are the result of the MDL Court's Common Benefit order.

e. The Attorney may not have and must represent that s/he does not have a Fee Entitlement related to a Later Litigating Subdivision.

f. The Attorney must certify that s/he has reviewed the ethics opinion referenced in <u>Section II.I.4</u> and will act in conformity with such opinion.

g. The Attorney must fully disclose the participation, or the anticipation of participation, in any agreement with a Settling State or Participating Subdivision concerning fees arising out of or related to the Distributor Agreement, including any fees paid or anticipated to be paid or any State Back-Stop Agreement.

h. The Attorney must identify for the Fee Panel whether s/he utilized state litigation work product or MDL work product, including but not limited to ARCOS data, document repositories, experts developed in the MDL, and deposition transcripts. The Attorney must identify whether s/he signed the MDL Participation Agreement, and for which case(s) it was signed.

i. Any Attorney who applies for fees from one or both Funds must represent that, having exercised his/her independent judgment, s/he believes the Distributor Agreement to be fair and will make or has made best efforts to recommend the Distributor Agreement to his or her Subdivision clients in Settling States. For the avoidance of doubt, each Attorney is expected to exercise his or her independent judgment in the best interest of each client individually before determining whether to recommend joining the settlement. All applications for attorneys' fees or costs under this <u>Section II</u> shall include an affirmation by the Attorney in compliance with this Section II.G.

4. No Attorney receiving fees under this Fee Agreement may apply for or recover from the Attorney Fee Fund fees arising from representing a Non-Settling State or a Non-Participating Subdivision. All applications for attorneys' fees under this <u>Section II</u> shall include an affirmation by the Attorney of compliance with this <u>Section II</u>.

5. An Attorney who has filed an application under this <u>Section II</u> and received an award of attorneys' fees shall provide a certification of compliance this Fee Agreement annually during the years upon which they are still entitled to receive attorneys' fee payments.

6. If, at any time, the Attorney is unable to make the representations set forth in this <u>Section II.G.3</u>, such representations become untrue, or the Attorney falsely

represents compliance with the eligibility criteria, the Attorney shall cease to be eligible to receive funds from the Attorney Fee Fund until further review by the Fee Panel of the Attorney's eligibility under and compliance with this <u>Section II</u>.

7. If an Attorney has a Fee Entitlement from a Later Litigating Subdivision or otherwise becomes unable to reaffirm compliance with the eligibility criteria set forth above, the Attorney shall notify Settling Distributors and the Fee Panel. For the avoidance of doubt, any Attorney who undertakes any new representation of, or has a Fee Entitlement to, a Later Litigating Subdivision shall be prohibited from receiving any future funds from the Attorney Fee Fund. If an Attorney fails to notify Settling Distributors and the Fee Panel of such Fee Entitlement to a Later Litigating Subdivision, the Attorney shall be required to refund amounts previously paid.

8. In the event that an Attorney is deemed ineligible by the Fee Panel (whether based on its initial application or subsequent recertification), the Fee Panel shall provide notice to the Attorney and give the Attorney 30 days to provide additional information such that the Fee Panel could reconsider the Attorney's eligibility.

9. To the extent that an Attorney has a Fee Entitlement with a Participating Subdivision and is authorized to bring Released Claims against Released Entities, but such authorization is, in scope, less broad than the category of Released Claims set forth in the Distributor Agreement, such Attorney may participate fully in both the Contingency Fee Fund and the Common Benefit Fund, without any reduction imposed by the Fee Panel due to the scope of the authorization, so long as the Participating Subdivision fully releases all Released Claims against Released Entities.

10. Attorneys applying to the Attorney Fee Fund knowingly and expressly agree to be bound by the decisions of the Fee Panel, subject to the limited appeal rights set forth in this Fee Agreement, and waive the ability to assert the lack of enforceability of the allocation reached through the arbitration procedures outlined herein.

H. Calculation of Amounts Due.

1. The Fee Panel shall be solely responsible for determining the amount of fees to be paid to each Attorney and each Participating Subdivision that applies under this <u>Section II</u>. None of the Released Entities shall have any responsibility, obligation, or liability of any kind whatsoever with respect to how attorneys' fees are calculated under this <u>Section II</u>, except that the Fee Panel may receive information from the Settling Distributors (a) as to the identity of Participating, Non-Participating, Litigating, Later Litigating, and Non-Litigating Subdivisions; (b) the impact of non-participation by a Litigating Subdivision as is relevant to the Fee Panel's determination in <u>Section II.C.4</u>; and (c) such other information as Settling Distributors may voluntarily elect to provide.

2. The Fee Panel shall establish procedures for the arbitration process consistent with this Fee Agreement and orders of the MDL Court. Such procedures may include submission of documentary and/or other evidence, interviews with applicants and/or other counsel (including counsel for Settling Distributors) that the Fee Panel

deems appropriate, and/or other means of creating a record upon which fee awards will be based.

3. In making determinations under this Fee Agreement, the Fee Panel must apply the eligibility criteria set forth in <u>Section II.G</u> of this Fee Agreement and the criteria set forth in <u>Section II</u>. In addition, the Fee Panel will give consideration in regard to Common Benefit awards to the *Johnson* factors, as well as the following factors (which factors may be applied and given relative weight in the Fee Panel's discretion):

a. The Attorney's contemporaneously recorded time and labor dedicated to Qualifying Representations along with the Attorney's financial commitment to such Qualifying Representations. Claimed "*time*" will not be automatically accepted by the Fee Panel but will be critically reviewed and given substantially more weight and consideration if such time was subject to the audit process described in any Pretrial Order(s) governing the collection of common benefit time;

b. The novelty, time, and complexity of the Qualifying Representations;

c. The skill requisite to perform legal services properly and undesirability of the case;

d. The preclusion of other employment by the Attorney due to time dedicated to Qualifying Representations;

e. The "common benefit," if any alleged to have been conferred by the Attorney and whether such common benefit work product by that Attorney was used by others in parallel litigations against Released Entities whether within or outside the MDL, provided that for any Attorney claiming that s/he substantially benefited cases other than those in which s/he entered an appearance as counsel must substantiate such claims by proffering factual support, such as proper supporting affidavits or other documents as determined by the Fee Panel with input from Attorneys for Participating Litigating Subdivisions;

f. Any "common detriment," as set forth in <u>Section II.C.4</u>.

g. Any contingent fee agreements or other Fee Entitlement with Participating Subdivisions, enforcement of which, except for State Back-Stop Agreements, are waived in conjunction with the application, the nature and extent of any work for those Participating Subdivisions, whether such Participating Subdivisions actively litigated and, if so, the nature and procedural history of such case(s);

h. The experience, reputation, and ability of the Attorney;

i. Whether the Attorney's clients brought Released Claims against Released Entities;

j. The status of discovery in cases primarily handled by the Attorney;

k. The nature of any work by the Attorney on "*bellwether*" cases or cases that were similarly active in litigation;

1. Any pressure points successfully asserted by the Attorney in cases against Settling Distributors or any risk for Settling Distributors created by the Attorney in cases against them;

m. Any risk for defendants created by applicants in cases against the Setting Distributors;

n. Successful and unsuccessful motion practice in cases worked on by the Attorney;

o. The date of filing of any cases filed by the Attorney;

p. Obtaining consolidation of the litigation in the Attorney's jurisdiction;

q. The number and population of entities represented by the Attorney and the fees that would have been awarded under extinguished contingent fee arrangements;

r. Whether the Attorney's clients brought claims against the Settling Distributors;

s. Whether the Attorney has had a leadership role in the litigation, whether in state or federal court;

t. Whether the Attorney has had a leadership role in any negotiations aimed at resolving the litigation;

u. Whether the Attorney's cases have survived motions to dismiss;

v. The extent to which the Attorney contributed to the work product user for the common benefits of opioids litigants, including, without limitation, work on ARCOS data, Prescription Data Monitoring Programs, IQVIA data, depositions, document production and analysis experts, motions, briefs and pleadings, trial preparations, and trials;

w. The extent to which litigation was done prior to and contributed to completion of settlement negotiations, as distinct from litigation that was done litigating after the announcement of the Distributor Agreement, such latter litigation both being of less value and potentially resulting a common detriment to the settlement process; and x. Any other factors that the Fee Panel finds to be appropriate to consider after input from applicants to the Attorney Fee Fund.

4. The Fee Panel shall develop procedures for receiving a single application, which may be updated or amended based on new information (such as participation by additional Litigating Subdivisions) from each Attorney seeking compensation from the Attorney Fee Fund, procedures shall not be inconsistent with this Fee Agreement. Any request for attorneys' fees not included on the single application or through the updating/amendment process designed by the Fee Panel shall be deemed waived. For purposes of transparency and to permit the Fee Panel to conduct its work, the application from each Attorney to:

a. Identify all Litigating Subdivisions for which s/he is seeking payment from the Attorney Fee Fund;

b. Identify all Subdivisions in both Settling and Non-Settling States with respect to which s/he has a Fee Entitlement with respect to Relevant Claims against Released Entities, and identify all co-counsel in such cases;

c. Identify which of those Subdivisions are Participating Subdivisions and which are not;

d. Specify the specific fund or funds within the Attorney Fee Fund from which the Attorney is seeking compensation;

e. Demonstrate his or her eligibility for compensation from the relevant sub funds within the Attorney Fee Fund pursuant to the criteria set forth for the relevant sub fund; and

f. Identify any and all Fee Entitlements from representations of States, Tribal Nations, or other plaintiffs related to Released Claims against Released Entities or in opioids-related matters.

Notwithstanding <u>Sections II.H.4.a-f</u> above, the Panel may consider a supplemental application if the Attorney shows good cause why circumstances exist that will lead to consideration for additional Common Benefit award. Examples would include, but are not limited to, an Attorney having Non-Participating Litigating Subdivision clients that subsequently become Participating Subdivisions, a Bar Date passes that increases participation or the Participation Tier or an Allocation Agreement is reached.

5. With respect to the Common Benefit Fund, the Fee Panel shall (subject to any applicable MDL Court Order):

a. Review the applications of all Attorneys seeking compensation from the Common Benefit Fund, including determining eligibility for each Attorney as set forth in <u>Section II.G</u>.

b. Reduce, on an annual basis, the Distributor's payment obligations, as set forth in <u>Section II.C.6</u>. The Panel shall inform the Settling Distributors and the MDL PEC of all such amounts and adjust the Settling Distributors' payment obligations accordingly.

c. Using criteria set forth in <u>Sections II.C</u> and I<u>I.G</u>, allocate amounts from the Common Benefit Fund to eligible Attorneys, including payment amounts for each Payment Year. In making such allocations (regardless of the Participation Tier achieved), the Panel shall apply the principles set forth in <u>Section II.C.4</u> and shall allocate any reduction in the payments of Settling Distributors specified in <u>Section II.C.6</u> to the amounts paid to Attorneys with a Fee Entitlement to Litigating Subdivisions that are not Participating Subdivisions.

6. With respect to the Contingency Fee Fund, the Fee Panel shall:

a. Review the applications of all Attorneys seeking compensation from the Litigating Subdivision Fee Fund, including determining eligibility for each Attorney as set forth in <u>Section II.G</u>.

b. Apply the Mathematical Model in <u>Exhibit A</u>.

c. Use such allocations to reduce payments, on an annual basis, the payment obligations of the Settling Distributors to the Attorney Fee Fund as set forth in <u>Section II.D.4</u>, and distributions therefrom, and inform the Settling Distributors and MDL PEC of all such adjustments.

7. To the extent that there is a dispute about the calculations of the Fee Panel related to the amounts that Settling Distributors are required to pay (including application of any reductions or offsets under this Fee Agreement), such disputes shall be presented to the Fee Panel and any disputed funds be paid into/held in escrow. The Fee Panel shall resolve such disputes expeditiously, with either Party having the right to seek review from the MDL Court.

8. For purposes of determination of fee or cost awards, allocations, reductions and possible reversions under this Fee Agreement, unless specified otherwise a Subdivision will be considered a Non-Participating Subdivision if it is not a Participating Subdivision as of the deadline for the application for the fee or cost award at issue (or, if the determination does not involve a specific application, the date on which the record for such determination closes).

9. In the event that the Fee Panel, through the use of the Mathematical Model set forth in Exhibit A, allocates funds from the Contingency Fee Fund for an Attorney based on a Qualifying Representation of a Participating Litigating Subdivision or allocates cost to such Participating Litigating Subdivision and that Subdivision is in a Settling State in which the Consent Judgment has not been approved, such funds shall be placed into escrow until the Consent Judgment is approved, after which time they shall be released.

I. Miscellaneous.

1. The costs associated with the Fee Panel prior to the Effective Date of this Fee Agreement shall be funded by Settling Distributors. The Fee Panel shall charge an hourly rate that has been previously approved by a federal or state court and shall provide a budget and a cap for such work prior to the Effective Date, which shall be approved by Settling Distributors and such approval shall not be unreasonably withheld. Settling Distributors shall receive a refund for any such payment of pre-Effective Date costs from interest that accrues on the monies in the Attorney Fee Fund (including interest that accrues during such time as the Attorney Fee Fund monies are in escrow prior to the Effective Date of the Distributor Agreement), up to the amount of such costs. Post-Effective Date, the cost of the Fee Panel shall be charged against the applicable Fee Fund based on allocation by the Fee Panel and shall not be otherwise funded by Settling Distributors. The costs associated with the Cost and Expense Fund Administrator shall be paid from funds in the MDL Expense Fund and the Litigating Subdivision Cost Fund and shall not be otherwise funded by Settling Distributors.

2. The MDL PEC will seek, and the Attorneys General for Settling States and the Settling Distributors will not oppose, a Common Benefit Fee Order requiring an assessment of 7.5% on the gross recovery (by judgment or settlement) of any Non-Participating Subdivision that is subject to the federal court jurisdiction, represented by a MDL PEC firm, represented by any Attorney receiving fees from the Common Benefit Fund, represented by any Attorney that signed a Participation Agreement or paid in a case otherwise under the jurisdiction of the MDL Court.

3. The MDL PEC shall provide to Settling Distributors information they have that identifies Attorneys who represent Litigating Subdivisions who are not Participating Subdivisions and who have an obligation to pay a common benefit assessment, either due to the MDL Court's orders or to having signed a Participation Agreement.

4. The MDL PEC shall retain ethics counsel of its choice to provide an opinion that addresses the compliance of its ethical obligations, as it relates to the Distributor Agreement. Such opinion shall address the issue of the potential conflict of interest for an Attorney that had represented a Participating Subdivision also representing a Later Litigating Subdivision as defined in the Distributor Agreement. This <u>Section II.I</u> shall be enforceable to the extent permitted by the equivalent to Rules 1.16 and 5.6 of the ABA Model Rules of Professional Conduct in the relevant jurisdictions. The opinion shall be provided to the Settling Distributors as soon as it is completed and, in any event, prior to July 31, 2021 and shall be disseminated to counsel eligible to apply to the Attorney Fee Fund within 30 days of the announcement of the Distributor Agreement. The MDL PEC represents that it will comply with this opinion until the Reference Date and thereafter if the Distributor Agreement proceeds. The cost of such expert work done prior to the Effective Date of the Distributor Agreement shall be funded by Settling Distributors.

12.c

5. Participating Subdivisions agree to instruct their counsel to treat information, work product and expert materials as secret under Rule 1.6 of the ABA Model Rules of Professional Conduct. Accordingly, an Attorney shall not share information or work product with, or experts or materials to, non-participants (other than the Attorney's own current clients or their lawyers, consultants, experts or other representatives or agents). However, nothing herein shall prevent MDL Leadership or PEC Counsel from fulfilling their obligations in any MDL and the MDL Court Order.

III. Miscellaneous.

A. *Termination.* If the Distributor Agreement does not proceed past the Reference Date, whether because the Settling Distributors do not determine to proceed or for any other reason, this Fee Agreement shall be null and void, Settling Distributors shall have no obligation to make any payments under this Fee Agreement, and the Settling Distributors and the MDL PEC shall take such steps as are necessary to restore the status quo ante.

B. *MDL Court Consideration*. This Fee Agreement shall be attached as an exhibit to the Distributor Agreement. This Fee Agreement shall also be submitted jointly by the Settling Distributors and the MDL PEC to the MDL Court for approval pursuant to the motion that shall be attached, prior to the Preliminary Agreement Date of the Distributor Agreement, to this Fee Agreement as <u>Exhibit B</u>.

1. In the event that the MDL Court, through an order, makes any change to the amounts potentially to be paid by Settling Distributors under this Fee Agreement, makes any change to the Fee Panel's consideration of the factors set forth in <u>Section</u> <u>II.C.4</u>, or any other material change to the draft Order attached as part of <u>Exhibit B</u> or the terms of this Fee Agreement, the Settling Distributors and the MDL PEC shall meet and confer concerning such changes.

2. If the Settling Distributors and the MDL PEC are unable to reach agreement and revisions to this Fee Agreement in the event discussed in <u>Section III.B.1</u>, this Fee Agreement shall be null and void, Settling Distributors shall have no obligation to make any payments under this Fee Agreement, and the Settling Distributors and the MDL PEC shall take such steps as are necessary to restore the *status quo ante*.

C. *Amendment*. Once the MDL Court has entered an order implementing this Fee Agreement, this Fee Agreement can only be amended by (1) written agreement of the Settling Distributors and the MDL PEC and (2) approval by the MDL Court.

D. Jurisdiction and Enforcement. The MDL Court shall have exclusive and ongoing jurisdiction over the enforcement and implementation of this Fee Agreement as set forth herein. The MDL PEC shall be the Authorized Party to enforce this Fee Agreement, as to the payment obligations of the Settling Distributors as set forth in this Fee Agreement, and as to Attorneys making application to the Funds under this Fee Agreement. Solely for purposes of assessing or allocating common benefit fees, the MDL Court will continue to have jurisdiction over the work product developed in the MDL Court by and under the direction of the MDL PEC with respect to claims against the Settling Defendants, including data and documents, depositions, expert

reports, briefs and pleadings; and the MDL Court's protective orders, management orders, and other decisions regarding such discovery and other work product, including but not limited to, conditions on its use, will continue in full force and effect. Nothing in this <u>Section III.D</u> authorizes the MDL Court to act contrary to this Fee Agreement or to share any of the work product, or provides the MDL Court with jurisdiction over the Distributor Agreement.

Attachment: Opioid Litigation-Final Distributor Settlement Agreement (Resolution-MOA for Distribution of Opioid Settlement Funds)

Agreement on the State Outside Counsel Fee Fund

1. **Creation of a State Outside Counsel Fee Fund.** The Settling Distributors and the Settling States agree to the creation of a state outside counsel fee fund to pay reasonable attorneys' fees of Settling States which have retained outside counsel in connection with litigation against the Settling Distributors (such fund, the "*State Outside Counsel Fee Fund*").

2. **State Outside Counsel Fee Fund Administration.** The State Outside Counsel Fee Fund shall be administered separately from the Common Benefit Fund, the Contingency Fee Fund, the State Cost Fund, and the MDL Expense Fund. A committee of Attorneys General shall oversee the State Outside Counsel Fee Fund (the "*Fee Fund Committee*"). The Fee Fund Committee shall initially consist of the following States: (a) Delaware; (b) Florida; (c) Georgia; (d) Indiana; (e) Michigan; (f) Ohio; and (g) Rhode Island. The Fee Fund Committee shall select a settlement fund administrator, who may or may not be different from the Settlement Fund Administrator (the "*Fee Fund Administrator*") and who shall administer the State Outside Counsel Fee Fund according to the guidelines and directives of the Fee Fund Committee.

3. **State Outside Counsel Fee Eligibility.** To receive any amount from the State Outside Counsel Fee Fund, an outside counsel to a Settling State must have filed and maintained an action in the name of a Settling State or its Attorney General against a Settling Distributor in a state or federal court as of June 1, 2021. No Settling State shall receive funds from both the State Outside Counsel Fee Fund and the Additional Restitution Amount as set forth in Section IX.

4. **State Outside Counsel Fee Fund Amount.** The Settling Distributors shall pay funds into the State Outside Counsel Fee Fund according to the schedule set forth below, subject to any suspensions, offsets, reductions, or adjustments provided for in the Agreement or described below:

Payment Year 1 Payment Date	\$136,044,379
Payment Year 2 Payment Date	\$129,230,769
Payment Year 3 Payment Date	\$17,417,160

5. State Outside Counsel Fee Fund Availability and Calculation of Amount.

- a. The State Outside Counsel Fee Fund shall be available to compensate private outside counsel for Settling State Attorneys General for approved fees arising out of representation of the Settling State pursuant to the schedule developed by the Fee Fund Committee and provided to the Settling Distributors.
- b. Fees shall be calculated by adding two components: (a) a fixed amount consisting of fifty percent (50%) of the amount allocated to a Settling State pursuant to Exhibit F multiplied by 4.5%; and (b) a proportional percentage of the remaining fee due under that Settling State's contract assuming that fifty

percent (50%) of the Settling State's recovery is allocable to a Settling State (rather than allocable to the Settling State's Participating Subdivisions) so that the fees of all Settling States (minus the fixed amount that would have been allocated to any Non-Settling States had they become Settling States) exhausts the State Outside Counsel Fee Fund. The proportional share percentage will be the same for each Settling State included in the State Outside Counsel Fee Fund. All amounts paid will be less any costs or fees of the Fee Fund Administrator.

6. **Payment by the Fee Fund Administrator**.

- a. If a Settling State's outside counsel agrees that the amount calculated in Paragraph 5 above either satisfies in full or exceeds the amounts owed to all such Settling State's outside counsel, then upon written notice waiving all entitlement to any additional fee, the Fee Fund Administrator shall pay that Settling State's outside counsel the amount that satisfies the Settling State's obligation in full and, in no event more than (i) such obligation or (ii) the amount pursuant to the calculation and any schedule created by the Fee Fund Committee.
- b. If a Settling State's outside counsel does not agree that the amount calculated in Paragraph 5 above either satisfies in full or exceeds the amounts owed by the Settling State, then the Settling State's share shall be placed in an interestbearing escrow account (less reasonable expenses of the Fee Fund Administrator) and held unless and until the Settling State and its outside counsel agree in a signed writing to a resolution of the amount outstanding or there is a final judgment entered that is no longer appealable.
- c. Upon being provided a signed, written agreement or the final non-appealable judgment, the Fee Fund Administrator shall release monies from the State Outside Counsel Fee Fund in either the amount held by the Fee Fund Administrator, if the amount of the agreement or judgment is equal to or more than the amount held, or the amount indicated in the agreement or in the final judgment, if the amount in the agreement or judgment is less than the amount held.
- d. Nothing herein, including the amounts listed in paragraph 5 above, shall prevent a Settling State from arguing in any proceeding with its outside counsel that (i) its recovery was less than fifty percent (50%) of the recovery in the Settlement Agreement down to and including fifteen percent (15%) of the total recovery; (ii) any payment should be discounted by an appropriate discount rate commensurate to the risk of the Settlement Agreement and the timeline that the Settling State is receiving its payments; (iii) the settlement amount should be lower because the amount a Settling State receives was reduced because such Settling State's outside counsel failed to obtain joinder from a Settling State's Subdivision(s) that the outside counsel also

represented; or (iv) any limitation placed by the Settling Distributors bars payment of a higher fee to outside counsel.

- e. In the event the amount due to the Settling State's outside counsel from an escrow account is less than the total amount of funds escrowed on the account of the Settling State, the balance shall be paid to the Settling State. In no event, other than a State becoming a Non-Settling State, shall funds revert to a Settling Distributor.
- f. Amounts owed by Settling Distributors to the State Outside Counsel Fee Fund shall be reduced and/or credited to Settling Distributors by amounts allocated on the above-mentioned schedule for outside counsel in Non-Settling States.

7. **Reversion or Reduction of Amounts owed to Non-Settling States.** Amounts owed by Settling Distributors to the State Outside Counsel Fee Fund shall be reduced proportionally across payments owed by the Settling Distributors by amounts allocated to the fixed amount on the below schedule for outside counsel in the event that a listed State becomes a Non-Settling State. In the event the Fee Fund Administrator receives part or all of the fixed amount due to a Non-Settling State from a Settling Distributor, the Fee Fund Administrator shall return the amount allocable to that Non-Settling State's fixed amount to the Settling Distributor.

State	Distributor Allocation %	Distributor Payment Amount	State Share	Contract Rate	Full Contract Amount	Fixed Amount
Alabama	1.6419%	\$312,711,699.09	\$156,355,849.55	TIPAC	\$18,002,073.51	\$7,036,013.23
Alaska	0.2585%	\$49,223,759.07	\$23,611,879.53	20%	\$4,922,375.91	\$1,107,534.58
Arkansas	0.9663%	\$184,044,819.65	\$92,022,409.82	TIPAC	\$7,997,175.45	\$4,141,008.44
Delaware	0.49%	\$93,322,747.66	\$46,661,373.83	21%	\$9,798,888.50	\$2,099,761.82
Florida	7.0259%	\$1,338,112,237.57	\$669,056,118.79	TIPAC	\$36,952,805.94	\$30,107,525.35
Georgia	2.7882%	\$531,024,939.66	\$265,512,469.83	8%	\$21,240,997.59	\$11,948,061.14
Hawaii	0.3418%	\$65,103,946.38	\$32,551,973.19	17%	\$5,533,835.44	\$1,464,838.79
Idaho	0.5254%	\$100,070,766.60	\$50,035,383.30	10%	\$5,003,538.33	\$2,251,592.25
Indiana	2.2169%	\$422,215,856.62	\$211,107,928.31	TIPAC	\$14,055,396.42	\$9,499,856.77
Kentucky	2.093%	\$398,614,767.86	\$199,307,383.93	TIPAC	\$11,920,488.63	\$8,968,832.28
Michigan	3.402%	\$647,928,460.07	\$323,964,230.04	12%	\$38,875,707.60	\$14,578,390.35
Mississippi	0.8899%	\$169,482,650.39	\$84,741,325.19	TIPAC	\$7,653,457.02	\$3,813,359.63
Montana	0.3422%	\$65,166,981.56	\$32,583,490.78	20, 18, and 15% by amount	\$5,916,934.37	\$1,466,257.09
Nevada	1.2487%	\$237,815,036.99	\$118,907,518.50	19%	\$22,592,428.52	\$5,350,838.33
New Hampshire	0.6259%	\$119,200,348.62	\$59,600,174.31	27%	16,092,047.06	\$2,682,007.84
New Mexico	0.8557%	\$162,975,902.53	\$81,487,951.27	24%	\$19,557,108.30	\$3,666,957.81
Ohio	4.3567%	\$829,751,250.63	\$414,875,625.32	TIPAC	\$24,243,781.27	\$18,669,403.14
Oklahoma	1.5832%	\$301,519,407.96	\$150,759,703.98	25%	\$37,689,926.00	\$6,784,186.68
Puerto Rico	0.7263%	\$138,330,459.13	\$69,165,229.57	25%	\$17,291,307.39	\$3,112,435.33
Rhode Island	0.4896%	\$93,239,095.60	\$46,619,547.80	17%	\$7,925,323.13	\$2,097,879.65
South Carolina	1.5835%	\$301,577,078.44	\$150,788,539.22	TIPAC	\$21,578,922.89	\$6,785,484.26
South Dakota	0.217%	\$41,327,454.40	\$20,663,727.20	12%	\$2,479,647.26	\$929,867.72

Utah	1.1889%	\$226,438,902.67	\$113,219,451.34	TIPAC Modified	\$2,714,389.03	\$2,714,389.03
				by K		
Vermont	0.2844%	\$54,169,670.90	\$27,084,835.45	TIPAC	\$4,958,483.55	\$1,218,817.60
Washington	2.3189%	\$441,644,189.13	\$220,822,094.57	Statute	\$10,900,000	\$9,936,994.26

12.c

Agreement on the State Cost Fund Administration

1. **Creation of a State Cost Fund.** The Settling Distributors and the Settling States agree to the creation of a state cost fund to pay litigation costs and expenses associated with litigation and investigation related to the opioid litigation (such fund, the "*State Cost Fund*"). The State Cost Fund shall be administered separately from the Common Benefit Fund, the Contingency Fee Fund, the State Counsel Fee Fund, and the MDL Expense Fund.

2. **State Cost Fund Amount and to Whom Owed.** On the Payment Date of Payment Year 1, the Settling Distributors shall pay into the State Cost Fund \$56,538,461.00 (the *"State Cost Fund Amount"*). No funds may be released from the State Cost Fund to Non-Settling States.

3. **State Cost Fund Committee.** A committee of Attorneys General or their designated representatives (such committee, the "*State Cost Fund Committee*") shall oversee the State Cost Fund. The committee shall initially consist of the following States: (a) Delaware; (b) Florida; (c) Georgia; (d) New York; (e) North Carolina; (f) Ohio; (g) Tennessee; and (h) Texas. The Attorneys General may by majority vote add or change the composition of the State Cost Fund Committee, including replacing any above State, if that State is not a Settling State.

4. **State Cost Fund Administrator.** The State Cost Fund Committee shall select an administrator (the "*State Cost Fund Administrator*"). The State Cost Fund Administrator may or may not be different from the Settlement Fund Administrator. The State Cost Fund Administrator shall administer the State Cost Fund and direct payments to Settling States.

5. **State Cost Fund Guidelines.** Monies in the State Cost Fund shall be released without any delay to reimburse Settling States for documented costs incurred or paid in connection with litigation and investigation related to the opioid litigation. In allocating the State Cost Fund, no funds shall be allocated for costs incurred after July 21, 2021. The State Cost Fund Committee shall establish guidelines for the submission and approval of expenses eligible for reimbursement from the State Cost Fund. The State Cost Fund Administrator shall, in accordance with such guidelines, receive from Settling States records sufficient to demonstrate the incurrence and payment of each expense attributable to litigation or investigation related to the opioid litigation, including any outstanding National Association of Attorneys General grant.

6. **State Cost Fund Payment Priorities and Residual.** To the extent the aggregate eligible submissions of costs and expenses from Settling States exceed the State Cost Fund Amount, payments to Settling States shall be paid in the order described in this section until the State Cost Fund is exhausted. If the State Cost Fund is unable to fully pay costs at any of the following levels, then Settling States with costs at that level shall be paid on a proportional basis. All expenses with a lesser priority from the level where the State Cost Fund is exhausted will not be reimbursed from the State Cost Fund. Costs shall be paid in the following order of priority:

(a) the reasonable costs of the State Cost Fund Administrator, if any; (b) repayment of the National Association of Attorneys General grants connected to opioid litigation; (c) costs incurred or paid by outside counsel for a Settling State litigating against the Settling Distributors apart from any fee owed; (d) litigation-related costs attributable to the Settling Distributors incurred or paid by a Settling State litigating against the Settling Distributors; and (e) pre-suit investigation-related costs attributable to the Settling Distributors; and (e) pre-suit investigation-related costs attributable to the Settling Distributors incurred or paid by either a Settling State outside counsel (not including any amount of fees or any costs which have already been reimbursed pursuant to clause (c), above) or a Settling State investigating the Settling Distributors. If the State Cost Fund has additional monies after payment of the State Cost Fund Administrator's and all Settling States' submitted costs, then the remaining funds will be provided to the National Association of Attorneys General to be placed in the Financial Services Fund for the purpose of funding grants for consumer protection- or healthcare-related enforcement or training activities. In determining what costs are attributable to the Settling Distributors, the State Fund Committee shall develop a guideline that ensures that all Settling States are treated equitably.

Attachment: Opioid Litigation-Final Distributor Settlement Agreement (Resolution-MOA for Distribution of Opioid Settlement Funds)

EXHIBIT U

ABC IRS Form 1098-F

0303		ECTED			
FILER'S name, street address, city or town, state or province, country, ZIP or foreign postal code, and telephone no. [APPROPRIATE OFFICIAL] [DESIGNATED STATE] [ADDRESS]		 1 Total amount required to be paid \$ 6,379,375,013.53 2 Restitution/remediation 	OMB No. 1545-2284 Form 1098-F (Rev. December 2019)	Fines, Penalties, and	
		amount \$ 5,839,378,859.97	For calendar year 2021		
FILER'S TIN XX-XXXXXXX	PAYER'S TIN 23-3079390	3 Compliance amount \$	4 Date of order/agreer XX/XX/2021	ment	Copy A For
PAYER'S name AmerisourceBergen Corporation Street address (including apt. no.)		5 JUIISCICTION U.S. District Court for the Northern District of Ohio and jurisdictions of other cases settled under the Settlement Agreement entered into by the Settling Distributors and Settling States (each as defined in such agreement), dated as of [].			Internal Revenue Service Center
		6 Case Number No. 1:17-MD-2804 and other cases settled under the Settlement Agreement entered into by the Settling Distributors and Settling States (each as defined in such agreement), dated as of [].			File with Form 1096. For Privacy Act and
1 West First Avenue City or town, state or province, country, and ZIP or foreign postal code		7 Name or description of matter/suit/agreement National Prescription Opiate Litigation			Paperwork Reduction Act Notice, see the current General
Conshohocken, PA 19428		8 Code A, B, I			Instructions for Certain Information Returns.
Form 1098-F (Rev. 12-2019)	Cat. No. 71382B	www.irs.gov/Form1098F	Department of the T	reasurv -	Internal Revenue Service

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EXHIBIT V

Cardinal IRS Form 1098-F

FILER'S name, street address, city or town, state or province, count oreign postal code, and telephone no. [APPROPRIATE OFFICIAL] [DESIGNATED STATE] [ADDRESS]	 ZIP or 1 Total amount required to be paid 6,358,796,384.46 2 Restitution/remediation amount 5,820,542,153.63 	OMB No. 1545-2284 Form 1098-F (Rev. December 2019) For calendar year 20_21_	Fines, Penalties, and Other Amounts
FILER'S TIN PAYER'S TIN XX-XXXXXXX 31-0958666	3 Compliance amount	4 Date of order/agree XX/XX/2021	ment Copy A For
AYER'S name Cardinal Health, Inc. and consolidated subsidiaries	other cases settled under the Settlement Ag	5 Jurisdiction U.S. District Court for the Northern District of Ohio and jurisdictions of other cases settled under the Settlement Agreement entered into by the Settling Distributors and Settling States (each as defined in such agreement), dated as of [].	
Street address (including apt. no.) 7000 Cardinal Place City or town, state or province, country, and ZIP or foreign postal c	6 Case number No. 1π-MD-28 Settlement Agreement entered into Settling States (each as defined in 7 Name or description of matt National Prescription Opiate	by the Settling Distributors a such agreement), dated as of ter/suit/agreement	For Privacy Act and Paperwork Reduction Act Notice, see the
Dublin, Ohio 43017	8 Code A, B, I		current General Instructions for Certain Information Returns.

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EXHIBIT W

McKesson IRS Form 1098-F

Image: Constant of the second state			OMB No. 1545-2284 Form 1098-F (Rev. December 2019) For calendar year 20 <u>21</u>	Fines, Penalties, and Other Amounts
	AYER'S TIN XX-XXXXXX	3 Compliance amount \$	4 Date of order/agreen	ment Copy A For
PAYER'S name McKeson Corporation Street address (including apt. no.)		5 Jurisdiction U.S. District Court for the Northern District of Ohi and jurisdictions of other cases settled under the Settlement Agreen- entered into by the Settling Distributors and Settling States (each as defined in such Agreement). dated as of 1. 6 Case number No. 1:17-MD-2804 and other cases settled under Settlement Agreement entered into by the Settling Distributors and Settling States (each as defined in such agreement), dated as of 1.		Agreement each as under the ors and Service Center File with Form 1096.
6535 N. State Highway 161 City or town, state or province, country, and ZIP or foreign postal code		7 Name or description of matter National Prescription Opiate Lit	er/suit/agreement	Paperwork Reduction Act Notice, see the
Irving, TX 75039		8 Code		current General Instructions for Certain Information Returns.

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EXHIBIT X

Severity Factors

State	Severity Factor
Alabama	108.5243%
Alaska	107.8614%
American Samoa	102.7639%
Arizona	107.7129%
Arkansas	103.2818%
California	82.8688%
Colorado	95.2263%
Connecticut	121.0971%
Delaware	155.5946%
District of Columbia	88.3270%
Florida	107.9604%
Georgia	86.6675%
Guam	96.8019%
Hawaii	77.1051%
Idaho	93.0570%
Illinois	86.6318%
Indiana	108.6768%
Iowa	78.2056%
Kansas	89.6374%
Kentucky	150.0126%
Louisiana	105.2878%
Maine	132.7534%
Maryland	115.2160%
Massachusetts	110.3001%
Michigan	112.4239%
Minnesota	75.9148%
Mississippi	96.7243%
Missouri	107.8496%
Montana	99.7815%
N. Mariana Islands	100.2421%
Nebraska	71.9045%
Nevada	130.5519%
New Hampshire	144.4997%
New Jersey	102.3701%
New Mexico	128.9295%
New York	91.4472%

North Carolina	102.2754%
North Dakota	76.0864%
Ohio	123.0063%
Oklahoma	129.3047%
Oregon	108.9094%
Pennsylvania	118.2821%
Puerto Rico	73.9803%
Rhode Island	143.8802%
South Carolina	99.6801%
South Dakota	76.4482%
Tennessee	129.9078%
Texas	71.6286%
Utah	119.5878%
Vermont	140.2239%
Virgin Islands	100.4396%
Virginia	88.1611%
Washington	100.5007%
Wisconsin	99.6616%
Wyoming	100.9659%