



**City of Weston, WV**  
**Regular Session City Council Meeting**  
**Lewis County Courthouse**  
**October 3, 2022 at 6:00 p.m.**

Call In#: (415) 762-9988

Meeting ID: 482-656-4989

Pass Code: 269

**AGENDA**

Full Agenda Packets Available on [www.CityofWestonwv.com](http://www.CityofWestonwv.com)

- 1) Call to Order/Moment of Silence
- 2) Pledge of Allegiance
- 3) Roll Call
- 4) Approval of Minutes  
Regular Session – September 6, 2022  
Special Session – September 19, 2022  
Special Session – September 27, 2022
- 5) Visitor Section (5 Minute Time Limit)  
Nastausha Hefner
- 6) Presentations  
Stonewall Jackson Memorial Hospital 50<sup>th</sup> Anniversary
- 7) Receive and File Reports of City Boards, Commissions, and Outside Agencies  
Reports
  - A. Weston Cemetery Board - Next Meeting – Monday, October 17, 2022, at 9:00 a.m. at the Municipal Building.
  - B. Historic Landmark Commission - Next Meeting – Thursday, October 13, 2022, at 5:00 p.m. at the Municipal Building.
  - C. Weston Planning Commission - Next Meeting – Thursday, October 6, 2022, at 4:00 p.m. at the Municipal Building.
  - D. Board of Parks and Recreation - Next Meeting – Friday, October 21, 2022, at 2:00 p.m. at the Municipal Building.
  - E. Lewis County EDA - Next Meeting – Wednesday, October 26, 2022, at 5:00 p.m. at 110 Center Avenue 2<sup>nd</sup> floor.
  - F. Board of Zoning Appeals - Next Meeting – Tuesday, October 11, 2022, at 6:00 p.m. at the Municipal Building
  - G. Code Appeals Board - Next Meeting – Thursday, October 20, 2022, at 6:00 p.m. at the Municipal Building.
  - H. Outside Agencies
  - A. Known Vacancies to be Filled - Board of Zoning Appeals - 1 available position plus an alternate (2 total)
- 8) Sanitary Board Director Report
- 9) Department Reports
  - A. Finance – Suttle and Stalnaker CPA Monthly Report for September
  - B. Street Department - September Report in Packet.
  - C. Police Department – September Report in Packet.



- D. Fire Department - September Report in Packet
- E. Building/Code/Zoning Report - September Report in Packet.
- F. City Attorney Report.
- G. City Clerk – September Report in Packet.
- H. City Manager Report

10) Old Business

- A. Update on the 4<sup>th</sup> Street Bridge
- B. Ordinance 2022-11 Ordinance Reconfiguring and Redefining the Roles and Purpose of the Weston City Tree Board Second Reading (Action Requested)
- C. Ordinance 2022-12 Ordinance for Long Term Parking Second Reading (Action Requested)
- D. Ordinance 2022-13 Ordinance Creation of Substitute Members of Municipal Service Fees Appeals Board (Action Required)
- E. Quotation for Rental Ice-Skating Rink (Action Requested)

11) New Business

- A. Proclamation declaring November is Family Court Awareness Month (Action Requested)
- B. Delivery Quotation of \$5900 for Street Sweeper and 2001Vactor 2103 (Action Requested)
- C. Attorney General Walmart Opioid Settlement Agreement Approval (Action Requested)
- D. Attorney General CVS Opioid Settlement Agreement Approval (Action Requested)
- E. Attorney General TEVA Pharmaceutical Industries Settlement Documents (Action Requested)
- F. Annual Pension Board Report (Action Requested)

12) Reports of City Council

13) Adjournment

**Meeting Management Guidelines**

- Regular meeting agendas will be posted and available to the public before closure two (2) days prior to the meeting.
- Person wishing to address City Council must register before meeting.
- Agenda items may require an executive session motioned per WV Code 6-9A-4.
- All votes are unanimous unless otherwise stated.
- Roberts Rule of Order is utilized as a guide for all Weston City Council meetings.



Weston City Council  
Minutes

Lewis County Courthouse  
117 Center Avenue  
September 6, 2022 at 6:00 p.m.

**Present:** Mayor Kim Harrison-Edwards, Councilpersons Sherry Rogers, Randy Bohan, Debbie Gump, Herb Curtis, City Manager Nate Stansberry, City Attorney Brian Bailey, City Clerk Judy Piercy, Finance Director Susie Johnston, Chief Josh Thomas (excused) Lieutenant Drew Lothes, Chief Jimmy Suttle, Building/Code/Zoning Enforcement Officer Marty Lewis, Street Commissioner Mike Starett, and Sanitary Director Dee Evans.

**Call to Order/Moment of Silence:** Mayor Harrison-Edwards called the meeting to order at 6:01 p.m.

**Pledge of Allegiance:** Mayor Harrison-Edwards asked everyone to stand for the Pledge of Allegiance.

**Approval of Minutes:** Councilwoman Rogers made a motion seconded by Councilwoman Gump to **approve** the Regular Session Meeting of August 1, 2022 minutes and the Special Session Meeting of August 22, 2022. **Motion carried.**

**Visitors Section (5 Minute Time Limit):**

Mr. Junior Kelley spoke about grass growing on the guard rails and not being able to see ahead on North River by the bus garage. Mr. Kelley stated he spoke with the DOH about the culvert where an individual wrecked needed to be fixed and has a meeting to discuss further with the DOH.

**Presentations:**

**Presentation to Jamie Billman for AmeriCorp Service:** Mayor Harrison-Edwards presented Jamie a AmeriCorp volunteer a certificate of appreciation for her service with the Historic Landmarks Commission, Cemetery Board and for the concerts at Lively Park. Jamie received a job in Elkins, West Virginia and was wished the best in her new job, she will be missed at the City of Weston.

**Local Government Specialist Introduction – Mike Perri (Office of the State Treasurer Riley Moore):**

Mr. Perri stated on behalf of State Treasurer Riley Moore he would like to introduce himself and discuss some of the programs and services of the local government. The State Treasurer is the Chief Finance Officer of the State of West Virginia which oversees cash management of the government. The Treasury has the unclaimed property division, it is the only legitimate unclaimed property in the state. A new program called Cash Now, if you have unclaimed property individually \$5000 or less you will receive a letter once confirmed the residents can return and a check will be issued. If the property is more than \$5000 it will take a longer process. The Board Treasury Investments (BTI), invest funds that are managed through the state. Mr. Perri informed of another program called West Virginia Able which is an investment tool for individuals with disabilities to help save up to 15,000 a year. The program 529, which is a tool to save for college. It is the 529 20th anniversary and three scholarships for \$20,000 will be given away to fourteen and under. The program Jump Start, which started in July is like the 529 program, it is another savings tool which allows anyone through the state of West Virginia to put



funding in for certification, licensing in training fields and it is a tax benefit for future education. Mr. Perri would be happy to answer any questions after the meeting and can provide information of any of the programs.

**James Gum – Lewis-Upshur LEPC Introduction:** Mayor Harrison Edwards informed council that Mr. Gum is the director of the 911 Center, and she asked him to come to our meeting. Mayor Harrison-Edwards has been attending the Lewis Upshur Emergency Planning Commission meetings since she has been holding office and it is amazing the responsibility this group has. Mr. Gum stated the group is responsible for hazardous analysis response but is not a response committee. The committee oversees and helps facilitates planning for the response. Mr. Gum stated the committee consists of members from different organizations. That committee is responsible for knowing what companies use, store and transport hazardous material and what safety measures are taken. The committee assists in getting grant money from the state to redo and assess the current plan. The committee is monitoring what chemicals are being transported on our highways such as Route 19, Interstate 79, and Route 33, and after they compile the information, they will give the results to the committee. The committee meets in Upshur County the 3<sup>rd</sup> Wednesday every of month.

**Betty Brooks Request Waiver of Required Business License for Vendors for the September Festival on September 17, 2022, and Miracle on Main Street on December 3, 2022:** Councilwoman Gump made a motion seconded Councilman Curtis to **amend** the agenda to discuss the Fall Festival and the Miracle on Main Street events which is for approval on the agenda. **Motion carried.** Councilwoman Gump made a motion seconded by Councilman Curtis to **approve** the **September Festival on September 17, 2022.** **Motion carried.** Councilwoman Gump made a motion seconded by Councilman Curtis to **approve** the **Miracle on Main Street on December 3, 2022.** **Motion carried.** Betty asked council if they would consider waiving the requirement of a Business License due to the cost of the vendors being able to participate in the events. Councilwoman Rogers and Councilwoman Gump discussed the events bring a lot of people into the town. Councilwoman Rogers made a motion seconded by Councilman Curtis to **approve** the waiving of Business License for the September Fall Festival and the Miracle on Main Street. **Motion carried.**

**Delegate Adam Burkhammer to Discuss WV Amendment 2 Implications:** Mayor Harrison-Edwards thanked Delegate Adam Burkhammer for attending the meeting and going over Amendment 2 and what is on the upcoming legislative session. Delegate Burkhammer thanked council or letting him speak about what is coming out on the ballot. Delegate Burkhammer informed of constitutional amendments that will be on the ballot, Judicial Impeachment Process, Church Corporation, Education Accountability Act, and Amendment 2 which is Property Tax Modernization Amendment Act. Delegate Burkhammer stated that Governor Justice celebrated \$1.3 billion surplus and by his rural math that is a over tax of the people. Delegate Burkhammer gave more amounts of the over tax on people and that legislation has worked hard to keep a flat budget minimizing the size of government, not allowing it to grow. Delegate Burkhammer asked, where do we begin to give that tax money back to the people. In July 2021, the surplus was spent on roads, the underpass at Roanoke, Center Street Paving, and Route 33 towards Camden was a part of that funding, and so we continue to invest in roads, water projects and infrastructure. We are beginning to look at ways to give the people back the money with personal income tax reduction or property tax reduction. Delegate Burkhammer expressed Amendment 2 does



not change the tax structure only will allow legislation to change in January 2023. Delegate Burkhammer read aloud the purpose of Amendment 2.

**Receive and File Reports of City Boards, Commissions and Outside Agencies:** Mayor Harrison-Edwards informed council that they have in the packet the dates and times for the City Boards, Commissions and Outside Agencies and the vacancies.

**The Housing Authority** requested council to reappoint Larry Ransinger to the Board of Directors for the Housing Authority.

Councilwoman Gump made a motion seconded by Councilwoman Rogers to **approve** the reappointment of Larry Ransinger on the Board of Directors to the Housing Authority for a 5-year term.  
**Motion carried.**

**Sanitary Board of Director Report:** Dee informed council that Synagro has begun to mobilize equipment and should begin this week to remove sludge. Michel Inc. has installed the new blower and it is running smoothly. Region 7 has initiated an application to IJDC for funding for the project. Dee stated they have moved into their new building and things seem to be working out.

### **Department Reports**

**Finance – Suttle and Stalnaker CPA Monthly Report for August 2022:** Finance Director Johnston introduced to council the Assistant Finance Director Joseph Solberg and stated he is working with Suttle and Stalnaker and working on a policy book. Finance Director Johnston stated she is down \$2,325.02 in Municipal Fees from last year. Finance Director Johnston provided in the councils packet the Gross Revenue by source month to month comparison FY2023, along with copy of the General Fund Bank Statement and the ARPA Statement balance of \$1,121,322.99.

**Street Department:** Street Commissioner Starett informed council that he and City Manager Stansberry discussed the street sweeper he had found for \$19,000 but had to put another \$20,000 into it for the machine to be able to run. The discussion made by both was to let that street sweeper pass and continue to look. Street Commissioner Starett provided council in their packet a copy of the streets that are to be paved and should start on Thursday.

**Police Department:** Report in Packet. Mayor Harrison-Edwards stated that she has three citizens concerns after the meeting for Lieutenant Lotus.

**Fire Department:** Report in Packet. Councilman Curtis asked if Chief Suttle had an update on the new fire truck. Chief Suttle explained that it is to go into production next month and it is schedule to be here in February or March of 2023.

**Building/Code/Zoning Report:** Report in Packet. Councilwoman Gump included the City Attorney in the question of how long a camper connected to a vehicle can sit on a city street. Building/Code/Zoning Officer Marty Lewis stated he thought if the camper is not hooked to a vehicle, you are allowed 24 hours. Councilwoman Gump expressed that it is tight on Broad Street, and she has received multiple



complaints about the camper connected to the vehicle. Building/Code/Zoning Officer Marty Lewis and City Attorney Bailey will look into the matter.

**City Attorney Report:** No report to give.

**City Clerk Report:** Report in Packet.

**City Manager Report:** City Manager Stansberry informed last month he attended the West Virginia Municipal League, and he was out of the office for several days. City Manager Stansberry updated council on the Culture Center roof is taking time to complete but the slate on the roof is being salvaged.

- City Manager Stansberry expressed that Joe Solberg has been a tremendous help to us and we are showing him our process or lack thereof to get us to the next level.

- The downtown master plan and the RFP camera is on the agenda later City Manager Stansberry apologized it is still to come.

- City Manager Stansberry has been catching up on pension payments with the Suttle and Stalnakar explaining we created a process every month they were sending our pension contributions to stay on target, they had change overs, and some things got transposed which was caught and rectified and now we are caught up.

- City Manager Stansberry attended the City Managers Association for breakfast this month, we had a conversation about Amendment 2. The City of Bridgeport will lose millions from their understandings. City Manager Stansberry thought what we need is solid answers about Amendment 2 and assurances how this is going to work for the cities.

- City Manager, Sanitary Board met with John Place. City Manager Stansberry explained that our pump stations do not have any kind of telemetry, which means measurement on pump run times or levels of their wet wells. City Manager Stansberry thought the conversation with John Place was a productive conversation and initiated to Brock he would like to explore further about having some ARPA allocation to see if we could get some telemetry. The target would be the combined sewer overflow, then look at the major pumps to have an idea of how the pumps are running.

Councilwoman Gump made a motion seconded by Councilman Bohan to **approve** all department Reports. **Motion carried.**

### **Old Business**

**Update on the 4<sup>th</sup> Street Bridge and Paving Projects:** City Manager Stansberry stated the paving projects Street Commissioner Starett has already gone over and that holds. City Manager Stansberry stated the bridge could be completed by the middle of September and modifications will be made to the sidewalk and the approach slab.

**Ordinance 2022-11 Ordinance Reconfiguring and Redefining the Roles and Purpose of the Weston City Tree Board (Second Reading):** City Manager Stansberry informed council that Robert Weaver would like to speak about the ordinance. Mr. Weaver thanked council for tabling the second reading for him to speak. Mr. Weaver thought the ordinance was based on incompleteness and the city personnel on private property trimming trees when they are not qualified. Mr. Weaver thought the city should hire an arborist for proper taking care of trees. Mayor Harrison -Edwards informed that city has a tree ordinance on Tree City Member USA books and a Forrester can be provided with Urban Design. City



Manager Stansberry commented that the city struggles for board members and Mr. Weaver has several people that is knowledgeable based but no commitments and if he gets a tree board of three members then we can form a tree board. City Manager Stansberry recommended to table the second reading until the October Regular Session Meeting. Councilman Curtis made a motion seconded by Councilwoman Gump to **table** the seconded reading of the Ordinance 2022-11 Reconfiguring and Redefining the Roles and Purpose of the Weston City Tree Board. **(Roll call of votes, Councilwoman Rogers yes, Councilman Bohan yes, Councilwoman Gump yes, Councilman Curtis yes). Motion carried.**

**Request for Proposals Discussion:** City Manager Stansberry asked council if they had any further comments on the RFP downtown, and he did receive feedback from Councilwoman Rogers via e-mail. City Manager Stansberry commented he reached out to JJ Jordan to see what would be required to study two-way traffic on the Main Street and thought we could make that a component as well in the RFD. City Manager Stansberry thought the state requires traffic study to be done to recommend a switch back to two-way traffic on Main Street. We can make this part of our downtown masterplan or at least a component of it, so we can get a price on it when we have a proposal. City Manager Stansberry is continuing to work on the cameras for downtown.

### **New Business**

**Mutual Aid Agreement Buckhannon Police Department (Action Required):** Chief Thomas was excused from the meeting, and it was recommended to table the Mutual Aid Agreement Buckhannon Police Department. Councilwoman Gump made a motion seconded by Councilman Curtis to table the Mutual Aid Agreement Buckhannon Police Department. **(Roll call of votes, Councilwoman Rogers yes, Councilman Bohan yes, Councilwoman Gump yes, Councilman Curtis yes). Motion carried.**

**Ordinance 2022-12 – Ordinance Providing Supplement Areas and Times when Parking on City Property, in City Parking Lots, and on City Streets is Prohibited:** City Attorney Baily went over the Ordinance 2022-12 explaining that during events, street paving, snow removal, street cleaning, and other general maintenance to the city property, at city parking lots the vehicle will need moved in a timely manner. Councilwoman Rogers made a motion seconded by Councilman Bohan to **approve** the first reading of the Ordinance 2022-12 Ordinance Providing Supplement Areas and Times when Parking on City Property, in City Parking Lots, and on City Streets is Prohibited. **(Roll call of votes, Councilwoman Rogers yes, Councilman Bohan yes, Councilwoman Gump yes, Councilman Curtis yes). Motion carried.**

City Clerk Piercy read the 2022-12 Ordinance Providing Supplement Areas and Times when Parking on City Property, in City Parking Lots and on City Streets is Prohibited first reading by title only.

Councilwoman Rogers made a motion seconded by Councilman Bohan to **approve** the first reading of 2022-12 Ordinance Providing Supplement Areas and times when Parking on City Property, in City Parking lots, and on City Streets. **(Roll call of votes, Councilwoman Rogers yes, Councilman Bohan yes, Councilwoman Gump yes, Councilman Curtis yes). Motion carried.**

**Haddix Halloween Approval (Approval Requested):** Councilwoman Rogers made a motion seconded by Councilman Curtis to **approve** Haddix Halloween pending all required signatures on the application. **Motion carried.**



**City of Weston Trick or Treat Date (Approval Requested):** Councilwoman Rogers suggested Trick or Treat be on Friday, October 29, 2022 from 6:00 p.m. to 7:00 p.m. City Manager Stansberry suggested we have Trick or Treat on October 31, 2022 Councilman Bohan made a motion seconded by Councilman Curtis to **approve** to have Trick or Treat on October 31, 2022 from 6:00 p.m. to 7:00 p.m. **(Roll call of votes, Councilwoman Rogers no, Councilman Bohan yes, Councilwoman Gump yes, Councilman Curtis yes).** Motion carried.

**October Fest September 17, 2022 (Approval Requested):** This event was approved under presentation from Betty Brooks.

**Miracle on Main Street December 3, 2022 (Approval Requested):** This event was approved under presentation from Betty Brooks

**Hearsemania at TALA September 23 and 24, 2022 Application (Action Requested):** Councilwoman Rogers made a motion seconded by Councilwoman Gump to **approve** the Hearsemania at TALA for September 23 and 24, 2022 application pending all required signatures on the application. **Motion carried.**

**Christmas Parade Theme – A Toyland Christmas November 25, 2022 at 6:00 p.m.** Councilwoman Gump made a motion seconded by Councilman Curtis to **approve** the A Toyland Christmas parade theme for November 25, 2022 pending all required signatures on the application. **Motion carried.**

**West Fork Conservation District Annual Banquet September 15, 2022 Invite:** City Manager Stansberry provided council in the packet the invitation we received from the West Fork Conservation District Annual Banquet on September 15, 2022 and everyone was invited.

**Quotation for Fire Department Turnout Gear (Approval Requested):** Fire Chief Jimmy Suttle provided council with two proposals one from Fire Chasers Fire Equipment for \$10,360 and Atlantic Emergency Solutions for \$12,292. Chief Jimmy Suttle made the recommendation for Fire Chasers Fire Equipment for \$10,360. Councilwoman Rogers made a motion seconded by Councilman Curtis to **approve** the Fire Chasers Fire Equipment for \$10,360. **(Roll call of votes, Councilwoman Rogers yes, Councilman Bohan yes, Councilwoman Gump yes, Councilman Curtis yes).** Motion carried.

**Oil and Gas Production Support Per Senator Manchin Request (Action Requested):** Councilman Curtis made a motion seconded by Councilman Bohan to **approve no action** for the request of the Oil and Gas Production Support Per Senator Manchin. **(Roll call of votes, Councilwoman Rogers yes, Councilman Bohan yes, Councilwoman Gump yes, Councilman Curtis yes).** Motion carried.

### **Reports of City Council**

**Mayor Kim Harrison-Edwards** invited everyone to have coffee with the mayor at 10:00 a.m. at the coffeehouse the first Wednesday in every month.

**Councilwoman Sherry Rogers – Ward I** stated we pushed through the agenda in less than two hours. Councilwoman Rogers thanked the staff for volunteering in the community.





**Councilman Randy Bohan – Ward II** would like to extend an invite to Senator Manchin to explain the Oil and Gas Production.

**Councilwoman Debbie Gump – Ward III** thanked the city staff for the hard work that is being done and welcomed Assistant Finance Director Joe Solberg to our community. Councilwoman Gump thanked everyone for coming out to the Ward III meeting and she attended Ward II meeting. Councilwoman Gump thought the ward meetings were very good and showed transparency and needed to continue.

**Councilman Herb Curtis – Ward IV** thanked the city staff for the hard work being done and the Street Department for all the street millings that were done. Councilman Curtis stated Ward IV meeting will be held at the Masonic Temple in the ballroom.

### **Adjournment**

Councilman Curtis made a motion seconded by Councilwoman Rogers to **adjourn** at 8:11 p.m. **Motion carried.**

Attest

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Mayor, Kim Harrison-Edwards

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City Clerk, Judy Piercy



Weston City Council  
Special Session  
Monday, September 19, 2022 at 6:30 p.m.  
Minutes

**Present:** Mayor Kim Harrison-Edwards, Councilwoman Sherry Rogers, Councilman Randy Bohan, Councilwoman Debbie Gump, Councilman Herb Curtis, City Manager Nate Stansberry, City Clerk Judy Piercy, City Attorney Brian Bailey, Finance Director Susie Johnston, Chief Josh Thomas, Chief Jimmy Suttle (excused), Building/Code/Zoning Enforcement Officer Marty Lewis, Street Commissioner Mike Starett (Via Zoom), Sanitary Board Director Dee Evans (excused)

**Call to Order:** Mayor Harrison-Edwards called the meeting to order at 6:29 p.m.

**Pledge of Allegiance:** Mayor Harrison-Edwards asked everyone to stand for the Pledge of Allegiance.

**Public Comment:** No comment.

**Old Business**

**4<sup>th</sup> Street Bridge Construction Update:** City Manager Stansberry gave an update on the bridge stating it should be completed by the end of the month. City Manager Stansberry pointed out some issues with the bridge construction and the bank and additional paving will be needed.

**Street Paving Additional Paving Funds (Action Requested):** City Manager Stansberry went over the street paving list and stated we were over budget and some streets are not paved. City Manager Stansberry asked if we stop and wait until next year or continue. Mayor Harrison Edwards ask his recommendation and how much he thought was needed. City Manager Stansberry recommendation was to continue street paving while we have the pavers here with their equipment, and an approximate amount of \$40,000. Councilwoman Rogers made a motion seconded by Councilwoman Gump to **approve** an additional \$40,000 from ARPA Funding to continue to pave streets if needed. **(Roll call of votes, Councilwoman Rogers yes, Councilman Bohan yes, Councilwoman Gump yes). Motion carried.**

**Mutual Aid Agreement with Buckhannon Police Department (Action Requested):** Chief Thomas explained to the council what the mutual aid agreement consisted of, and this is just an update because they have always had an agreement. Councilwoman Rogers made a motion seconded by Councilwoman Gump to **approve** the Mutual Aid Agreement with Buckhannon Police Department. **(Roll call of votes, Councilwoman Rogers yes, Councilman Bowen yes, Councilwoman Gump yes). Motion Carried.**

**Downtown Camera RFP Discussion:** City Manager Stansberry informed the council once we are given a price, we will need to work off that price and we will need electric service, and internet. City Manager Stansberry will not be putting this out to the public yet, and if the council had any comments to get back to him by the end of the week.



## New Business

**Attorney General Rite Aid Opioid Settlement Agreement Approval (Action Requested):** City Attorney Bailey provided council with a copy of the Rite Aid Opioid Settlement and discussed the settlement. City Attorney Bailey pointed out that the money received will be used to help deter drug use. Councilwoman got made a motion seconded by Councilman Bohannon to **approve** the Attorney General Rite Aid Opioid Settlement. **(Roll call of votes, Councilwoman Rogers yes, Councilman Bohan yes, Councilwoman Gump yes, Councilman Curtis yes). Motion carried.**

**Appoint/Ratify Chamber of Commerce Representative to Municipal Fees Appeals Board (Action Requested):** City Manager Stansberry and City Attorney Bailey will look further into this to see if a representative has been chosen. Councilwoman Rogers made a motion seconded by Councilman Bohan to **table** Appoint/Ratify Chamber of Commerce Representative to Municipal Fees Appeals Board. **Motion carried.**

**Ordinance 2022-13 Amendment to Municipal Fees Board for Substitute Members (First Reading) (Action Requested):** City Attorney Bailey explained that the municipal fees board only has three members, and you need to have two members for a quorum. City Attorney Bailey went on to explain that if someone is absent or if there's a tie a conflict of interest could occur. City attorney Bailey stated we could have one from City Council, one from the Chamber of Commerce, and one from the General Public. Councilman Bohan recused himself from the reading of the Ordinance 2022-13. Councilwoman Rogers made a motion seconded by Councilman Curtis to **approve** the first reading of the Ordinance 2022-13 Amendment to Municipal Fees Board for Substitution Members by title only. **(Roll call votes, Councilwoman Rogers yes Councilwoman Gump yes, Councilman Curtis yes). Motion carried.**

City Clerk Judy Piercy read the first reading of Ordinance 2022-13 Amendment to Municipal Fees Board for Substitute Members by title only.

Councilwoman Rogers made a motion seconded by Councilman Curtis to **approve** the first reading of Ordinance 2022-13 Amendment to Municipal Fees Board for Substitute Members by title only. **(Roll call of votes, Councilwoman Rogers yes, Councilman Bohan yes, Councilwoman Gump yes, Councilman Curtis yes). Motion carried.**

**Quotation for Rental Ice-Skating Rink (Action Requested):** City Manager Stansberry informed council that the rental of the ice-skating rink was discussed at the Board of Parks and Recreation. The board would like to have it at the Holt Property, but the property would need to be level and we will need to provide electric. City Manager Stansberry stated that we receive 100 pairs of skates, but we will need to price putting rails around the skating rink. Councilman Rogers suggested contacting business to donate and putting up banners with the name of the business and she will look into finding sponsorship for the event. Councilwoman Rogers will try to get bleachers and possibly a shed for the event. City Manager Stansberry thought we could possibly charge a small fee and the skate time would be around 30 minutes Councilwoman Rogers made a motion seconded by Councilman Bohan to **pursue** the rental of the ice-skating rink. **(Roll call of votes. Councilwoman Rogers yes, Councilman Bohan yes, Councilwoman Gump yes, Councilman Curtis yes). Motion carried.**



**Proposed Purchase of Used Combo Sewer/Jetter Vacuum (Action Requested):** City Manager Stansberry provided council information on the 2001 Vactor 2103 and how the machine would be an asset to the city. Councilman Bohan stated keeping the drop inlets cleaned and blowing out the lines would help the city. Councilman Bohan made a motion seconded by Councilman Curtis to **approve** the purchase of a 2001 Vactor 2103 Combination Sewer Cleaner for \$105,300 out of the ARPA Funding. **(Roll call of votes, Councilwoman Rogers yes, Councilman Bohan yes, Councilwoman Gump yes, Councilman Curtis yes).** **Motion carried.**

**General Discussion Regarding Cat Issues Citywide:** City Manager Stansberry provided council with a copy of the Ordinance for cats. Councilman Bohan informed that cats were a problem everywhere in the city. Councilman Bohan suggested that possibly trapping the cats and relocating them to different farmers outside the city. Council discussed the trapping of the cats if the city should trap or hire a private trapper. The discussion continued relocating the cats to the human society and how full they are at this point. Also, the citizens have been feeding the stray cats in different neighborhoods thinking they are helping the cats, which in fact is bringing more cats into that neighborhood.

### **City Manager Update**

**SJMH 50<sup>th</sup> Anniversary October 6, 2022 Discussion:** City Manager Stansberry informed council that SJMH 50<sup>th</sup> Anniversary will be October 6, 2022 and Kevin Stalnaker, Chief Administrator Officer will be attending the October 3, 2022 Regular Session Meeting. A proclamation will be given to Mr. Stalnaker for the hospital.

City Manager Stansberry gave a brief overview of Annexation stating someone on West Second Street would like to be annexed into the city and will work on the proposal for Walmart.

City Manager Stansberry stated we did receive a copy of the codification draft and believes we must sort some things out. The web link is online, but it will not be publicized until it is straightened out. City Manager Stansberry stated once we are in a good place with codification, we will have to pass an ordinance to enact that code.

Columbia Club roof is being worked on and the shingles will be delivered and the area around it will be cleaned up.

### **Adjournment**

Councilman Bohan made a motion seconded by Councilwoman Gump to **adjourn** at 7:49 p.m. **Motion carried.**

Attest

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Mayor, Kim Harrison-Edwards

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City Clerk, Judy Piercy



Special Session City Council  
Tuesday, September 27, 2022 at 6:30 p.m.  
City Municipal Building

**Present:** Mayor Kim Harrison Edwards, Councilwoman Sherry Rogers, Councilman Randy Bohan, Councilwoman Debbie Gump, Councilman Herb Curtis (joined by Zoom), City Manager Nate Stansberry, City Clerk Judy Piercy, City Attorney Brian Bailey, Finance Director Susie Johnston (excused), Chief Josh Thomas, Deputy Chief Keith Talbert, Street Commissioner Mike Starett, Weston Sanitary Board Director Dee Evans (excused).

**Call to Order:** Mayor Harrison Edwards called the meeting to order at 6:35 p.m.

**Pledge of Allegiance:** Mayor Harrison Edwards asked everyone to stand for the Pledge of Allegiance.

**Public Comment:**

No Public Comment.

**Old Business**

No Old Business.

**New Business**

**Fire Department Insurance Renewal (Action Requested):** City Manager Stansberry provided the council with two insurance proposals, one from WV Corp for \$49,202 and ESIP by McNeil & Co. for \$25,453.00. City Manager Stansberry stated the volunteer side will pay half the premium. Councilman Bohan made a motion seconded by Councilwoman Gump to approve ESIP by McNeil & Co. for \$25,453.00 (**Roll call of votes, Councilwoman Rogers yes, Councilman Bohan yes, Councilwoman Gump yes, Councilman Curtis yes**). **Motion carried.** Mayor Harrison Edwards brought to the council's attention that the \$25,453.00 did not include a surcharge of \$95.02. Councilman Bohan amended the motion and made a motion seconded by Councilwoman Gump to approve the amount of \$25,548.02 for ESIP by McNeil & Co. \$25,548.02. (Roll call of votes, Councilwoman Rogers yes, Councilman Bohan yes, Councilwoman Gump yes, Councilman Curtis yes). **Motion carried.**

**Application for LCHS Homecoming Parade October 6, 2022 (Action Required):** Councilwoman Gump made a motion seconded by Councilwoman Rogers to **approve** the Application for LCHS Homecoming Parade on October 6, 2022. **Motion carried.**

**Police Department Personnel (Action Requested) (Executive Session Requested):** City Manager Stansberry recommended going into executive session to discuss Police Department Personnel.



Councilwoman Rogers made a motion seconded by Councilwoman Gump to **enter** executive session at 6:40 p.m. Councilwoman Gump made a motion seconded by Councilwoman Gump to **exit** executive session at 6:54 p.m. **Motion carried.**

**City Manager Update:**

City Manager Stansberry informed council that we have issued a purchase order for the street sweeper but have not for the 2001 Vactor. The 2001 Vactor has been discounted as much as they could allow but did offer to ship both pieces of equipment to us for an additional \$5900, and they will send their trainer and give us \$4000 worth of training, which equals out to around 4 days of training. City Manager Stansberry stated the additional amount of \$5900 was not included in the cost of the 2001 Vactor but it will be on the Regular Session Agenda for approval request.

City Manager Stansberry gave an update on the Ice-Skating Rink informed and the subflooring they offer is \$5 per square foot and with that included in the price we will be over budget. City Manager Stansberry will be pricing the cost of building a 2 X 4 platform because dirt was not solid enough for the planks. Council members discussed about getting sponsors and donations to help with the cost.

City Manager Stansberry informed council that the DOH sounds like they have worked out most of the key issues. They have ground down the deck to make sure the lip has been removed. A meeting has been set up for Friday for a substantial completion at which the punch list will be generated. Mayor Harrison Edwards invited any council member to attend the meeting. City Manager Stansberry informed that once the substantial completion order is created the bridge can be opened. Mayor Harrison Edwards commented that the dedication was planned for December 7<sup>th</sup>, 2022 and Councilwoman Rogers confirmed that date as well. City Manager Stansberry will be having a conversation on Thursday with the DOH about liquidated damages, where the money will go that Bear Construction will owe. City Manager Stansberry has not received a contract about the traffic control and would like for the detour road to be paved.

City Manager Stansberry discussed Amendment 2 with council stating the City Managers Association has really promoted interest for different municipalities to take action on the amendment. We responded to Delegate Burkhammer when he requested information about our pricing which came out to be more than we shared at the meeting. City Manager Stansberry stated from the City Managers Association he will be voting for any type of resolution against the amendment because it has not been thought out very well. City Manager Stansberry has not spoken for the City of Weston because it is not his place to speak for us. If council wants to take any further action, this is happening from other municipalities in early October. City Manager Stansberry asked council if they would like for this to be put on the Regular Session Agenda for further discussion, please let him know.

City Manager Stansberry asked City Attorney Bailey if he would like to discuss the outstanding billboard issue. City Attorney Bailey informed council the billboards beside the Oil Spot and Fox's Pizza, several years ago, an attempt to make a Sign Ordinance and some litigation was over that which resulted in settlement between Weston and Lamar. City Attorney Bailey stated as part of this settlement, an amendment was made to the ordinance that satisfied Lamar. City Attorney Bailey cannot find that official amendment to the ordinance. City Attorney Bailey stated allegedly come January 1, 2023 these billboards must be taken down which is based on the amendment to the zoning ordinance. Mayor



Harrison Edwards informed she gave City Attorney Bailey a copy of what Molly Poe presented the Planning Commission Meeting, and that exact document was presented to City Council, and it was passed. Mayor Harrison Edwards stated she thought if we needed to go through that again because it was part of that lawsuit we need to do so. City Manager Stansberry stated that they will have a conversation with Poe, then we can generate an ordinance that clears the way so the billboards can remain.

City Manager Stansberry touch bases on a post on Facebook that was regarding to a vacant home. The people received a letter from the city about the house being vacant and they thought a wavier should be issued since the house is in probate. City Manager Stansberry stated the goal of the vacant property ordinance was not to keep the house as liability on the city or taxpayers. The building permit can be issued and if the person does not get it done, we can register them send a lien letter, but we still have a dilapidated house. City Manager Stansberry informed as moving forward under the building codes we can try to repair and attach a lien on the property; we would have to get quotes and bring it to council to see what our best option would be. City Manager Stansberry discussed that the properties on the list are not all vacant, but some are uninhabitable, and a separate registry can be created. This would give the owners 18 months to make the property habitable or the city can the property via circuit court, and we can take the property and give us an opportunity to recover any of our cost. City Manager stated they will be working on that ordinance and bring to council.

City Manager Stansberry updated council on the Columbia Club stating the roof should be done this week. Councilwoman Gump stated that the name of the Cultural Center the needs the word community added and this will give the community ownership as well. Mayor Harrison Edwards asked for the naming to be placed on the next Historic Landmarks Commission Agenda.

Street Commissioner Starett gave an update of the streets that were paved and what needed to be paved.

**Adjournment:**

Councilwoman Gump made a motion seconded by Councilman Bohan to adjourn at 7:38 p.m. Motion carried.

Attest

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Mayor, Kim Harrison Edwards

---

City Clerk, Judy Piercy



October 3rd, 2022

**PROCLAMATION TO RECOGNIZE THE 50TH ANIVERSARY OF MON HEALTH  
STONEWALL JACKSON MEMORIAL HOSPITAL, AND THE VALUE AND  
CONTRIBUTIONS TO THE CITY OF WESTON PROVIDED BY MON HEALTH  
STONEWALL JACKSON MEMORIAL HOSPITAL**

**WHEREAS**, Mon Health Stonewall Jackson Memorial Hospital, was established in 1958, and the new facility was opened on November 19, 1972, with the help of key partners including local organizations, local residents, and government agencies.

**WHEREAS**, Mon Health Stonewall Jackson Memorial Hospital is a federally qualified, Joint Commission accredited healthcare delivery system that has provided primary medical, and specialized health services to the residents of north central West Virginia for the past fifty years; and

**WHEREAS**, Mon Health Stonewall Jackson Memorial Hospital is governed by a community-based, volunteer board of directors that reflects the ethnic, racial and economic diversity of the communities in which Mon Health Stonewall Jackson Memorial is located; and

**WHEREAS**, Mon Health Stonewall Jackson Memorial Hospital employs over three hundred sixty individuals, including physicians, nurse practitioners, physician assistants, and other staff; and

**WHEREAS**, Mon Health Stonewall Jackson Memorial Hospital has been recognized nationally as a leader in quality healthcare; and

**NOW, THEREFORE, BE IT RESOLVED BY** The Weston City Council that the City of Weston recognizes the value and contributions to the City provided by Mon Health Stonewall Jackson Hospital; and

**BE IT FURTHER RESOLVED THAT** the Weston City Council does hereby proclaim October 11, 2022 as Mon Health Stonewall Jackson Memorial Hospital Day.

**DONE**, this 3rd day of October, 2022, in the City of Weston, State of West Virginia.

ATTESTED BY:

\_\_\_\_\_  
Kim Harrison-Edwards, Mayor

\_\_\_\_\_  
Judy Piercy, City Clerk



WESTON SANITARY BOARD

702 N. MAIN AVENUE

WESTON, WV 26452 (304)269-1300

MONTHLY REPORT

October 3, 2022

PHASE I PROJECT UPDATE

- SYNAGRO has removed approximately 100 dry tons of sludge. 630 total Dry tons to be removed.
- Michel, Inc. has installed the new Blower. Everything continues to run smoothly with that.

AML PROJECT

- A Grant Application for the AML project has been submitted to the DEP but have heard nothing back yet. The estimated cost of work on the seven mine portals is \$1 million dollars.

JACKSONS MILL PROJECT

- Potesta has been working on the design of the replacement of the wastewater system at Jackson Mill for the past few months. The plans for this project are 90% complete and a set has been sent to the WSB Chief Operator for his review.

PHASE II PROJECT UPDATE

- The Preliminary Engineering Report for this Project is nearly complete. Final cost figures being added and waiting on Rule 42 and financial reports before submission.
- WSB, Region 7 and POTEITA continue to work together to decide on best funding package

PLANT REPORT

- Continue to work with insurance company on damage from lightning strike
- New Blower installed. Working Properly.
- Poured concrete for Chlorine Building
- DMR Training with Steptoe & Johnson
- Sludge Removal has begun with Synagra. Process going well.
- Mowing, weed eating of plant, and access road
- Weekly UV and Filter Cleaning & Maintenance

- Cleaning and Maintenance on Screens, buildings, filter membranes, UV, chlorine building and garages.
- Lab Sample deliveries every day
- Continue Program with WVU on Covid Testing/Plant Influent

#### COLLECTION

- Assisted with Street Paving by raising/lowering many manholes/lids
- Vaced out manholes behind Middle School-Full of Debris
- Several after hour call outs due to other entities: WVAWC, Gas, Storm
- Addressing issues with Sharpe Hospital for not cleaning out Trash Basket
- Assisted DOH trace line by H & M
- Miss Utility Mark-outs

#### PUMPS

- Replaced Transducer at Freemans Creek Station
- Pulled Pumps at Hickory House, Weston Manor, Dansers, Stonecoal
- Met with Rural Water about Electrical Savings
- Found Oil in Stonecoal Station-Notified DEP
- Vaced out Cemetery Station-Precision Pump replaced foot under one pump in station floor.

#### JET CALLS

- 11 Jet Calls 4 Mains 7 Laterals

#### DIRECTOR/OFFICE

- FY 2019 & 2020 Audits Complete
- Working with Steptoe on repeated violations of ordinance by customers
- Working with DEP on customer violation of ordinance
- Discussions with independent contractor regarding BVTTSCC Project Resident Issues
- Continue to aggressively work on delinquent accounts.
- Hearing & Discussions with Steptoe & Johnson Attorney regarding ongoing case with BVTTSCC resident
- Several Discussions/Meetings with Potesta regarding Phase II Sludge Removal Project
- Discussions with Insurance Co regarding Storm Damage
- Discussions with WVU and Engineering firm regarding new water and sewer lines
- Multiple Past Due Phone Calls and Follow-Up Calls made
- Negotiating with customers for Deferred Payment Arrangements
- Weekly Department Head Meetings with City Manager

- Monthly Adjustments
- A/P, Payroll, Reporting
- Daily/Weekly conversations with Engineers/Special Council regarding project
- Working with customers to obtain assistance from Mountaineer Rental for past due WSB Bills
- Continue working on Budget, Rule 42, Financial Reporting with Accountant

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Dee Evans, Director

City of Weston  
Expense Report  
September 2022

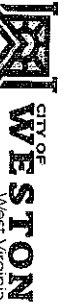
Expense

231.0 · Bank Charges	118.84
409.103 · MAYOR'S OFFICE OFFICIALS SALARIE	500.00
409.104 · MAYOR'S OFFICE PAYROLL TAXES	38.25
410.103 · CITY COUNCIL OFFICIAL'S SALARIES	800.00
410.104 · CITY COUNCIL PAYROLL TAXES	61.20
412.103 · CITY MANAGER WAGES	7,672.80
412.104 · CITY MANAGER-PAYROLL TAXES	574.92
413.237 · TREASURER'S FEES AND TAXES	-22.00
414.103 · FINANCE OFFICE	12,413.49
414.104 · FINANCE DEPT PAYROLL TAXES	934.71
414.223 · FINANCE DEPT. PROF. SERVICES	2,375.00
414.230 · FINANCE DEPT CONTRACT SERV	1,879.66
415.101 · CITY CLERK'S OFFICE - SALARY	5,076.90
415.104 · CITY CLERK'S OFFICE-PAYROLL TAX	383.40
416.101 · POLICE JUDGE'S OFFICIAL'S SALARY	650.00
416.104 · POLICE JUDGE'S PAYROLL TAX	49.73
417.103 · CITY ATTORNEY SALARIES & WAGES	4,758.94
417.104 · CITY ATTORNEY PAYROLL TAXES	364.06
417.223 · CITY ATTORNEY PROFESSION SERVIC	7,120.00
417.341 · CITY ATTORNEY / SUPPLIES	750.00
436.101 · CODE ENFORCEMENT WAGES	4,326.93
436.104 · CODE ENFORCEMENT-PAYROLL TAX	323.31
436.214 · CODE ENFORCEMNT TRAVEL	157.46
436.230 · CODE ENFORCEMENT CONTRACT SVC	1,515.00
440.109 · CITY HALL EYE AND DENTAL INSUR	2,110.64
440.112 · CITY HALL WORKERS COMP	27,509.00
440.211 · CITY HALL TELEPHONE	304.78
440.213 · CITY HALL UTILITIES	
440.251 · CITY HALL WATER	112.66
440.213 · CITY HALL UTILITIES - Other	476.28
Total 440.213 · CITY HALL UTILITIES	588.94
440.215 · CITY HALL M & R BLDGS & GROUNDS	30.45
440.220 · CITY HALL - ADVERTISING	11.74
440.230 · CITY HALL CONTRACTED SERVICES	570.52
440.236 · CITY H ALL PROPERTY TAXES	124.59
440.252 · CITY HALL SANITARY SEWAGE	32.39
440.341 · CITY HALL SUPPLIES & MATERIALS	446.48
700.103 · POLICE SALARIES & WAGES	43,020.80
700.104 · POLICE PAYROLL TAXES	1,729.56
700.210 · POLICE MEDICAL WELLNESS BILLS	117.00
700.217 · POLICE M & R AUTOS/TRUCKS	3,104.64
700.221 · POLICE TRAINING & EDUCATION	-332.88

700.230 · POLICE CONTRACTED SERVICES	50.00
700.459 · POLICE CAPITAL OUTLAY	9,211.02
706.103 · FIRE DEPT SALARIES & WAGES	21,533.52
706.104 · FIRE DEPT PAYROLL TAXES	777.33
706.211 · FIRE DEPT TELEPHONE	105.33
706.213 · FIRE DEPT UTILITIES ELECTRIC	713.03
706.217 · FD VEHICLE MAINTENANCE	130.00
706.250 · FIRE DEPT GAS UTILITY	82.14
706.251 · FIRE DEPT WATER	131.98
706.458 · FD CAPITAL OUTLAY OTHER IMP	862.97
711.230 · COMM. CENTER 911 CONTRACTED SER	3,300.00
715.251 · FIRE HYDRANT WATER UTILITY	497.97
750.103 · STREETS & HWY SALARIES & WAGES	33,013.38
750.104 · STREETS & HWY PAYROLL TAX	2,469.69
750.213 · STREETS & HWY UTILITIES	235.77
750.214 · STREET DEPT TRAVEL	40.21
750.215 · STREETS & HWY BLDG & GROUNDS	712.35
750.216 · STREETS & HWY M & R EQUIPMENT	138.53
750.217 · STREETS & HWY M & R AUTOS & TRU	3,794.71
750.230 · STREETS & HWY CONTRACTED SERVIC	135.80
750.251 · STREET DEPT WATER	47.85
750.252 · STREET DEPT SANITARY SEWAGE	33.67
750.341 · STREETS & HWY SUPPLIES & MAT	
750.600 · STREET DEPT HOT MIX ASPHALT	7,611.43
750.601 · STREET DEPT STONE	369.78
750.341 · STREETS & HWY SUPPLIES & MAT - Other	427.80
Total 750.341 · STREETS & HWY SUPPLIES & MAT	8,409.01
751.213 · STREET LIGHTS UTILITIES	5,229.55
752.213 · SIGNS & SIGNALS UTILITIES	204.72
755.341 · STREET CONST. SUPPLIES	2,883.16
805.341 · STORM SEWER / SUPPLIES	825.00
900.230 · RECREATION CONTRACTED SERVICES	1,020.00
950.230 · BEAUTIFICATION-CONTRACTED SVCS	250.00
950.341 · BEAUTIFICATION-SUPPLIES	222.50
952.103 · CEMETARY / SALARIES	200.00
952.104 · CEMETARY / PAYROLL TAXES	15.30
952.230 · CEMETERIES CONTRACTED SERVICES	1,100.00
977.000 · STREET DEPT-S/T CAP IMPROVEMENT	4,888.00
<b>Total Expense</b>	<b>235,455.74</b>

City of Weston  
Balance Sheet  
September 30, 2022

9/30/2022	General Fund	\$	1,187,042.45
9/30/2022	Payroll Account	\$	7,618.17
9/30/2022	Rainy Day Fund	\$	75,995.16
<b>8/31/2022</b>	ARPA Account	\$	1,121,322.99
9/30/2022	Police Equipment	\$	1,550.88
9/30/2022	K-9 Fund	\$	378.70
9/30/2022	Off Set/Holding Acct	\$	892.01
9/30/2022	Coal Severance	\$	33,225.14
9/30/2022	Community Dev Fund	\$	1,188.44
9/30/2022	City of Weston - IBA	\$	2,469.35
	Total Cash Assets	\$	2,431,683.29



City of Weston

Gross Revenue by Source, Month-to-Month Comparison  
Fiscal Year 2023

	Jul-22	Aug-22	Sep-22	YTD Total
Municipal Fees	\$ 163,604.50	\$ 48,019.00	\$ 10,296.25	\$ 221,919.75
B&O	\$ 104,930.11	\$ 78,219.63	\$ 4,373.08	\$ 187,522.82
Business License	\$ 5,927.50	\$ 3,675.90	\$ 515.00	\$ 10,118.40
Permits	\$ 562.50	\$ 682.50	\$ 440.00	\$ 1,685.00
Excise Tax	\$ 11,465.61	\$ 12,785.96	\$ 11,848.66	\$ 36,100.23
Reimbursement	\$ 1,214.17	\$ 4,672.48	\$ 20,496.29	\$ 26,382.94
Franchise Tax	\$ 3,213.32	\$ 250.00	\$ 2,866.98	\$ 6,330.30
Property Tax	\$ 3,481.81	\$ 36,463.09	\$ 142,896.26	\$ 182,841.16
Police	\$ 533.00	\$ 1,095.00	\$ 1,424.62	\$ 3,052.62
Animal Tax	\$ 5.52	\$ 70.00	\$ 216.00	\$ 291.52
Paid Parking	\$ 1,200.00	\$ -	\$ 70.00	\$ 1,270.00
Money from Jerry Stout	\$ 311.40	\$ -	\$ -	\$ 311.40
Donation	\$ 818.00	\$ -	\$ -	\$ 818.00
Property Registration	\$ -	\$ -	\$ 1,375.00	\$ 1,375.00
<b>Total Gross Revenue</b>	<b>\$ 297,267.44</b>	<b>\$ 185,933.56</b>	<b>\$ 196,818.14</b>	<b>\$ 680,019.14</b>

*Weston, the City of West Virginia*

102 W. Second Street  
Weston, WV 26452

P 304.269.6141  
F 304.269.7842

Kim Harrison  
Mayor

## September Report 2022

### Street Department

- **Cleaned edge of road for paving company on Brooke Street, View Street, Spring Street, and Montgomery Road**
- **Blacktop patched 13 ton in front of the Weston Volunteer Fire Department**
- **Milled water cuts for the Water Company on Willow Street, School Drive, Olive Street, Kunst Drive, two on Cottage Avenue, Mid Avenue, Arch Street**
- **Blacktop patched water cuts for the Water Company**
- **Milled potholes for patching in Ward 3**
- **Cleaned and hauled trash to the dump from resident on Bennett Avenue**
- **Pothole patched in Ward 3 roughly 20 ton**
- **Milled alley off Burnside Avenue, applied millings to the alley, leveled out the millings, and rolled and vibrated them in**
- **Blacktop patched in Ward 3 roughly 10 ton**
- **Milled for blacktop in Ward 4**
- **Milled Montgomery Alley, leveled what was milled up, and rolled and vibrated back in rock**
- **Widened turn around/parking area at Arnold Hill Cemetery**
- **Blacktop patched roughly 13 ton in Ward 4**
- **Installed new bristles and hardware on the sweeper attachment for the skid steer**
- **Mowed and weedeated at the shop**
- **Weedeated lot at the corner of W 2<sup>nd</sup> Street and Water Street Thyme Bistro**
- **Had two employees come in on Saturday the 17<sup>th</sup> to open and close Main Street for the Fall Festival**
- **Rebuilt two catch basins in Ward 4 one being at Court and 4<sup>th</sup> intersection and the other in the back lot of the Middle School**
- **Repaired walking bridge at the Polk Creek Park**
- **Installed new 8-inch smooth wall pipe on Broad Street and rebuilt the drop inlet**
- **Passed out multiple notices for the residents affected by the paving company**
- **Watered flowers daily**
- **Trash duty weekly**
- **Cleaned out equipment and checked fluids in equipment**
- **Delivered cabinet to the City Building from the Street Department**
- **Investigated concern forms**
- **Marked multiple 811s**
- **Assisted Fire Department with removing a section of their drain in front of**



**the Fire Department**

- Dye tested a residents drain lines on Lynn Avenue to try and figure out the layout of his drainage
- Assisted Parrotta Paving Company with traffic control and means of parking

**Blacktop tonnage for September 2022: Roughly 56 ton**

**Paved Roads as of September 29, 2022**

**Ward 4**

- Center Avenue from bridge to 8<sup>th</sup> Street
- 8<sup>th</sup> Street from Center to Court
- 7<sup>th</sup> Street from Center to Court
- 6<sup>th</sup> Street from Center to Court
- Court Avenue from Candle Magic to the Court Avenue and 4<sup>th</sup> Street intersection
- Weston Volunteer Fire Department

**Ward 1**

- Heath Court from 1<sup>st</sup> Street to Willow Street
- Willow Park Parking Lot
- Kitson Street from dead end to 19 South
- Terrace Avenue/River Road from bottom of hill to tie in at City and State bonding point

**Ward 2**

- Hunter Avenue from beginning tie in on 33 West to the end tie in on 33 West
- Hunter Street from 33 West tie in to Fall Street
- Broad Street from Howell Street bridge to end point at 329 Broad Street
- Brooke Street from Depot Street to Minden Street

**Ward 3**

- Mid Avenue from Real Life Church to just shy of the Montgomery Road Mid Avenue Intersection

**Remaining to be Paved**

**Ward 1**

- Reservoir Street from bottom of hill to end

- **School Drive from Bank Street to E 2<sup>nd</sup> Street**

**Ward 2**

- **Pleasant Drive/ Orchard Street from just shy of W 2<sup>nd</sup> Street to dead end of Orchard Street**
- **Spring Street from 328 Spring Street to W 4<sup>th</sup> Street intersection**
- **W 4<sup>th</sup> Street from Spring Street intersection to Street Department**

**Ward 3**

- **Mid Avenue on the remaining section unpaved**
- **Montgomery Road from Mid Avenue to Summit Street**
- **Summit Street from Spring Street to Montgomery Road**
- **View Street from dead end to Summit Street**



# WESTON POLICE DEPARTMENT

## Law Total Incident Report, by Nature of Incident

<u>Nature of Incident</u>	<u>Total Incidents</u>
911 Hang Up	1
Abandoned Call	1
Abandoned Vehicle	1
Alarm Investigation	5
Altercation	4
Animal Bite	1
Animal Lost/Found	1
Animal Problem	9
Assault	1
Assist Other Agency	1
B&E Active	3
Battery	1
CAD2CAD	1
Cardiac Arrest	1
Complaint Parking	2
Complaint	6
Complaint ATV	1
Complaint Drug	2
Dispute	4
DOA/DOS	1
Domestic	8
Domestic Active	4
DUI Alcohol or Drugs	1
DVP/Violation	1
Illegal Burning	1
Information	2
Intoxicated Driver	1
Intoxicated Subject	1
Investigation	1
Larceny	2
Leaving The Scene	1
Missing Child	1
Motorist Asstist	2
MVC/Motor Veh Crash	18
Noise Complaint	1
Open Door	2
Overdose	1
Patrol Request	2
Prowler	1
Reckless Driver	9
Remove Person	8
Search Warrant	1
Shoplifting	1
Shots Fired	1

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<u>Nature of Incident</u>	<u>Total Incidents</u>
Speak To Officer	19
Stolen Property	5
Stolen Vehicle	1
Subject In Roadway	1
Suicide	1
Suspicious	4
Suspicious Pers	12
Threats	3
Traffic Violation	5

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Total reported: 169

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**Report Includes:**

All dates between '00:00:00 09/01/22' and '00:00:00 10/01/22', All agencies matching 'WPD', All natures less than 'Traffic Stop', All locations, All responsible officers, All dispositions, All clearance codes, All observed offenses, All reported offenses, All offense codes, All circumstance codes



# WESTON POLICE DEPARTMENT

## Law Total Incident Report, by Nature of Incident

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<u>Nature of Incident</u>	<u>Total Incidents</u>
B&E Active	2
Battery	1
DOA/DOS	1
Domestic	1
DUI Alcohol or Drugs	1
DVP/Violation	1
Larceny	2
MVC/Motor Veh Crash	3
Reckless Driver	1
Speak To Officer	1
Stolen Property	1
Suicide	1

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Total reported: 16

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### Report Includes:

All dates between '00:00:00 09/01/22' and '00:00:00 10/01/22', All agencies matching 'WPD', All natures, All locations, All responsible officers, All dispositions, All clearance codes matching 'RPT', All observed offenses, All reported offenses, All offense codes, All circumstance codes



# WESTON POLICE DEPARTMENT

## Law Total Incident Report, by Nature of Incident

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**Nature of Incident**

DUI Alcohol or Drugs  
Remove Person

**Total Incidents**

1  
1

---

Total reported: 2

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**Report Includes:**

All dates between '00:00:00 09/01/22' and '00:00:00 10/01/22', All agencies matching 'WPD', All natures, All locations, All responsible officers, All dispositions matching '2', All clearance codes, All observed offenses, All reported offenses, All offense codes, All circumstance codes

Citations

Address	Incident Date	Charge
	9/1/2022 8:02	No Insurance Cert. carried
	9/1/2022 8:02	Expired MVI
415-450 East 3rd Street	9/22/2022 10:42	Shoplifting - 2nd offense
	9/28/2022 8:45	Expired MVI 06/2022
	9/28/2022 8:45	No Insurance Certificate Carried
204-209 Court Avenue	9/28/2022 9:18	No Insurance Certificate Carried
	9/29/2022 14:39	No Insurance
W. 2nd	9/12/2022	Expired MVI
Karl Street	9/17/2022	Illegal Burning
W. 2nd	9/9/2022	Left of Center
W. 2nd	9/9/2022	No Ins. Cert Carried
S. Main	9/23/2022	Expired Drivers license
Main Street	9/23/2022	No Ins. Cert Carried



WESTON FIRE DEPARTMENT  
 REPORT FOR THE MONTH OF  
 september 2022  
 "On the job 'til the job is done"



TOTAL CALLS
TOTAL MEETINGS & DRILLS
TOTAL CALLS INSIDE THE CITY
TOTAL CALLS OUTSIDE THE CITY

128
4
92
18

--

TOTAL MUTUAL-AID CALLS
ASSISTS TO JACKSONS MILL
ASSISTS TO JANE LEW
ASSISTS TO MIDWAY
ASSISTS TO PRICETOWN
ASSISTS TO WALKERSVILLE
ASSISTS TO THE SQUAD

18
1
1
0
2
1
55

FROM
FROM
FROM
FROM
FROM
FROM

1
4
0
3
0
0

OUT OF COUNTY CALLS
PAID MAN LEFT THE CITY
TOTAL MILES
TOTAL APPARATUS HOURS
TOTAL MAN HOURS
TOTAL LOSS IN THE CITY
TOTAL LOSS OUTSIDE THE CITY
BURNING PERMITS ISSUED
MVC'S INSIDE THE CITY
MVC'S OUTSIDE THE CITY
WORKING STRUCTURE FIRES
WORKING AUTO FIRES
WORKING BRUSH FIRES
WORKING FIRES, OTHER

3
2
711
81
476
\$41,500
\$2,000
31
21
6
5
0
0
3

SAVED
SAVED

\$250,000
\$30,000

ADDITIONAL REMARKS

Attended all fire dept meetings and drills  
 Worked on parking lot to get ready for paving  
 City Engine Went out of service for mechanical failure 9-17-2022 back in service 9-30-2022  
 estimate for repair \$8,000.00 high pressure fuel pump and injector problem



1037  
908

Weston Fire Dept.

Copy of Copy of Fire and EMS Combined List by Inci

Alarm Date Between {09/01/2022} And {09/30/2022}  
and District = "1A "

Incident	Type	Date	Location	Description
22-0000909-0	FIRE	09/01/2022	72 Quarry Glen	No Incident found on arrival
22-0000910-0	FIRE	09/01/2022	538 Court AVE	Medical assist, assist EMS
22-0000911-0	FIRE	09/02/2022	US Highway 33 E & Market Place Mall	Motor Vehicle Accident with
22-0000913-0	FIRE	09/02/2022	650 Craig ST /Weston Commons/307	Medical assist, assist EMS
22-0000915-0	FIRE	09/02/2022	250 Court AVE	Motor Vehicle Accident with
22-0000916-0	FIRE	09/03/2022	126 E 2nd ST E	Motor Vehicle Accident with
22-0000918-0	FIRE	09/03/2022	260 W 4th ST	Medical assist, assist EMS
22-0000919-0	FIRE	09/04/2022	220 McGary AVE	Medical assist, assist EMS
22-0000920-0	FIRE	09/04/2022	538 Court AVE	Medical assist, assist EMS
22-0000921-0	FIRE	09/04/2022	306 Center AVE	Medical assist, assist EMS
22-0000923-0	FIRE	09/04/2022	808 Cemetery ST	Medical assist, assist EMS
22-0000924-0	FIRE	09/04/2022	215 State ST	Extrication of victim(s)
22-0000925-0	FIRE	09/05/2022	97.8 MM Interstate 79 /NB	Motor Vehicle Accident with
22-0000926-0	FIRE	09/05/2022	N River AVE & Mid AVE	No Incident found on arrival
22-0000929-0	FIRE	09/06/2022	22 Quarry Glen /101	Medical assist, assist EMS
22-0000930-0	FIRE	09/06/2022	124 E 1st ST /Criss Manor/404	Medical assist, assist EMS
22-0000931-0	FIRE	09/06/2022	111 Brown AVE	Carbon monoxide incident
22-0000932-0	FIRE	09/06/2022	E 2nd ST E & Water ST	Motor vehicle accident with
22-0000933-0	FIRE	09/07/2022	274 W 4th ST	Medical assist, assist EMS
22-0000934-0	FIRE	09/07/2022	178 W 2nd ST	Medical assist, assist EMS
22-0000935-0	FIRE	09/07/2022	251 W 2nd ST	Medical assist, assist EMS
22-0000936-0	FIRE	09/07/2022	Mid AVE & N River AVE	No Incident found on arrival
22-0000939-0	FIRE	09/08/2022	25 Garton PLZ	Dispatched & cancelled en
22-0000940-0	FIRE	09/08/2022	761 Camden AVE	Medical assist, assist EMS
22-0000941-0	FIRE	09/08/2022	546 W 2nd ST	Medical assist, assist EMS
22-0000942-0	FIRE	09/10/2022	E 1st ST	Medical assist, assist EMS
22-0000943-0	FIRE	09/10/2022	613 Broad ST	Medical assist, assist EMS
22-0000944-0	FIRE	09/11/2022	327 Wright ST	Medical assist, assist EMS
22-0000945-0	FIRE	09/11/2022	US Highway 33 E & Berlin RD	Motor Vehicle Accident with
22-0000946-0	FIRE	09/11/2022	569 W 2nd ST	Medical assist, assist EMS
22-0000947-0	FIRE	09/12/2022	244 W 2nd ST /1	Medical assist, assist EMS
22-0000948-0	FIRE	09/12/2022	650 Craig ST /304	Medical assist, assist EMS
22-0000949-0	FIRE	09/12/2022	546 W 2nd ST	Medical assist, assist EMS
22-0000950-0	FIRE	09/12/2022	E 2nd ST E & Center AVE	Motor Vehicle Accident with
22-0000953-0	FIRE	09/13/2022	124 E 1st ST /Criss Manor	Medical assist, assist EMS
22-0000954-0	FIRE	09/13/2022	16 Center AVE	Motor Vehicle Accident with
22-0000955-0	FIRE	09/13/2022	124 E 1st ST /Criss Manor/501	Medical assist, assist EMS
22-0000956-0	FIRE	09/13/2022	35 Elizebeth DR /Eagles Treasures	Smoke scare, odor of smoke

Weston Fire Dept.

Copy of Copy of Fire and EMS Combined List by Inci

Alarm Date Between {09/01/2022} And {09/30/2022}  
and District = "1A "

Incident	Type	Date	Location	Description
22-0000958-0	FIRE	09/14/2022	119 S Main AVE	Motor Vehicle Accident with
22-0000959-0	FIRE	09/14/2022	98 MM Interstate 79	Motor Vehicle Accident with
22-0000960-0	FIRE	09/14/2022	627 Broad ST	Medical assist, assist EMS
22-0000961-0	FIRE	09/14/2022	US Highway 33 E & Berlin RD	Motor Vehicle Accident with
22-0000963-0	FIRE	09/15/2022	569 W 2nd ST	Medical assist, assist EMS
22-0000964-0	FIRE	09/15/2022	626 Broad ST	Dispatched & cancelled en
22-0000965-0	FIRE	09/15/2022	410 Monroe AVE	Medical assist, assist EMS
22-0000966-0	FIRE	09/15/2022	389 Monroe AVE	Dispatched & cancelled en
22-0000967-0	FIRE	09/15/2022	266.5 High ST	Medical assist, assist EMS
22-0000969-0	FIRE	09/16/2022	569 W 2nd ST	Medical assist, assist EMS
22-0000971-0	FIRE	09/16/2022	410 Monroe AVE	Medical assist, assist EMS
22-0000972-0	FIRE	09/16/2022	445 Main AVE	Motor Vehicle Accident with
22-0000973-0	FIRE	09/17/2022	410 Monroe AVE	Medical assist, assist EMS
22-0000974-0	FIRE	09/17/2022	119 Bank ST	Medical assist, assist EMS
22-0000976-0	FIRE	09/17/2022	124 E 1st ST /302	Medical assist, assist EMS
22-0000977-0	FIRE	09/17/2022	709 W 2nd ST	Unauthorized burning
22-0000979-0	FIRE	09/18/2022	735.5 W 2nd ST	Building fire
22-0000980-0	FIRE	09/18/2022	711 Lynn AVE	Gas leak (natural gas or
22-0000981-0	FIRE	09/18/2022	223 Bland ST	Medical assist, assist EMS
22-0000982-0	FIRE	09/18/2022	735.5 W 2nd ST	Building fire
22-0000985-0	FIRE	09/19/2022	401 John ST	Smoke detector activation
22-0000987-0	FIRE	09/19/2022	124 E 1st ST /504	Medical assist, assist EMS
22-0000988-0	FIRE	09/19/2022	650 Craig ST /307	Medical assist, assist EMS
22-0000990-0	FIRE	09/20/2022	97 Staunton DR	Medical assist, assist EMS
22-0000991-0	FIRE	09/20/2022	107 Staunton DR	Medical assist, assist EMS
22-0000995-0	FIRE	09/21/2022	650 Craig ST /Weston Commons/100	Medical assist, assist EMS
22-0000998-0	FIRE	09/21/2022	124 E 1st ST /Criss Manor/305	Medical assist, assist EMS
22-0000999-0	FIRE	09/21/2022	238 Depot ST /P.G. Hardware	Dispatched & cancelled en
22-0001000-0	FIRE	09/21/2022	134 Chestnut ST	Medical assist, assist EMS
22-0001002-0	FIRE	09/21/2022	Main AVE & E 1st ST	Extrication of victim(s)
22-0001003-0	FIRE	09/21/2022	US Highway 33 E & Staunton DR	Motor Vehicle Accident with
22-0001004-0	FIRE	09/22/2022	742 Camden AVE	Medical assist, assist EMS
22-0001005-0	FIRE	09/22/2022	124 E 1st ST /Criss Manor/501	Medical assist, assist EMS
22-0001006-0	FIRE	09/22/2022	219 Broad ST	Police matter
22-0001007-0	FIRE	09/22/2022	401 John ST	Motor vehicle/pedestrian
22-0001008-0	FIRE	09/23/2022	620 Lynn AVE	Medical assist, assist EMS
22-0001011-0	FIRE	09/23/2022	193 Summit ST	Medical assist, assist EMS
22-0001013-0	FIRE	09/23/2022	210 Center AVE	Motor Vehicle Accident with

Weston Fire Dept.

Copy of Copy of Fire and EMS Combined List by Inci

Alarm Date Between {09/01/2022} And {09/30/2022}  
and District = "1A "

Incident	Type	Date	Location	Description
22-0001015-0	FIRE	09/24/2022	650 Craig ST /Weston Commons/107	Dispatched & cancelled en
22-0001016-0	FIRE	09/25/2022	244 W 2nd ST /3	Medical assist, assist EMS
22-0001017-0	FIRE	09/25/2022	793 US Highway 33 E	Motor Vehicle Accident with
22-0001018-0	FIRE	09/25/2022	804 Cemetery ST	Medical assist, assist EMS
22-0001020-0	FIRE	09/26/2022	401 John ST /Weston Arbors	Dispatched & cancelled en
22-0001023-0	FIRE	09/28/2022	99 MM Interstate 79	Motor Vehicle Accident with
22-0001028-0	FIRE	09/29/2022	2 Alum AVE	Medical assist, assist EMS
22-0001029-0	FIRE	09/29/2022	415 E 3rd ST E	Motor Vehicle Accident with
22-0001030-0	FIRE	09/30/2022	392 W 2nd ST	Medical assist, assist EMS
22-0001031-0	FIRE	09/30/2022	142 Main AVE /Titus Apartments/208	Medical assist, assist EMS
22-0001032-0	FIRE	09/30/2022	201 Main AVE	Medical assist, assist EMS
22-0001033-0	FIRE	09/30/2022	650 Craig ST /Weston Commons/110	Medical assist, assist EMS
22-0001034-0	FIRE	09/30/2022	358 Court AVE /RLBMS	Medical assist, assist EMS
22-0001035-0	FIRE	09/30/2022	530 Court AVE	Motor Vehicle Accident with
22-0001036-0	FIRE	09/30/2022	251 W 2nd ST	Medical assist, assist EMS
22-0001037-0	FIRE	09/30/2022	US Highway 33 W & MM Interstate 79	Motor Vehicle Accident with

**Total Incident Count 92**

Weston Fire Dept.

Copy of Copy of Fire and EMS Combined List by Inci

Alarm Date Between {09/01/2022} And {09/30/2022}  
and District = "1B "

<b>Incident</b>	<b>Type</b>	<b>Date</b>	<b>Location</b>	<b>Description</b>
22-0000912-0	FIRE	09/02/2022	96.5 MM Interstate 79 /North Bound	Motor vehicle accident with
22-0000914-0	FIRE	09/02/2022	86 MM Interstate 79	Dispatched & cancelled en
22-0000917-0	FIRE	09/03/2022	3000 Copley RD	Motor Vehicle Accident with
22-0000922-0	FIRE	09/04/2022	936 Sharpe Hospital RD	Medical assist, assist EMS
22-0000927-0	FIRE	09/05/2022	265 National DR	Public service assistance,
22-0000937-0	FIRE	09/08/2022	92 MM Interstate 79	Dispatched & cancelled en
22-0000952-0	FIRE	09/12/2022	85 MM Interstate 79 /NB	Motor Vehicle Accident with
22-0000975-0	FIRE	09/17/2022	431 Homewood RD	Building fire
22-0000978-0	FIRE	09/18/2022	431 Homewood RD	Building fire
22-0000983-0	FIRE	09/19/2022	86.5 MM Interstate 79	Motor Vehicle Accident with
22-0000986-0	FIRE	09/19/2022	206 Whitt RD	Power line down
22-0000989-0	FIRE	09/19/2022	1500 Smith Run RD	Motor Vehicle Accident with
22-0000992-0	FIRE	09/20/2022	69 Lights LN	Dispatched & cancelled en
22-0001001-0	FIRE	09/21/2022	165 Heater Hollow	Medical assist, assist EMS
22-0001010-0	FIRE	09/23/2022	3170 Old Route 33	Gas leak (natural gas or
22-0001014-0	FIRE	09/23/2022	165 Heater Hollow	Medical assist, assist EMS
22-0001026-0	FIRE	09/29/2022	1616 US Highway 19 N	Medical assist, assist EMS
22-0001027-0	FIRE	09/29/2022	96 MM Interstate 79 /SB	Dispatched & cancelled en

**Total Incident Count            18**

**Weston Fire Dept.**

**Incident Type Report (Summary)**

**Alarm Date Between {09/01/2022} And {09/30/2022}**

Incident Type	Count	Pct of Incidents	Total Est Loss	Pct of Losses
<b>1 Fire</b>				
111 Building fire	6	4.65%	\$41,500	100.00%
	<b>6</b>	<b>4.65%</b>	<b>\$41,500</b>	<b>100.00%</b>
<b>3 Rescue &amp; Emergency Medical Service Incident</b>				
311 Medical assist, assist EMS crew	57	44.18%	\$0	0.00%
322 Motor vehicle accident with injuries	2	1.55%	\$0	0.00%
323 Motor vehicle/pedestrian accident (MV Ped)	1	0.77%	\$0	0.00%
324 Motor Vehicle Accident with no injuries	25	19.37%	\$0	0.00%
351 Extrication of victim(s) from	1	0.77%	\$0	0.00%
352 Extrication of victim(s) from vehicle	2	1.55%	\$0	0.00%
	<b>88</b>	<b>68.21%</b>	<b>\$0</b>	<b>0.00%</b>
<b>4 Hazardous Condition (No Fire)</b>				
412 Gas leak (natural gas or LPG)	2	1.55%	\$0	0.00%
424 Carbon monoxide incident	1	0.77%	\$0	0.00%
444 Power line down	1	0.77%	\$0	0.00%
	<b>4</b>	<b>3.10%</b>	<b>\$0</b>	<b>0.00%</b>
<b>5 Service Call</b>				
550 Public service assistance, Other	1	0.77%	\$0	0.00%
552 Police matter	1	0.77%	\$0	0.00%
561 Unauthorized burning	1	0.77%	\$0	0.00%
	<b>3</b>	<b>2.32%</b>	<b>\$0</b>	<b>0.00%</b>
<b>6 Good Intent Call</b>				
611 Dispatched & cancelled en route	22	17.05%	\$0	0.00%
622 No Incident found on arrival at dispatch	4	3.10%	\$0	0.00%
651 Smoke scare, odor of smoke	1	0.77%	\$0	0.00%
	<b>27</b>	<b>20.93%</b>	<b>\$0</b>	<b>0.00%</b>
<b>7 False Alarm &amp; False Call</b>				
733 Smoke detector activation due to	1	0.77%	\$0	0.00%
	<b>1</b>	<b>0.77%</b>	<b>\$0</b>	<b>0.00%</b>

**Total Incident Count: 129**

**Total Est Loss:**

**\$41,500**

Weston Fire Dept.

Dollar Value Saved & Loss Analysis

Alarm Date Between {09/01/2022} And {09/30/2022}

a

Incident Type	Count	Total Values	Total Losses	Total Saved	Percent Lost	Percent Saved
111 Building fire	3	\$41,500	\$41,500	\$0	100.00%	0.00%
Grand Totals	3	\$41,500	\$41,500	\$0		

Total Percent Lost: 100.00%

Total Percent Saved: 0.00%

Weston Fire Dept.

Aid Responses by Department (Summary)

Alarm Date Between {09/01/2022} And {09/30/2022}

Type of Aid	Count
<b>10 Out of County</b>	
Mutual aid given	2
	<hr/>
	2
<b>11 Buckhannon Fire Department</b>	
Mutual aid given	1
	<hr/>
	1
<b>2 Jane Lew Volunteer Fire Department</b>	
Mutual aid received	1
Automatic aid received	3
Mutual aid given	1
	<hr/>
	5
<b>3 Pricetown Volunteer Fire Department</b>	
Mutual aid received	1
Automatic aid received	2
Automatic aid given	2
	<hr/>
	5
<b>4 Walkersville Volunteer Fire Department</b>	
Automatic aid given	1
	<hr/>
	1
<b>5 Jackson's Mill Volunteer Fire Department</b>	
Mutual aid received	1
Automatic aid received	1
	<hr/>
	2
<b>8 Lewis County Emergency Ambulance Authority</b>	
Mutual aid given	2
Automatic aid given	53
	<hr/>
	55

MARTY LEWIS

CODE ENFORCEMENT OFFICER

REPORT FOR SEPTEMBER 2022

BUILDING PERMITS

TOTAL – 7

CITIZENS CONCERNS

TOTAL – 6

WARD I - 0

WARD II - II

WARD III - I

WARD IV – I

WARNINGS

TOTAL – 7

CORRECTIVE ORDERS

TOTAL – 0

1. CLEANED UP TRASH FROM DILAPIDATED HOUSE ON E 2<sup>ND</sup>
2. ST.
3. ATTENDED BROWNFIELDS CONFERENCE TO LEARN ABOUT GRANT FUNDING FOR DILAPIDATED HOUSING.
4. ATTENDED ONE DAY CONFERENCE ON SNOW AND ICE MANAGEMENT.
5. OVERSEEING WORK AND CONTRACTORS ON NEW BANK AND COLUMBIA CLUB.
6. ISSUED INVOICES FOR ALL VACANT STRUCTURES BOTH COMMERCIAL AND RESIDENTIAL. ALSO, FOR THE DILAPIDATED PROPERTIES.
7. HAD NONCOMPLIANT YARDS MOWED.
8. ONLINE MEETING ABOUT HOUSEHOLD HAZARDOUS WASTE.



## **Ordinance 2022-11**

### **Ordinance Reconfiguring and Redefining the Roles and Purposes of the Weston City Tree Board**

Whereas, West Virginia Code §8-12-5(29) authorizes municipalities to “provide for the protection and conservation of shade or ornamental trees, whether on public or private property, and for the removal of trees or limbs of trees in a dangerous condition”;

Whereas, the City of Weston created a City Tree Commission in April, 1981;

Whereas, the City Tree Commission has been unused or under-utilized;

Whereas the requirements of the 1981 Ordinance, particularly the requirement of seven (7) members to be on the Commission, have become too cumbersome to effectively institute and maintain a Tree Commission;

Whereas, the 1981 Ordinance creating the City Tree Commission needs replaced;

The City of Weston now replaces the 1981 City Tree Commission Ordinance with this Ordinance:

#### **Section 1. Definitions**

TREE/TREES are defined as trees, shrubs, bushes, and other woody vegetation

STREET TREES are defined as trees, shrubs, bushes and all other woody vegetation upon or along any sidewalk or street in the City of Weston.

PARK TREES are defined as trees, shrubs, bushes and all other woody vegetation in public parks having individual names, and all areas owned by the City of Weston, or to which the public has free access as a park.

PRIVATE PROPERTY TREES are defined as trees, shrubs, bushes and all other woody vegetation located on private property

#### **Section 2. Issues Regarding Street Trees, Park Trees, and Private Property Trees Shall Be Heard by the Code Appeals Board**

Issues that arise under the purview of this Ordinance shall be heard by the Weston Code Appeals Board (“Board”).

### **Section 3. Compensation.**

Members of the Weston Code Appeals shall serve without compensation in matters related to this Ordinance.

### **Section 4. Duties and Responsibilities of Weston Code Appeals Board.**

It may be, at the direction of City Council, the responsibility of the Weston Code Appeals Board to study, investigate, counsel and develop and/or update annually, and administer a written plan for the care, preservation, pruning, planting, replanting, removal or disposition of trees and shrubs in parks, along streets and in other public areas. Such plans may, at the request of City Council, be presented annually to the City Council of the City of Weston and upon its acceptance an approval thereof shall constitute the official comprehensive City tree plan for the City of Weston, Lewis County, West Virginia.

The Board, when requested by the common council of the City of Weston, shall consider, investigate, make findings, report and recommend upon any special matter or question coming within the scope of its work.

### **Section 5. Pruning; Corner Clearance; Appeals.**

Every owner of any tree overhanging any street or right of way within the City shall prune the branches so that such branches shall:

- not obstruct the light from any street lamp; or
- obstruct the view of any street intersection.

All owners of private property trees shall maintain said trees so that there shall be a clear space of eight feet (8 feet) above the surface of the street or sidewalk. The City of Weston shall also maintain any street trees in the same manner.

Said owner shall remove all dead, diseased or dangerous private property trees, or broken or decayed limbs on private property trees which constitute a reasonable threat to the safety of the public. The City shall have the right to prune any private property tree when the tree:

- reasonably interferes with the proper spread of light along the street from a street-lamp; or
- reasonably interferes with visibility of any traffic control signal or device.

The City of Weston, through the Building Code Official, shall have the authority to order private property tree owners, at the cost to the owner, to prune or remove any private property tree(s) that poses a reasonable threat to public health or safety. Owners may appeal such decision to the Code Appeals Board. Such appeal must occur within 10 days of the order given by Weston. The Code Appeals Board shall oversee appeals consistent with its rules for hearing appeals.

The Code Appeals Board's decision can be appealed to any court competent jurisdiction.

The City of Weston shall maintain its Street and Park trees in a manner consistent with this Ordinance or other orders of the Weston Code Appeals Board.

**Section 6. Dead or Diseased Tree Removal on Private Property**

The City of Weston, through the Building Code Official, shall have the right to cause the removal of any dead or diseased private property tree the City when such tree constitutes a reasonable threat to public health and safety, reasonable threat to damage of property, or harbors insects or disease which constitute a reasonable threat to other trees within the City.

The Building Code Official will notify the owners of such trees, in writing, of the requirement to remove said trees. Removal shall be done by said owners at their own expense within sixty (60) days, or a shorter time if the situation requires it, after the date of service of notice. Owners may appeal such decision to the Code Appeals Board.

In the event of failure of owners to comply with such order, and no appeal is filed, the City shall have the authority to remove such trees and charge the costs of removal thereof to the owners of the property and to file liens, or seek other legal remedies, in the manner that other municipal liens are filed and enforced.

**Section 7. Removal of Stumps.**

All stumps of street and park trees shall be removed below the surface of the ground so that the top of the stump shall not project above the surface of the ground. In the event a stump of a private property tree reasonably becomes a threat to public health or safety, the City of Weston shall have the authority to order said stump removed in a manner that alleviates the threat.

**Section 8. Repeal of All Prior Conflicting Ordinances**

All ordinances in conflict herewith are hereby repealed.

**Section 9. Severability**

If a part of this ordinance is for any reason declared unconstitutional or otherwise invalid, the decision of the Court shall not affect the validity of any remaining portion.

**Section 10. Effective Date**

This ordinance shall take effect on the day it is passed by City Council.

First Reading 7/5/2022

Second Reading \_\_\_\_\_

\_\_\_\_\_  
Kim Harrison-Edwards, Mayor

\_\_\_\_\_  
Judy Piercy, City Clerk

**2022 Ordinance Providing Supplemental Areas and Times  
When Parking on City Property, in City Parking Lots, and on  
City Streets Is Prohibited**

WHEREAS, Weston adopted a Traffic Code in September 2021;

WHEREAS, said Traffic Code indicates various places where parking a vehicle is forbidden;

WHEREAS, the City of Weston has determined that additional parking restrictions must be made;

WHEREAS, pursuant to West Virginia Code §8-12-2(a)(5), West Virginia Code §8-12-2(a)(9), West Virginia Code 8-12-5(4), West Virginia Code §8-12-5(23), West Virginia Code §8-12-5(36), West Virginia Code §8-12-5(44), the City of Weston now provides the following ordinance related to regulating its city property, city parking lots, and city streets:

WHEREAS, the City finds that cars parked on city property, in city parking lots, and on city streets during public events held on said city property and in city parking lots and city streets (such as, but not limited to fairs, festivals, celebrations) produce a public nuisance in that the logistics of the event must be altered and adapted to accommodate a vehicle parked in the city parking lot or city street being utilized;

WHEREAS, the City also finds that during events such as street cleaning, street paving, snow removal, and other general maintenance of the city property, city parking lots, and city streets, that parked cars hinder the City's ability to provide city services such as road maintenance and snow removal, among other things;

**The City now promulgates the following Ordinance:**

In the event that any city property, city parking lots, or city streets are to be accessed for public events and/or maintenance, any cars parked on said property, parking lots, and streets shall be required to be moved in a timely manner;

The City shall notify the owner of vehicles in question in one or more of the following manners:

- 1) Notice for removal placed on the car itself;
- 2) Notice for removal mailed via certified mail to Owner's last known address; or
- 3) In-person service of the notice

In conjunction with these notices, the City shall have the option of utilizing social media or other forms of media to announce the need for vehicles to be removed from relevant city property, city parking lots, and/or city streets. This form of notice is not intended to be the only form, or even "official" form, of notice for a vehicle to be moved.

The City shall provide notice no later than 48 hours prior to an public event or street maintenance. In the event 48 hours-notice cannot be accomplished, then the City shall notify the vehicle owner as soon as possible.

Vehicles must be moved no later than 2-hours prior to the beginning of a scheduled public event or street maintenance.

In the event that a vehicle is not moved, Weston is authorized to tow the vehicle (either by using Weston's own equipment or by utilizing a private towing company or other private means of removal) to a place that reasonably removes the vehicle from the area affected by the public event or maintenance, which may include a towing company's property. The owner of the vehicle shall be responsible for the costs of removing the vehicle.

In the event the Owner wishes to challenge the removal and/or the costs of removal, the Owner may ask the Weston Municipal Court to hear the issue. The Owner can institute Weston Municipal Court proceedings by contacting the Weston City Clerk's office. The Owner can appeal the Weston Municipal Court's decision to any Court of competent jurisdiction.

Owner may be represented at any and all stages of Weston Municipal Court.

Repeat offenders of this ordinance shall also be fined \$50 for every repeat offense.

In the event of non-payment of costs and/or fines, Owners shall be subject to all available legal avenues for Weston to acquire such costs/fine.

The Weston Police Department shall be charged with providing notice to relevant vehicle owners. The Weston Police Department may use other City departments or City resources to establish whether a vehicle(s) need to be moved relevant to this Ordinance.

In the event a portion of this Ordinance is deemed unconstitutional or deemed to have some other defect, the remaining portions of this Ordinance shall remain in force.

This Ordinance is not intended to usurp or otherwise repeal anything in the Weston Traffic Ordinance that was adopted in September 2021. If a conflict between this Ordinance and another Ordinance(s) arise, the more strict Ordinance shall apply.

First Reading: September 6, 2022

Second Reading: \_\_\_\_\_

\_\_\_\_\_  
Kim Harrison-Edwards, Mayor

\_\_\_\_\_  
Judy Piercy, City Clerk

# Ordinance 2022-13

## Creation of Substitute Members of Municipal Service Fees Appeals Board

WHEREAS, the City of Weston ("City") utilizes West Virginia Code §8-13-13 to charge fees for various services provided by the City;

WHEREAS, the City of Weston charges these fees based on a 2009 City ordinance ("city ordinance") passed on second reading on April 6, 2009;

WHEREAS, the City ordinance created a board of people ("Board" or "Board member") to hear any complaints a service user may have regarding billing issues;

WHEREAS, the 2009 City ordinance does not clearly indicate how, or if, a substitute Board member may fill-in in a situation where a Board member is unable to participate in a Municipal Fee Board hearing;

WHEREAS, the City of Weston wishes to create a method for utilizing substitute Board member(s) if the situation requires;

WHEREAS, the intent of this ordinance is to amend the City ordinance to allow for substitute Board members to be utilized when the situation requires;

### **The following language shall now be included in Section 8 of the 2009 City Ordinance that deals with Municipal Service Fees:**

In the event a member is unable to participate in a Board hearing (whether by absence, incapacity, recusal, conflict of interest, or the like) then said Board Member shall be replaced by a substitute member.

The substitute member shall sit only during the proceeding(s) in which the Board Member is unable to participate.

Substitute members shall be chosen as follows:

- 1) The Mayor shall appoint another member of Council as substitute for the member chosen from Council per Section 8 of the 2009 City ordinance;
- 2) The Mayor shall appoint another representative of the Chamber of Commerce as substitute for the member representing the Chamber of Commerce per Section 8 of the 2009 City ordinance; the Mayor shall seek recommendations from the Chamber of Commerce as to who the substitute representative should be; the Mayor may reject the Chamber's recommendation; the intent of this method is to ensure that the Mayor and the Chamber can mutually agree on a substitute member
- 3) The City Council shall, by majority vote, appoint another City resident as substitute for the member who is a resident of the City per Section 8 of the 2009 City ordinance

This selection scheme tries to match the selection scheme utilized in the 2009 City ordinance.

The City of Weston shall notify the substitute member as soon as reasonably practical about the need to fill-in for an absent/incapacitated/recused member.

In the event any part of this ordinance is deemed deficient for any reason, the remaining portions of the ordinance shall remain in full effect.

The intent of this Ordinance is to amend an ordinance that provides "for the collection of fees of any kind" per West Virginia Code §8-11-2(1). Thus, two readings are required.

First Reading 9/19/2022

Second Reading \_\_\_\_\_

\_\_\_\_\_  
Kim Harrison-Edwards, Mayor

\_\_\_\_\_  
Judy Piercy, City Clerk



[www.allyearsportsgalaxy.com](http://www.allyearsportsgalaxy.com)    allyearsports@aol.com    888 605 6180

**Rental Agreement    Between**

**All Year Sports Galaxy, LLC (Grantor) and City of Weston, WV (Renter)**

**1.Renter:**

City of Weston WV  
102 W 2<sup>nd</sup> Street  
Weston, WV 26452

**2 Grantor: All Year Sports Galaxy, LLC**

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483 Whitmar Hills Rd  
Wheeling, WV 26003  
Phone: 304 280 6256

**3.Location:** 230 Main Ave, Weston WV 26452

Hard Surface area with no incline ..    Size of the rink may change but not sq.feet.  
Accessible location within 25' from truck with at least 4' wide doors, no steps, no incline  
or other obstacles for delivery. Renter will provide with flat, hard surface ( subfloor will  
be built and paid by Renter if needed)

**4. Term: November 25<sup>th</sup> – Dec 4<sup>th</sup>** (10 days) ; Renter may add extra days at the later  
time for additional cost.

Setup window: November 22-23, 2022    Removal (window within 1-3 days) after event  
is over





**5. Minimum rent:**

a) Synthetic Ice rink 40x40	\$6599
b) additional days 9 @ \$400/day	\$3600
d) Delivery /installation/ training	\$3999
Total for 10 days:	\$14198

Discount 5% for nonprofit

**New total: \$13488**

This will include delivery, setup, removal and training ...

**6. Use:** The Premises shall be used solely for the operation of Synthetic Ice rink and for no other purpose. Do not exceed 30-40 skaters at the time!

**7. Ice rink RULES**

It is agreed by and between the parties hereto that the Rules and Regulations of the ice rink hereby made a part of this rental agreement, and receipt of the said Rules and Regulations is hereby acknowledged. Violation of any of the rules and regulations by any skater, spectator or employee of the said Renter shall prohibit future use of the ice rink by that person or employee. Any damage to the ice rink or contents caused by any skater, spectator, or employee of the said Renter shall be repaired and/or replaced and the All Year Sports Galaxy, LLC shall be reimbursed for all costs involved by the Renter.

**8. Equipment Rented and included in total price:**

Item	Description
a. Ice panels	commercial ice panels (to furnish 40x40 ice surface)
b. Storage unit	Shed (1) for skates and sharpening equipment. 10' x 10' total space .
c. Skates	100+- 10 pairs rental skates different sizes
d. Skates sharpener	Professional skates sharpener and 2 extra grinder.
e. Rubber flooring	Rubber mats 300 sq.ft
f. Skates Holder	Wooden skates holder (3)
g. Benches	Wooden or plastic benches (5)

- h. Fencing Vinyl Fencing system around the rink and changing area
- i. Ice rink liquid Special liquid with sprayer to maintain ice rink (1 gallon)
- j. Booties Medical booties to use with walking on ice for maintenance and helping others (300)
- k. Skate aids (4) Professional skate aids for skating on ice
- l. Other smaller equipment: lock for shed, 2 lysol spray, leaf blower, lights for night operation (2 led lights on stand)
- n. Professional rink attendants will be teaching your employees how to operate the rink, sharpen skates, clean ice, ext... Grantor shall perform its obligation in a professional quality workman-like manner. Rink operators will install and remove the rink.

**9. RENTER warrants and represents the following:**

9A. The RENTER shall keep and maintain the rented equipment during the terms of the rental at his won cost and expense. He shall keep the equipment in a good shape. Normal wear and tear accepted.

**9B. The RENTER shall pay the AYSG full compensation for replacement for replacement and/or repair of any equipment, which is not returned because it is lost or stolen, or any equipment, which is damaged, and in need of repair to put it into the same condition it was in at the time of rental, normal wear and tear accepted. Or Renter shall provide property insurance insuring the Equipment against loss or damage.**

9C. The RENTER shall not remove the equipment from the address of the RENTER or the location shown herein as the place of use of the equipment without prior written approval of the AYSG. The RENTER shall inform the AYSG upon demand of the exact location of the equipment while it is in the RENTERS's possession.

9D. No allowance will be made for any rented equipment or portion thereof, which is claimed not to have been used. Acceptance of returned equipment by AYSG does not constitute a waiver of any of the rights AYSG has under the rental agreement.

9E. The RENTER shall allow AYSG to enter RENTER's premises where the rented equipment is stored or used at all reasonable times to locate and inspect the state and condition of the rented equipment. If the RENTER is in default of any of the terms and conditions of this agreement, the AYSG, and his agents, at the RENTER's risk, cost and

expense may at any time enter the RENTER's premises where the rented equipment is stored or used at all time and recover the rented equipment.

9F. The RENTER shall not pledge or encumber the rented equipment in any way. The AYSG may terminate this agreement immediately upon the failure of RENTER to make rental payments when due, or upon RENTER's filing for protection from creditors in any court of competent jurisdiction.

9G. The AYSG makes no warranty of any kind regarding the rented equipment, except that AYSG shall replace the equipment with identical or similar equipment if the equipment fails to operate in accordance with the manufacturer's specifications and operation instructions. Such replacement shall be made as soon as Possible. AYSG will deliver/ship replacement.. AYSG will collect nonoperational equipment as soon as they can or at the end of rental period. AYSG will prorate daily cost for days ice rink can not operate only if that equipment was necessity to operate the rink..

9H. RENTER indemnifies and holds AYSG harmless for all injuries, which may occur during rental period, or damage of any kind for repossession and for all consequential and special damages for any claimed breach of warranty. **RENTERS must have their own liability insurance. Renter must add All Year Sports Galaxy to their liability insurance as additional insured.**

9I. The RENTER will defend, indemnify and save harmless AYSG from and against any and all claims, demands, and suits at law or in equity in connection with any injury to or death of any person or damage to any property. Accident report provided by All Year Sports Galaxy must be fill out immediately after accident occur.- accident Log with ice rink conditions must be filed everyday by RENTER. Any damages to the ice rink surface must be reported immediately to Granter. RENTER will walk through the ice surface and accept current conditions at the time of setup.

9j. RENTER shall pay all sales and use tax, personal property taxes, license fees, registration fees, which may now or hereinafter be imposed upon the possession, lease or use of the equipment.

9k. These terms are accepted by the RENTER upon delivery of the terms to the RENTER or the agent or other representative of RENTER.

**10. Grantor warrants and represents the following:**

All Year Sports Galaxy, LLC will deliver, help with installation, provide with all maintenance and operation information, provide training to maintain ice rink , pick up ice rink system with all equipment at the end of the rental period. (within provided dates)

Provide with 24 hours help line in case of any questions arrive during rental period.

Under no circumstances shall the Grantor be held liable for any special, indirect,

incidental or consequential damages. All Year Sports Galaxy will provide with insurance certificate for loading/unloading date of service only.. These documents will be provided before event date and only will be valid for the date of installation and date of removal of ice rink.

**11. Other:** Please sign and send back original Rental agreement by October 5th 2022 and 50% deposit by October 10<sup>th</sup>, 2022

In the event RENTER hires an attorney to enforce any of its rights under this Agreement or any litigation arising under or pursuant to this Agreement, RENTER shall be responsible for all Grantor Costs, including attorney fees.

**12. Payments/Deposits: City of Weston, WV**

is agree to pay: \$13488 to All Year Sports Galaxy, LLC. 50% (\$6744) Rental payment for RENTAL paid by October 10th, 2022; and 50% for the amount of \$6744 on the day of installation .

**Security Deposit** of the total agreement - \$8000 (Fully Refundable at the end of rental period) will cover some but not total cost of damaged equipment rented as its describes in #8 - if such occur. If no damaged, stolen or broken items will occur, security deposit will be returned to Renter at the end of rental period. Due at the first day of event –after installation. Security deposit will be returned at the end of rental period after inspection of equipment. . **Or Renter shall provide property insurance insuring the Equipment against loss or damage.**

**13. Cancellation: City of Weston, WV**

may not cancel this agreement completely.. Changing dates is possible with agreement from All Year Sports GALaxy. (8 weeks in advance upon availability) Deposit payment is not refundable for any reason, but can be used for next event.

**Changing/postponing the date is possible in contingent on virus outbreak and current situation at the time of the event..**

The Rules and conditions have been reviewed and approved by the parties and are incorporated into, and made a part of, this Rental Agreement by reference.

the parties hereunto set their hands this \_\_\_\_Day of \_\_\_\_\_, 2022

Signed :

By: \_\_\_\_\_ (Renter )

By: \_\_\_\_\_ (Grantor )

**Rider for ice rink rental between customers and  
All Year Sports Galaxy, LLC**

1. Date/s of the event:

- Date/s for the event must be agreed in advance and signed agreement must be sent to All Year Sports Galaxy ( via fax, email or regular mail) before the due date stated in the contract/agreement. All contracts/agreements received after the due date will be considered, but not guaranteed. Changing date/s is possible - must be in writing, at least 8 weeks before original date, depends on availability, extra charges involved.

2. Cleaning and of the ice rink equipment due to sand, dirt, clay and other segments.

- due to costs related with cleaning of ice rink panels, subfloor, membranes and other ice rink equipment, cleaning fees will apply to all surfaces mentioned above. Cleaning fees are charged per sq. ft of the ice rink surface rented. Cleaning fees depends on the level of dirtiness. Costs: from \$1.90/sq. ft But not to exceed \$2500 total for cleaning fees.

3. Fees: All payments must be paid in time. Renter agrees to pay as in rental agreement stated . Late fees may occur if renter don't pay on time.

4. Cancellations:

- cancellations must be done in the timely manner as it is stated in the contract.

Signed :

By: \_\_\_\_\_ (RENTER) Agree on terms and conditions of this contract and Rider.



*Our rental program includes these features free:*

1. **Rental skates are free of charge (number of skaters per rink x 2+ pairs). Rental station with tent, table, signs, waiver forms, skates are all different sizes ( from 8 kids to 13 adult)**
2. *All rinks come with a changing area appropriate for the rink size. We supply benches, rubber floors and fencing free of charge.*
3. *Two to three ice rink attendants will install and train your workers how to operate the rink.*
4. *We will sharpen skates as needed. A skate sharpening machine will be available at the event.*

**WHEREAS**, the mission of the Family Court Awareness Month Committee (FCAMC) is to increase awareness on the importance of a family court system that prioritizes child safety and acts in the best interest of children, and;

**WHEREAS**, the mission at the FCAMC is fueled by the desire to create awareness and change in the family court system for the conservatively estimated, 58,000 children a year ordered into unsupervised contact with abusive parents, while honoring the hundreds of children who have been reported as murdered during visitation with a dangerous parent, and;

**WHEREAS**, the mission of the FCAMC is to increase awareness on the importance of empirically-based education and training on domestic violence and child abuse, including emotional, psychological, physical, and sexual abuse, as well as childhood trauma, coercive control, and post separation abuse for judges and all professionals working on cases within the family court system, and;

**WHEREAS**, the mission of the FCAMC is to increase awareness on the importance of using scientifically valid, evidence-based, treatment programs and services that are proven in terms of safety, effectiveness, and therapeutic value, and;

**WHEREAS**, the mission at the FCAMC is to educate judges and other family court professionals on evidence-based, peer-reviewed research. Such research is a critical component to making decisions that are truly in the best interest of children. This research includes The Adverse Childhood Experiences (ACEs) Study (co-principal investigator: Vincent Felitti, Kaiser Permanente-CDC); Child Custody Evaluators' Beliefs About Domestic Abuse Allegations (principal investigator: Daniel Saunders, University of Michigan, sponsored by the National Institute of Justice); and Child Custody Outcomes in Cases Involving Parental Alienation and Abuse Allegations (principal investigator: Joan S. Meier, GW Law School, sponsored by the National Institute of Justice),

**NOW, THEREFORE, I, \_\_\_\_\_** hereby declare the Month of NOVEMBER, to be FAMILY COURT AWARENESS MONTH.

I encourage all residents to support their local communities' efforts to prevent the harm of children in the hands of family members and to honor and value the lives of children.

If you, or your staff, have any questions, please do not hesitate to call me or respond to this email. I will follow-up with your office on this request in the next few days. As always, we appreciate your support. Thank you for considering this very important request.

Sincerely,

Heather Twigg

Ridgeley, WV

Telephone: 240-362-4554





Date:  
09 – 26 – 2022

Offered By:  
Joe Donlon  
Director of Custom Rebuilt  
312.706.9678

Equipment Provided for:  
City of Weston  
102 W 2nd St,  
Weston, WV 26452

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## Equipment Quote



Standard Equipment is pleased to present City of Weston the following quotation for a Used Vactor 2100 On an International 4900 chassis.





## Dealership Information

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Family owned and operated since 1969, Standard Equipment Company provides environmental equipment solutions for municipalities, contractors, and companies. We have built a reputation for excellence by offering the finest new equipment, a large selection of parts, excellent service, and unparalleled customer support. We customize environmental equipment solutions for every situation by putting our customer's needs first. Standard's greatest ability is dependability.



Formed in 2006 we bring experienced OEM trained technicians, sales professionals, and a solid background in customer satisfaction to every used equipment sale; something auctions, brokers and even other new equipment dealers don't supply. We take the guess work out of procuring and refurbishing equipment. To start we fully analyze each product before buying for stock. Evaluation is made of all systems to ensure we are purchasing only the highest quality units available. Once purchased, the unit is put through a multi-part inspection by an OEM trained technician reviewing all aspects of both the body and chassis. With this knowledge we guide potential customers towards the best solution possible for their needs, keeping the type and extent of use along with budget in mind. In this our trademarked Custom Rebuilt brand says it all offering, "Expertly Reconditioned Equipment Solutions".

# Equipment Description

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Z001396

Vactor 2103

Serial Number: 01-03-7650

2001 International 4900 4x2

VIN: 1HTSDAAN91H396528

## Included Features

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- Int. DT466E Engine, Allison MD3060P Transmission
- 2001 Vactor 2103—1600 CFM
- 3 Yard Debris Body
- Roots Blower 6/16
- 40GPM @ 2,500 PSI Water Pump
- 500 Gallon Water Capacity
- Multi-Flow & Accumulator
- Exten Steel Debris Body
- 4' Hydraulic Extendable Boom
- Cold Weather Recirculator
- 3/4" x 500' Rodder Hose
- Debris Body Flush out
- Chassis
  - Approximate Miles: 9,200 / Approximate Hours: 1,825

## Custom Rebuilt 90 Day Warranty

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Custom Rebuilt has a 90-day parts and labor warranty that covers repairs that we performed. The list of repairs covered under the 90-day warranty are listed below. All other issues outside of the listed work scope will not be covered under this 90-day warranty. No other warranty is suggested or implied with the as is sale.

### *CHASSIS*

- DOT inspection
- PM service

### *HOSE REEL*

- Replaced broken speed control

### *WATER SYSTEM*

- Replace accumulator
- Replaced gate valve/repared inlet piping at rodder pump
- Cleaned body washout nozzles
- Replaced inlet screens

### *BLOWER*

- Adjusted Kunkle valve as required

### *DEBRIS BODY*

- Cleaned seal area
- Touched up paint

# Terms and Conditions

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1. Multiple unit orders will be identical to signed proposal. Changes or deviations to any unit of a multiple unit order will require a new signed proposal.
2. All prices quoted are in US Dollars unless otherwise noted.
3. All price quotations are for informational purposes only. Prices are subject to change without notice. Final prices will be reflected on the final invoice. Comparable components may be substituted for those listed on any quote or specification. Any weights and dimensions are estimates and are provided for informational purposes only and are not guaranteed. Non factory approved Modifications may void the warranty in whole or in part. Due to the nature of specialty custom equipment, all sales are final. By acceptance of this quote by signature, letter of intent, or issuance of a purchase order the purchasing party understands that this agreement supersedes any conditions that the purchasing party may provide as terms of purchase.
4. Price does not include applicable state/local taxes and licensing.
5. All Custom Rebuilt repaired items are covered by 90-day parts and labor warranty from date of invoice.
6. As Is Sale – No other warranty outside of the Custom Rebuilt 90 Day Warranty is suggested or implied
7. Payment due at time of delivery

Z001396 Price	\$105,300.00
Freight	\$2,950.00
Total	\$108,250.00

IN WITNESS WHEREOF, the parties hereto agree to enter into this purchase agreement

Customer Name

Standard Equipment

X

Signature

X

Signature

Name: \_\_\_\_\_

Date: \_\_\_\_\_

Name: Joe Donlon

Date: 09-26-2022

**WALMART**

**SETTLEMENT**

**DOCUMENTS**

PATRICK MORRISEY  
ATTORNEY GENERAL  
PHYSICAL ADDRESS:  
1900 Kanawha Blvd., East  
State Capitol Complex  
Building 6, Suite 401  
Charleston, WV 25305

MAILING ADDRESS:  
P.O. Box 1789  
Charleston, WV 25326-1789

E-Mail: [consumer@wvago.gov](mailto:consumer@wvago.gov)  
<http://www.wvago.gov>



**STATE OF WEST VIRGINIA  
OFFICE OF THE ATTORNEY GENERAL**

Consumer Protection  
and Antitrust Division  
(304) 558-8986  
Consumer Hotline  
1-800-368-8808  
Preneed Funeral Services  
(304) 558-8986  
Senior Protection Hotline  
(304) 558-1155  
Facsimile (304) 558-0184

RE: Walmart Settlement

Dear Mayor/County Commissioner:

Recently, your community elected to participate in the West Virginia First Memorandum of Understanding ("MOU"), announced earlier this year, which sets out how settlement and judgment dollars from opioid supply chain participants will be allocated among the State and its communities. With your help, West Virginia is now poised to make a meaningful impact on abating the opioid epidemic through a combination of direct payments to local communities, the State, and a non-profit, non-stock foundation created to fund statewide opioid abatement under the MOU. I am grateful for your community's decision to support the MOU.

My office recently announced up to a \$30 million statewide settlement with Walmart Inc., who operates a retail chain pharmacy that distributed and dispensed prescription opioids. ("Walmart Settlement"). The Walmart Settlement is a major milestone for West Virginia and will provide much-needed abatement dollars to communities throughout the state. We now ask for your assistance in finalizing this settlement through execution of an election and release form.

Under the settlement, participating local governments who execute an election and release form are eligible for direct payments from the amount set aside for remediation. For the Walmart Settlement, 72.5% goes to the West Virginia First Abatement Fund and a minimum of 24.5% goes to local governments.

Attached you will find a copy of the executed Walmart Settlement Agreement with a list of exhibits and a West Virginia Local Government Election and Release form. Copies of the exhibits to the Walmart Settlement Agreement are not enclosed, but may be downloaded at the following sharefile link: <https://wvago.sharefile.com/d-se540ce915c074980bc50dad5df989190>. Should you have difficulty accessing the documents via the sharelink, please contact our office and we will forward copies by regular mail.

In order to ensure that your community receives the maximum benefit under the Walmart Settlement, **please have your council/commission vote on the Walmart settlement terms and, if your community supports this agreement, return the executed West Virginia Local Government Election and Release Form to my office no later than October 25, 2022** using the following address:

Via mail or email to:

Attn: Paula Price  
Office of the West Virginia Attorney General  
P.O. Box 1789  
Charleston, WV 25326  
[Paula.J.Price@wvago.gov](mailto:Paula.J.Price@wvago.gov)

If you have questions, please contact Ann Haight or Abby Cunningham at our Consumer Protection Division, 304-558-8986.

Sincerely,

A handwritten signature in black ink that reads "Patrick Morrissey".

Patrick Morrissey  
Attorney General

**WEST VIRGINIA LOCAL GOVERNMENT**  
**ELECTION AND RELEASE FORM**

**(WALMART)**

This Election and Release Form for West Virginia Participating Local Governments resolves opioid-related Claims against Walmart under the terms and conditions set September 20, 2022 (the "Agreement"), the provisions of which are here incorporated by reference in their entirety. Upon executing this Election and Release Form, a Participating Local Government agrees that, in exchange for the consideration described in the Agreement, the Participating Local Government is bound by all the terms and conditions of the Agreement. By executing this Election and Release Form, the Participating Local Government submits to the jurisdiction of the panel overseeing the mass litigation proceeding captioned *In re: Opioid Litigation*, Civil Action No. 21-C-9000, in the Circuit Court of Kanawha County, West Virginia (the "Court"). To the extent the Participating Local Government has asserted Claims against Walmart in Actions that are pending before the Court, the Participating Local Government hereby grants all necessary right and authority to the West Virginia Attorney General to seek dismissal of the Participating Local Government's Action through the submission of the Consent Judgment as contemplated in the Agreement. If the Participating Local Government's Action is pending in another court as of the Effective Date, the Participating Local Government hereby agrees to dismiss (or if necessary move to dismiss) that Action as to Walmart and any other Released Entities within seven (7) business days of the Effective Date.

Dated: \_\_\_\_\_

\_\_\_\_\_  
LOCAL GOVERNMENT

BY: \_\_\_\_\_

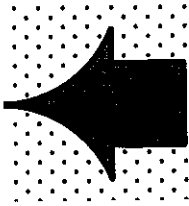
PRINTED NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_



**Walmart West Virginia State-Wide Opioid  
Settlement Agreement**

**I. OVERVIEW**

This Settlement Agreement dated as of September 20, 2022 sets forth the terms and conditions of a settlement between and among the State of West Virginia (defined herein) and Walmart (defined herein) (collectively, "the Parties") to resolve opioid-related Claims (defined herein) against Walmart.

Walmart has agreed to the below terms for the sole purpose of settlement, and nothing herein may be taken as or construed to be an admission or concession of any violation of law, rule, or regulation, or of any other matter of fact or law, or of any liability or wrongdoing, all of which Walmart expressly denies. No part of this Agreement, including its statements and commitments, shall constitute evidence of any liability, fault, or wrongdoing by Walmart. Unless the contrary is expressly stated, this Agreement is not intended for use by any third party for any purpose, including submission to any court for any purpose.

This Agreement resolves as to Walmart, among other things, the lawsuit captioned *State of West Virginia ex rel. Patrick Morrissey, Attorney General v. Walmart, Inc. f/k/a Wal-Mart Stores Inc.*, Civil Action No. 20-C-132 PNM (W. Va. Cir. Ct. Putnam County) (the "*West Virginia AG Action*"), pending within *In re: Opioid Litigation*, Civil Action No. 21-C-9000 (W. Va. Cir. Ct. Kanawha County), and Actions brought and/or claims possessed by Participating Local Governments (defined herein).

**II. DEFINITIONS**

- A. "Actions" means the West Virginia AG Action and any lawsuit by a Local Government asserting any Released Claim against one or more Released Entities.
- B. "Alleged Harms" means the alleged past, present, and future financial, societal, and related expenditures arising out of the alleged misuse and abuse of opioid products, non-exclusive examples of which are described in the documents listed on Exhibit A, including those State or Local Government expenditures 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 Walmart.
- C. "Agreement" and "Settlement Agreement" mean this settlement agreement together with the Exhibits thereto.
- D. "Bar" means (1) a ruling by the highest court of the State setting forth the general principle that no Local Governments in the State may maintain Released Claims against Released Entities, whether on the ground of the Agreement (or the release in it) or otherwise; (2) a law barring Local Governments in the State from maintaining or asserting Released Claims against Released Entities (either through a direct bar or through a grant of authority to release claims and that authority is



exercised in full); or (3) a Settlement Class Resolution in the State with full force and effect. For the avoidance of doubt, a law or ruling that is conditioned or predicated upon payment by a Released Entity (apart from payment of the Settlement Sum) shall not constitute a Bar.

- E. "*Case-Specific Resolution*" means either (1) a law barring specified Local Governments from maintaining Released Claims against Released Entities (either through a direct bar or through a grant of authority to release claims and that authority is exercised in full); or (2) a ruling by a court of competent jurisdiction over a particular Local Government that has the legal effect of barring the Local Government from maintaining any Released Claims at issue against Released Entities, whether on the ground of the Agreement (or the release in it) or otherwise; or (3) a release consistent with Section VII below. For the avoidance of doubt, a law, ruling, or release that is considered or predicated upon a post-Effective Date payment by a Released Entity (apart from payment of the Settlement Sum) shall not constitute a Case-Specific Resolution.
- F. "*Claim*" means any past, present or future cause of action, claim for relief, cross-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.
- G. "*Class I Local Government*" means a Local Government that is a Class I city as that term is defined in W. Va. Code § 8-1-3(1).
- H. "*Class II Local Government*" means a Local Government that is a Class II city as that term is defined in W. Va. Code § 8-1-3(2).
- I. "*Class III Local Government*" means a Local Government that is a Class ID city as that term is defined in W. Va. Code § 8-1-3(3).
- J. "*Class IV Local Government*" means a Local Government that is a Class IV town or village as that term is defined in W. Va. Code § 8-1-3(4).

- K. “*Common Benefit Fund Commissioner*” means the Honorable Christopher C. Wilkes, acting with the authority granted to him pursuant to the Court’s Order Authorizing Common Benefit Fund and Appointing Common Benefit Fund Commissioner, dated October 4, 2021 (Transaction ID 66985632), and the Court’s Order Establishing Common Benefit Fund, dated November 4, 2021 (Transaction ID 67071292).
- L. “*Consent Judgment*” means a consent decree, order, judgment, or similar action; in connection with this Agreement, the Parties have agreed to the entry of the Consent Judgment attached hereto as Exhibit F, which provides for, among other things, the release set forth below, the Court’s approval of the Litigation Cost Amount, the dismissal with prejudice of any Released Claims that the State has brought against Released Entities, and the dismissal with prejudice of all other Actions pending before the Court, on the terms and conditions specified herein.
- M. “*Counsel*” means a solo practitioner, multi-attorney law firm, or other legal representative of the State or a Local Government.
- N. “*Court*” means the panel overseeing the mass litigation proceeding captioned *In re Opioid Litigation*, Civil Action No. 21-C-9000 (W. Va. Cir. Ct. Kanawha County).
- O. “*Covered Conduct*” means 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 Effective 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) in any line of business arising from or relating in any way to a Product, including without limitation: (1) the distribution, dispensing, delivery, monitoring, reporting, supply, sale, prescribing, physical security, warehousing, health insurance or prescription-drug coverage, purchases, reimbursement, discovery, development, manufacture, packaging, repackaging, marketing, promotion, advertising, labeling, recall, withdrawal, or use or abuse of a Product; orders, prescriptions, formularies, guidelines, payments or rebates for a Product; policies, practices and/or operating procedures, statements, contracts, health or prescription drug insurance, health or prescription-drug claim administration, health or prescription-drug benefit administration, health or prescription-drug claim adjudication, health or prescription-drug plan design, data and sales thereof, and any other act or failure to act relating to a Product; and any system, plan, policy or advocacy relating to any Product; (2) the characteristics, properties, risks or benefits of any Product; (3) the reporting, disclosure, non-reporting or non-disclosure to federal, state or other regulators of orders, prescriptions related to a Product; (4) the purchasing, selling, acquiring, disposing of, importing, exporting, handling, processing, packaging, supplying, distributing, converting, or otherwise engaging in any activity relating to a Product; and (5) controls against diversion, corresponding responsibility, and suspicious order monitoring related to any Product. For avoidance of doubt, products other than

Products are not included in Covered Conduct. This definition shall not preclude the Attorney General from bringing antitrust, overpricing, or kickback claims of general applicability, the allegations of which (i) include prescription pharmaceutical products generally and are not specific or limited to Products and (ii) do not in any way concern, relate to, or arise from the nature and characteristics of Products; the use, misuse, abuse or diversion of, or addiction to, Products and/or the potential thereof; any alleged oversupply of Products; the legality, legitimacy and/or appropriateness of any prescriptions for Products and/or the legality, legitimacy and/or appropriateness of any dispensing of Products; asserted violations of state or federal controlled substances laws; or any alleged direct or indirect effects or harms resulting from any of the above.

- P. “*Effective Date*” means the date on which Walmart makes the payment described in Section III.A.
- Q. “*Execution Date*” means the date on which this Agreement is executed by the last Party to do so.
- R. “*Finality*” means:
1. the Agreement and the Consent Judgment have been approved and entered by the Court as to Walmart, including the release of all Released Claims against Released Entities as provided in this Agreement; and
  2. (a) the time for appeal or to seek review of or permission to appeal from such approval and entry has expired; or (b) in the event of an appeal, the appeal has been dismissed or denied, or the approval and entry described above have been affirmed in all material respects (to the extent challenged in the appeal) by the court of last resort to which such appeal has been taken and such dismissal or affirmance has become no longer subject to further appeal (including, without limitation, review by the United States Supreme Court).
- S. “*Global Settlement*” means any agreement resolving substantially all litigation and claims brought or threatened to be brought by multiple other states and political subdivisions against Walmart, including without limitation claims against Walmart in the multi-district litigation *In re: Nationwide Prescription Opiate Litigation*, MDL No. 2804 (N.D. Ohio) and related state court prescription opiate litigation.
- T. “*Later Litigating Local Government*” means a Local Government (or Local Government official asserting the right of or for the Local Government to recover for Alleged Harms to the Local Government and/or the people thereof) that is not a Litigating Local Government as of the Execution Date and that files a lawsuit bringing a Released Claim against a Released Entity, or that adds such a claim to a pre-existing lawsuit, after the Execution Date. It may also include a Litigating Local Government whose Claims were resolved by a judicial Bar or Case-Specific Resolution which is later revoked following the Execution Date, when such

Litigating Local Government takes any affirmative step in its lawsuit other than seeking a stay or removal.

- U. "*Litigating Local Government*" means a Local Government (or Local Government official asserting the right of or for the Local Government to recover for Alleged Harms to the Local Government and/or the people thereof) that brought any Released Claims against one or more Released Entities on or before the Execution Date that were not separately resolved prior to that date. Exhibit B includes Litigating Local Governments identified by the Parties as of the Execution Date but is subject to amendment in the event it proves to be incomplete and other entities that satisfy the definition for "Litigating Local Governments" are subsequently identified.
- V. "*Litigation Cost Amount*" has the meaning specified in Section III.A below.
- W. "*Local Government*" means a formal and legally recognized sub-entity of the State that provides general governance for a defined area, including a county, city, town, village, or similar entity, as further described in W. Va. Code §§ 7-1-1 *et seq.*, and §§ 8-1-1 *et seq.* A list of Counties, and lists of Class I, II, III and IV Local Governments, are attached as Exhibit C. Historic, non-functioning sub-entities of the State are not Local Governments, unless the entity has filed a lawsuit that includes a Released Claim against a Released Entity in a direct, *parens patriae*, or any other capacity. For the avoidance of doubt, "Local Government" does not include special districts or school boards.
- X. "*Non-Litigating Local Government*" means a Local Government that is neither a Litigating Local Government nor a Later Litigating Local Government.
- Y. "*Non-Participating Local Government*" means a Local Government that is not a Participating Local Government.
- Z. "*Participation Date*" means one hundred twenty (120) days after the Execution Date.
- AA. "*Participating Local Government*" means a Local Government that signs the Election and Release Form annexed as Exhibit D and meets the requirements for becoming a Participating Local Government under subsection VIII.A or VIII.C.
- BB. "*Plaintiff*" means the State of West Virginia, acting by and through its Attorney General.
- CC. "*Product*" means any chemical substance, whether used for medicinal or non-medicinal purposes, and whether natural, synthetic, or semi-synthetic, or any finished pharmaceutical product made from or with such substance, that is an opioid or opiate, as well as any product containing any such substance. "Product" also includes: (1) the following when used in combination with opioids or opiates: benzodiazepine, carisoprodol, zolpidem, or gabapentin; and (2) a combination or "cocktail" of any stimulant or other chemical substance prescribed, sold, bought, or

dispensed to be used together that includes opioids or opiates. For the avoidance of doubt, "Product" does not include benzodiazepine, carisoprodol, zolpidem, or gabapentin when not used in combination with 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, or any variant of these substances or any similar substance.

- DD. "*Qualified Settlement Fund*" means the West Virginia Qualified Settlement Fund contemplated by this Agreement, into which the Settlement Sum shall be paid and which shall be established under the authority and jurisdiction of the Court in accordance with the requirements of 26 C.F.R. § 1.468B-1.
- EE. "*Qualified Settlement Fund Administrator*" means the Administrator appointed to administer the Qualified Settlement Fund under the authority and jurisdiction of the Court. The duties of the Qualified Settlement Fund Administrator shall be governed by this Agreement. The identity of the Qualified Settlement Fund Administrator and a detailed description of the Qualified Settlement Fund Administrator's duties and responsibilities, including a detailed mechanism for paying the Qualified Settlement Fund Administrator's fees and costs, will be set forth in a separate document to be prepared by the Parties and filed with the Court to establish the fund and be attached later to this Agreement.
- FF. "*Released Claims*" means 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 and/or Alleged Harms occurring prior to the Effective Date. Without limiting the foregoing, "Released Claims" include any Claims that have been asserted against the Released Entities by the State or any of its Litigating Local Governments 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 and/or Alleged Harms, 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 West Virginia or any of its Local Governments, or any Releasers (whether or not West Virginia or such Local Government or Releaser has brought such action or proceeding). Released Claims also include all Claims asserted in any proceeding to be dismissed pursuant to the Agreement, whether or not such claims relate to Covered Conduct. The Parties intend that "Released Claims" be interpreted broadly. This Agreement does not release Claims by private individuals. While the State takes no position on the availability of such defenses, in any action arising from or relating to such Claims or the Covered Conduct, nothing in this Agreement either approves, disapproves, or disallows the Released Entities from asserting as a defense or otherwise arguing that the Remediation Amount required herein serves as partial or full relief for personal injuries or for other legal or equitable claims or demands asserted by private individuals or others. 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 Local Government or other non-party Local

Government that would have been Released Claims if they had been brought by a Releasor against a Released Entity prior to the Execution Date.

- GG. “*Released Entities*” means Walmart and (1) all of Walmart’s past and present direct or indirect parents, subsidiaries, affiliates, divisions, predecessors, successors, and assigns; (2) the past and present direct or indirect subsidiaries, affiliates, divisions, and joint ventures, of any of the foregoing; (3) all of Walmart’s insurers (solely in their role as insurers of Walmart with respect to the Released Claims); (4) all of Walmart’s, and all of the entities’ described in subsection (1), past and present joint ventures (solely in their capacity as joint ventures of the entities described in subsection (1)); and (5) the respective past and present officers, directors, members, shareholders (solely in their capacity as shareholders of the foregoing entities), partners, joint venturers, trustees, agents, and employees of any of the foregoing (for actions that occurred during and related to their work for, or partnership or employment with, Walmart). Any person or entity described in subsections (3)-(5) shall be a Released Entity solely in the capacity described in such clause with respect to Released Claims and shall not be a Released Entity with respect to its conduct in any other capacity. An illustrative list of Released Entities is annexed to this Agreement as Exhibit H.
- HH. “*Releasors*” means (1) the State; (2) each Participating Local Government; and (3) without limitation and to the maximum extent of the power of the State’s Attorney General and/or each Participating Local Government to release Claims, (a) the State’s and each Participating Local Government’s departments, agencies, divisions, boards, commissions, instrumentalities of any kind and attorneys, including its Attorney General, and any person in their official capacity whether elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, (b) any public entities, public instrumentalities, public educational institutions, public service districts, unincorporated districts, water districts, law enforcement districts, emergency services districts, highway authorities, conservation districts, development authorities, reclamation districts, recreation districts, economic development authorities, housing authorities, sanitary districts, solid waste authorities, urban mass transportation authorities, and any other person or entity that performs services at the direction of the State and/or one or more Participating Local Governments, 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 the State or Local Governments in the State, whether or not any of them participate in the 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 Local Government. In addition to being a Releasor as provided herein, a Participating Local Government shall also provide an Election and Release Form (in the form attached as Exhibit D to this Agreement) providing for a release to the fullest extent of the Participating Local Government’s authority. The State’s Attorney General represents that he or she has or has obtained the authority set forth in Section VII.F.

- II. "*Remediation Amount*" has the meaning specified in Section III.A below.
- JJ. "*Settlement Class Resolution*" means a class action resolution in a court of competent jurisdiction in the State with respect to a class of Local Governments in the State that (1) conforms with the State's statutes, case law, and/or rules of procedure regarding class actions; (2) is approved and entered as an order of a court of competent jurisdiction in the State and has achieved Finality; (3) is binding on all Non-Participating Local Governments in the State (other than opt outs as permitted under the next sentence); (4) provides that all such Non-Participating Local Governments may not bring Released Claims against Released Entities, whether on the ground of the Agreement (or the releases herein) or otherwise; and (5) does not impose any costs or obligations on Walmart other than those provided for in the Agreement, or contain any provision inconsistent with any provision of the 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 Local Governments collectively representing 1% or more of the State's population opt out. In seeking certification of any Settlement Class, the State and applicable Local Governments 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.
- KK. "*Settlement Sum*" means the aggregate total sum to be paid pursuant to this Agreement by or on behalf of Walmart and all Released Entities as specified in Section III.A below. Neither Walmart nor any Released Entities shall be called upon to make any payments pursuant to this Agreement in addition to the amount set forth in Section III.A below.
- LL. "*State*" means the State of West Virginia, including all of its executive departments, agencies, divisions, boards, commissions, instrumentalities and officers, including the Attorney General.
- MM. "*Walmart*" means Walmart, Inc. ("*Walmart*" or "*Defendant*").

### III. CONSIDERATION TO BE PROVIDED BY WALMART

- A. *Monetary Payment.* The Settlement Sum is \$65,070,000, reflecting a substantial premium for the State given the unique facts and circumstances associated with the Actions, including without limitation the imminent trial date and the impact of opioid abuse and misuse in the State. The Settlement Sum shall be inclusive of (1) the "*Litigation Cost Amount*" attributable to reimbursement of the State's and Participating Local Governments' reasonable attorney fees, costs, and expenses incurred through the Execution Date in connection with their Claims against Walmart in the Actions, and to be disbursed as provided in Section IX below; and (2) the "*Remediation Amount*" attributable to the Alleged Harms, which shall be

used to fund opioid abatement and treatment activities throughout the State and disbursed as provided in Section IV below. For the avoidance of doubt, the Remediation Amount equals the aggregate amount paid or incurred by Walmart hereunder other than amounts that constitute the Litigation Cost Amount. The Qualified Settlement Fund Administrator shall place the Litigation Cost Amount and the Remediation Amount into separate sub-funds within the Qualified Settlement Fund pending their disbursement as provided in this Settlement Agreement. On or before the Participation Date, the State shall provide to Walmart Election and Release Forms (in the form annexed as Exhibit D) demonstrating that (1) at least 96% of the population of Litigating Local Governments, (2) at least 96% of Counties, and (3) at least 96% of the population of Non-Litigating Local Governments as of the Participation Date that are Class I or Class II Local Governments have become Participating Local Governments (collectively, the "Participation Threshold"). For the avoidance of doubt, the requirement that Walmart pay the Settlement Sum pursuant to this Agreement shall become binding only upon the State's provision to Walmart of Election and Release Forms demonstrating that it has met the Participation Threshold.

B. *Timeline for Settlement Sum Allocation and Payment.* Provided that the State has met the Participation Threshold, within three (3) business days of the earliest of either Walmart's receipt of Election and Release Forms demonstrating that the Participation Threshold has been met or the Participation Date, the Parties shall jointly file with the Court a request that the Court determine what portion of the Settlement Sum constitutes the Litigation Cost Amount. If the Court has not issued an order regarding the portion of the Settlement Sum that constitutes the Litigation Cost Amount by February 13, 2023, the Parties will meet and confer and will agree by February 20, 2023 on an allocation as between the Remediation Amount and the Litigation Cost Amount, subject to revision by the Court. If the Parties agree on an allocation as between the Remediation Amount and the Litigation Cost Amount and the Court later orders a different allocation as between the Remediation Amount and the Litigating Cost Amount, the State agrees to cooperate with Walmart in preparing any tax forms reasonably requested by Walmart, including but not limited to those set out in Section XI.D. Walmart shall, within fifteen (15) days after the occurrence of (1) the Participation Date; (2) the Court issuing a ruling determining what portion of the Settlement Sum constitutes the Litigation Cost Amount or an agreement by the Parties on such allocation, whichever comes first; (3) Walmart's receipt of Election and Release Forms demonstrating that the Participation Threshold has been met; and (4) the date the Qualified Settlement Fund has been established under the authority and jurisdiction of the Court and Walmart has received from the West Virginia Attorney General a W-9 and wire instructions for the Qualified Settlement Fund, pay into the Qualified Settlement Fund the total sum of \$65,070,000 (the "Settlement Sum"), subject to the Withholding (as defined in Section III.C).

C. *Withholding.* Any Local Government that (1) does not sign an Election and Release Form by the Participation Date and that (2) has not had its Claims against Released Entities as defined herein extinguished by release, operation of law or released by



the State's Office of the Attorney General will be deemed a Non-Participating Local Government. Walmart shall be entitled to withhold from the Settlement Sum, and shall have no obligation to pay, the amount corresponding to the aggregate payments that would have been payable to Non-Participating Local Governments as of the Participation Date as calculated in accordance with the West Virginia Intrastate Allocation Formula, annexed to this Agreement as Exhibit I (the "Withholding").

- D. *Consent Judgment.* As soon as practicable following the Effective Date, Plaintiff shall file in the Court a proposed Consent Judgment substantially in the form of Exhibit F. The Consent Judgment shall provide for the dismissal with prejudice, as to Walmart and all other Released Entities, of the West Virginia AG Action and the Actions of Participating Local Governments pending before the Court. The Consent Judgment shall further provide that, notwithstanding the dismissal, the Court shall retain jurisdiction to (1) determine the allocation of the Litigation Cost Amount as provided in Section IX, and (2) enter an Amended Consent Judgment imposing injunctive terms that match but do not exceed the injunctive terms imposed in any executed Global Settlement, as set out in Section V.A. The Parties shall confer and agree as to the final form and time of filing of the Consent Judgment and any amended Consent Judgment prior to its filing with the Court.

IV. **INTRA-STATE ALLOCATION AND DISBURSEMENT OF REMEDIATION AMOUNT**

- A. When the appropriate Orders are issued, the Qualified Settlement Fund Administrator shall allocate and distribute the Remediation Amount to the State and Participating Local Governments as provided in the Order of the Panel and the West Virginia First Memorandum of Understanding, attached as Exhibit E. For the avoidance of doubt, the Qualified Settlement Fund Administrator shall not allocate or distribute any of the Remediation Amount to any Non-Participating Local Government.
- B. Walmart shall have no duty, liability, or influence of any kind with respect to the apportionment and use of the Remediation Amount. Plaintiff specifically represents, however, that any such apportionment and use shall be made in accordance with this Agreement and all applicable laws, unless otherwise ordered by the Court.

V. **INJUNCTIVE RELIEF**

- A. The State and Walmart agree that the Consent Judgment shall provide that the Court shall retain jurisdiction to enter an Amended Consent Judgment imposing injunctive terms that match but do not exceed the injunctive terms imposed in any executed Global Settlement. If there is no Global Settlement within one year of the Effective Date, then the State may elect within three years of the Effective Date and upon 90 days' notice to Walmart for the injunctive terms attached as Exhibit F to CVS's settlement agreement with the Florida Attorney General to apply instead.

**VI. CESSATION OF LITIGATION ACTIVITIES**

- A. It is the Parties' intent that any and all litigation activities in the Actions relating to Claims against Walmart shall immediately cease as of the Execution Date, and that Claims against Walmart shall not be included in the trial of any action against any other defendant. The State shall use best efforts to cause Litigating Local Governments to cease all activities in accordance with the foregoing understanding.

**VII. RELEASE AND DISMISSAL**

- A. *Scope.* As of the Effective Date, (1) the Released Entities shall be, and hereby are, released and forever discharged from all of the Releasors' Released Claims, and (2) the State (for itself and its Releasors) and each Participating Local Government (for itself and its Releasors) shall be deemed to have absolutely, unconditionally, and irrevocably released, discharged, waived, and covenanted not to bring, file, or claim, or to cause, assist in bringing, or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for, any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the 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 and all liability and expense arising from or relating in any way to the Released Claims and extend to the full extent of the power of the State, its Attorney General, and each Releasor to release claims. The Release shall be, and is, a complete bar to any Released Claim.
- B. *Claim-Over and Non-Party Settlement*
1. *Statement of Intent.* It is the intent of the Parties that:
    - a. Released Entities shall 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), and each Releasor expressly waives its right to seek reallocation to Walmart pursuant to W. Va. Code § 55-7-13C(d) of any amount that the Releasor is unable to collect from any other party held to be liable to the Releasor;
    - c. Claims by Releasors against non-Parties shall not result in additional payments by Released Entities, whether through contribution, indemnification or any other means; and
    - d. It is expressly understood and agreed that the Parties have entered into this Agreement in good faith. In accordance with the Supreme Court of Appeals of West Virginia's decisions in *Board of*

*Education of McDowell County v. Zando, Martin & Milstead, Inc.*, 182 W. Va. 597, 390 S.E.2d 796 (1990), and *Smith v. Monongahela Power Co.*, 189 W. Va. 237, 429 S.E.2d 643 (1993), it is the intent of the Releasors and the Released Entities that by making this good faith settlement of a disputed matter, the Released Entities are hereby relieved from any liability for Covered Conduct of a non-Party under any theory, including on the basis of contribution, indemnity or other claim-over (a "Claim-Over").

- e. The provisions of this subsection VII.B 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. *Contribution/Indemnity 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, 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. *Non-Party Settlement.* To the extent that any Releasor enters into a Non-Party Settlement involving or relating to Covered Conduct, 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) in the Non-Party Settlement, unless prohibited from doing so under applicable law, a prohibition on contribution or indemnity of any kind substantially equivalent to that required from Walmart in subsection VII.B.2, 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. *Claim-Over.* 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 in subsection VII.B.2, 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 subsection VI.B.3, and such Non-Released Entity asserts a Claim-Over against a Released Entity, Walmart and that Releasor shall meet and confer

concerning any additional appropriate means by which to ensure that the Released Entities are not required to make any payment with respect to Covered Conduct (beyond the amounts that will already have been paid by Walmart under this Settlement Agreement).

- C. *General Release.* In connection with the releases provided for in the Agreement, the State (for itself and its Releasers) and each Participating Local Government (for itself and its Releasers) expressly waive, release, and forever discharge any and all provisions, rights, and benefits conferred by any law of the State or principle of common law which would exclude from the scope of the Released Claims any Claims that a Releaser does not know or suspect to exist in the Releaser's favor as of the Effective Date that, if known by the Releaser, would have materially affected the State's or any Participating Local Government's decision to provide the general release contemplated by this Section VII.C. A Releaser may thereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but the State (for itself and its Releasers) and each Participating Local Government (for itself and its Releasers) expressly waive and fully, finally, and forever settle, release and discharge, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasers 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 State's decision to enter into the Agreement or the Participating Local Governments' decision to participate in the Agreement.
- D. *Cooperation.* Releasers (a) will not encourage any person or entity to bring or maintain any Released Claim against any Released Entity and (b) will cooperate with and not oppose any effort by a Released Entity to secure the prompt dismissal of any and all Released Claims.
- E. *Res Judicata.* Nothing in the Agreement shall be deemed to reduce the scope of the *res judicata* or claim preclusive effect that the settlement memorialized in the Agreement, and/or any Consent Judgment or other judgment entered on the Agreement, gives rise to under applicable law.
- F. *Representation and Warranty.* The State's Attorney General expressly represents and warrants that it will, on or before the Participation Date, have (or have obtained) the authority to settle and release Claims of (1) the State, (2) all past and present executive departments, agencies, divisions, boards, commissions and instrumentalities of the State with the regulatory authority to enforce state and/or federal controlled substances acts, and (3) any of the 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 or suspension of a license to distribute or dispense controlled substances or to operate as a wholesale distributor or pharmacy. For the purposes of clause (3) 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 (including without limitation the West Virginia Board of Pharmacy, the West Virginia Board of Medicine, the West Virginia Department of Health and Human Resources, the West Virginia Office of Health Facility Licensure and Certification, the West Virginia Office of the Insurance Commissioner, and the West Virginia Public Employees Insurance Agency). Also, for the purposes of clause (3), a release from the State's Governor is sufficient to demonstrate that the appropriate releases have been obtained.

- G. *Effectiveness.* The releases set forth in the Agreement shall not be impacted in any way by any dispute that exists, has existed, or may later exist between or among the State, any Local Government, or any other Releasers. 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 Sum or any portion thereof, or by the enactment of future laws, or by any seizure of the Settlement Sum or any portion thereof.
- H. *Non-Released Claims.* Notwithstanding the foregoing or anything in the definition of Released Claims, the Agreement does not waive, release or limit any criminal liability, Claims not related to Covered Conduct that are not asserted in any proceeding to be dismissed pursuant to the Agreement, Claims for any outstanding liability under any tax or securities law, Claims against parties who are not Released Entities, Claims by individuals for damages for any alleged personal injuries arising out of their own use of a Product, and any Claims arising under the Agreement for enforcement of the Agreement. While the State takes no position on the availability of such defenses, in any action arising from or relating to the Covered Conduct, the Released Entities may assert as a defense or otherwise argue that the Remediation Amount required herein serves as partial or full relief for personal injuries or for other legal or equitable claims or demands asserted by private individuals or others.
- I. *Dismissal of Actions.* The State and Participating Local Governments with Actions pending before the Court as of the Effective Date shall have their Claims against Walmart and any other Released Entities dismissed as part of the Consent Judgment to be entered pursuant to Section III.D above. Participating Local Governments with Actions pending in other courts as of the Effective Date shall dismiss (or if necessary move to dismiss) their Actions as to Walmart and any other Released Entities within seven (7) business days of the Effective Date. All dismissals required by this Agreement shall be with prejudice and with each Party to bear its own costs.

## **VIII. PARTICIPATION BY LOCAL GOVERNMENTS**

- A. *Requirements for Becoming a Participating Local Government: Litigating or Later Litigating Local Governments.* A Litigating Local Government or Later Litigating Local Government may become a Participating Local Government prior to the Participation Date either by (1) executing an Election and Release Form (Exhibit

- D); or (2) having its claims extinguished by operation of law or released by the State's Office of the Attorney General.
- B. *Notice.* As soon as practicable after the announcement of the Agreement, Plaintiff shall send notice to all Local Governments in the State eligible to participate in the settlement and the requirements for participation. Such notice may include publication, email, and other standard forms of notification.
- C. *Requirements for Becoming a Participating Local Government: Non-Litigating Local Governments.* A Non-Litigating Local Government may become a Participating Local Government prior to the Participation Date either (1) by executing an Election and Release Form (Exhibit D) specifying (a) that the Local Government agrees to the terms of this Agreement pertaining to Participating Local Governments, (b) that the Local Government releases all Released Claims against all Released Entities, and (c) that the Local Government submits to the jurisdiction of the Court for purposes limited to the Court's role under the Agreement, or (2) by having their claims extinguished by operation of law or released by the State's Office of the Attorney General.
- D. *Representation With Respect to Local Government Participation.* The State represents and warrants that it has a good faith belief that (a) all Litigating Local Governments, (b) all Counties, and (c) all Non-Litigating Local Governments that are Class I or II Local Governments, will become Participating Local Governments. The State acknowledges the materiality of the foregoing representation and warranty. Further, the State will use its best efforts to secure participation by all Local Governments within the State, including all Litigating Local Governments and all Non-Litigating Local Governments. To the extent any Local Governments do not become Participating Local Governments, the West Virginia Attorney General shall take all appropriate steps to resolve any remaining Claims by such Local Governments against Walmart, which may include seeking the enactment of a legislative Bar or pursuit of a Settlement Class Resolution.
- E. *Representation With Respect to State Abatement Claims.* The State represents and warrants that the Remediation Amount being paid in this Agreement for Alleged Harms shall be used to fund opioid abatement and treatment activities throughout the State, and that the Settlement is intended to release any and all Claims for abatement within the State. The State acknowledges the materiality of the foregoing representation and warranty.
- F. *Representation With Respect to Claims by Later Litigating Local Governments.* The State represents and warrants that, if any Later Litigating Local Government brings any Released Claim(s) against any Released Entity after the Execution Date, the State will take appropriate steps to cease the litigation as soon as reasonably possible. Depending on facts and circumstances, such steps may include intervening in the Action to move to dismiss or otherwise terminate the Later Litigating Local Government's Claims as to the Released Entities in the Action, commencing a declaratory judgment or other action that establishes a Bar to the

Later Litigating Local Government's Claims as to the Released Entities, or other means.

- G. Non-Participating Local Governments shall be ineligible to receive any portion of the Settlement Sum.
- H. Concurrently with Plaintiff's submission of the Consent Judgment per Section III.D above, the Parties will jointly ask the Court to enter the Case Management Order annexed hereto as Exhibit G, which is applicable only to Non-Participating Local Governments and Later Litigating Local Governments.

**IX. ATTORNEY FEES, COSTS AND EXPENSES; DISBURSEMENT OF LITIGATION COST AMOUNT**

- A. Counsel for any Participating Local Government may submit applications to the Common Benefit Fund Commissioner seeking an allocation from the Litigation Cost Amount for reasonable attorney fees, costs and/or expenses, if any, including MDL Participation Fees, incurred by it prior to the Execution Date in connection with the Actions against Walmart. The State may submit applications to the Common Benefit Fund Commissioner or may otherwise petition the Court for an award of reasonable attorney fees, costs and/or expenses to be paid from the Litigation Cost Amount.
- B. The Parties recognize that the goal of this Agreement is one hundred percent (100%) participation by Local Governments. In determining the allocation among Counsel of the Common Benefit Fund, the Common Benefit Fund Commissioner shall consider such factors as whether the Counsel and his or her clients have contributed to increasing (or reducing) the payments awarded to the State through participation and whether the Counsel represents any Non-Participating Local Governments and/or any Later Litigating Local Governments. It is the Parties' expectation and intent that no portion of the Litigation Cost Amount will be distributed to Counsel for attorney fees, costs and/or expenses incurred in connection with the representation of any Non-Participating Local Government and/or any Later Litigating Local Governments, and the State agrees that it will not take any positions to the contrary before the Court, except to the extent it is part of the consideration of Common Benefit fees or cost.
- C. The Common Benefit Fund Commissioner shall recommend, subject to the Court's review upon request, an allocation of the Litigation Cost Amount among the various Counsel who submitted applications in accordance with Section IX.A. Such allocations shall be subject to the limitations and conditions set forth in this Agreement, the provisions of the West Virginia First Memorandum of Understanding, West Virginia law, and the Orders of the Court. Any objections to the Common Benefit Fund Commissioner's recommended allocation shall be resolved by the Court.

- D. Notwithstanding provisions herein, an attorney may include any work done or time spent on the implementation of, or in furtherance of completion of, this Settlement Agreement prior to or after the Effective Date in a fee request or application. In the event the total amount of fees, costs, and expenses awarded pursuant to this Section IX is less than the Litigation Cost Amount, the remainder shall be added to the Remediation Amount and distributed as provided in this Agreement and the West Virginia First Memorandum of Understanding.
- E. For the avoidance of doubt, nothing in this Section IX shall require any payment by Walmart beyond the Settlement Sum, nor shall Walmart have any responsibility or authority regarding the allocation of the Litigation Cost Amount, except that the Common Benefit Fund Commissioner and/or the Court may receive information from Walmart as to (1) the identity of Participating, Non-Participating, Litigating, Later Litigating, and Non-Litigating Local Governments, and (2) such other information as Walmart may voluntarily elect to provide.
- F. The Litigation Cost Amount is intended to compensate Counsel for the State and Participating Local Governments for reasonable attorney fees, costs and/or expenses, if any, including MDL Participation Fees paid on behalf of Participating Local Governments, incurred by them prior to the Execution Date in connection with the Actions against Walmart, whether those Actions were filed in state or federal court.
- G. No portion of the Litigation Cost Amount may be allocated on the basis of attorney fees, costs, or expenses incurred (1) after the Execution Date, (2) in connection with the representation of Non-Participating Local Governments, or non-governmental persons or entities, or (3) in connection with Claims against persons or entities other than the Released Entities.
- H. To be eligible for any award from the Litigation Cost Amount, Counsel must certify each of the following in an application submitted pursuant to this Section IX:
1. The fees, costs, and/or expenses sought are for work performed or costs or expenses incurred by such Counsel before the Execution Date in connection with representing the State and/or one or more Participating Local Government(s) in connection with Claims against Walmart concerning the Covered Conduct.
  2. No portion of the fees, costs, or expenses sought is for work performed or costs or expenses incurred in connection with representing a Non-Participating Local Government.
  3. Counsel will accept the allocation awarded by the Court and will not seek the payment of fees, costs, or expenses from any Participating Local Government in connection with this Settlement or the Released Claims.



4. Counsel will not assert, and instead expressly waives, any right to collect a contingency fee from any Participating Local Government related to the payments made by Walmart.
  5. Counsel has notified each West Virginia Local Government represented by such Counsel of the amount(s) sought in the application.
  6. Counsel has no present intent to represent or participate in the representation of any Later Litigating Local Government or any Releasor with respect to Released Claims against Released Entities.
  7. Counsel will not charge or accept any referral fees for any Released Claims brought against Released Entities.
  8. Counsel will not engage in any advertising or solicitation related to Released Claims against Released Entities.
  9. Counsel does not have a Claim for fees, costs or expenses related to a Later Litigating Local Government, except any Common Benefit Fee as allowed by Court Order.
  10. Counsel believes the Settlement Agreement to be fair and has made and will make best efforts to recommend that each of his or her Local Government clients become Participating Local Governments.
  11. Counsel submits to the jurisdiction of the Court for purposes of the application, knowingly and expressly agrees to be bound by the determination of the Court with respect to allocation of the Litigation Cost Amount, and waives the ability to appeal that determination.
- I. If it is later determined that any certification made in support of an application pursuant to this Section IX is false, Counsel that submitted the application shall promptly repay to the Qualified Settlement Fund all amounts previously paid to that Counsel from the Litigation Cost Amount. Any such forfeited amount shall be added to the Remediation Amount and distributed as provided in this Agreement and the West Virginia First Memorandum of Understanding.

**X. ENFORCEMENT AND DISPUTE RESOLUTION**

- A. This Agreement shall only be enforceable by Walmart and the State.
- B. If either the State or Walmart believes the other is not in compliance with any term of this Agreement, then that Party shall (1) provide written notice to the other Party specifying the reason(s) why it believes the other is not in compliance with the Agreement; and (2) allow the other Party at least thirty (30) days to attempt to cure such alleged non-compliance (the "*Cure Period*"). In the event the alleged non-compliance is cured within the Cure Period, the other Party shall not have any liability for such alleged non-compliance. In the event of a dispute regarding

whether a Party has cured its non-compliance within the Cure Period, Walmart and the State shall meet and confer within thirty (30) days after the conclusion of the Cure Period to attempt to resolve the dispute. If the dispute is not resolved, the Parties may bring an action to enforce the terms of the Agreement in Court. The Parties consent to the jurisdiction of the Court for the limited purpose of resolution of disputes identified in this Section X.

## **XI. MISCELLANEOUS**

- A. *No Admission of Liability.* The Parties intend the Settlement as described herein to be a final and complete resolution of all disputes between Walmart and Plaintiff and between the Released Entities and all Releasors. Walmart is entering into this Settlement Agreement solely for the purposes of settlement and to resolve the West Virginia AG Action, all Actions and Released Claims and thereby avoid significant expense, inconvenience and uncertainty. Walmart denies the allegations in the West Virginia AG Action and the other Actions and denies any civil or criminal liability in the West Virginia AG Action and the other Actions. Nothing contained herein may be taken as or deemed to be an admission or concession by Walmart of: (1) any violation of any law, regulation, or ordinance; (2) any fault, liability, or wrongdoing; (3) the strength or weakness of any Claim or defense or allegation made in the West Virginia AG Action, in any other Action, or in any other past, present or future proceeding relating to any Covered Conduct; or (4) any other matter of fact or law. Nothing in this Settlement Agreement shall be construed or used to prohibit any Released Entity from engaging in the manufacture, marketing, licensing, distribution, dispensing, or sale of branded or generic opioid medications or any other Product in accordance with applicable laws and regulations.
- B. *Use of Agreement as Evidence.* Neither this Agreement nor any act performed or document executed pursuant to or in furtherance of this Agreement: (1) is or may be deemed to be or may be used as an admission or evidence relating to any matter of fact or law alleged in the West Virginia AG Action or the other Actions, the strength or weakness of any Claim or defense or allegation made in those cases, or any wrongdoing, fault, or liability of any Released Entities; or (2) is or may be deemed to be or may be used as an admission or evidence relating to any liability, fault or omission of Released Entities in any civil, criminal or administrative proceeding in any court, administrative agency or other tribunal. Neither this Agreement nor any act performed or document executed pursuant to or in furtherance of this Agreement shall be admissible in any proceeding for any purpose, except to enforce the terms of the Agreement, and except that Released Entities may file this Agreement in any action or proceeding (1) involving a determination regarding insurance coverage, (2) involving a determination of the taxable income or tax liability of any Released Entities; (3) in order to support a defense or counterclaim based on principles of *res judicata*, collateral estoppel, release, good-faith settlement, judgment bar or reduction or on any other theory of claim preclusion or issue preclusion or similar defense or counterclaim; (4) to support a claim for contribution and/or indemnification; or (5) to support any other argument or defense by a Released Entity that the Settlement Agreement provides

full or partial compensation for asserted harms or otherwise satisfies the relief sought.

- C. *Voluntary Settlement.* This Settlement Agreement was negotiated in good faith and at arm's-length over several months, and the exchange of the Remediation Amount and Litigation Cost Amount for the releases set forth herein is agreed to represent appropriate and fair consideration.
- D. *Nature of Payment.* Each of the Parties acknowledges, agrees, and understands that the State and Participating Local Governments sought restitution and remediation within the meaning of 26 U.S.C. § 162(f)(2)(A) and 26 C.F.R. § 1.162-21(e)(4)(i), (ii) as damages for the Alleged Harms allegedly suffered by the State and Participating Local Governments. Each of the Parties acknowledges, agrees, and understands that the Remediation Amount is no greater than the amount, in the aggregate, of the harms allegedly suffered by the State and Participating Local Governments. Each of the Parties acknowledges, agrees, and understands that it is its intention that, for purposes of Section 162(f) of the Internal Revenue Code, the entirety of the Remediation Amount paid by Walmart constitutes restitution and remediation for damage or harm allegedly caused by Walmart in order to restore, in whole or in part, the State, Participating Local Governments, and persons to the same position or condition that they would be in had the State, Participating Local Governments, and persons not suffered the Alleged Harms, and constitutes restitution and remediation for damage or harm allegedly caused by the potential violation of a law and/or is an amount paid to come into compliance with the law. For the avoidance of doubt, "restitution" as used herein has the meaning of 26 U.S.C. § 162(f)(2)(A) and 26 C.F.R. § 1.162-21(e)(4)(i), (ii); "restitution" as used herein does not refer to the disgorgement of ill-gotten gains. The Parties acknowledge, agree, and understand that no portion of the Remediation Amount represents the disgorgement of any allegedly ill-gotten gains. The Parties acknowledge, agree, and understand that only the Litigation Cost Amount represents reimbursement to the State, any Participating Local Government or other person or entity for the costs of any investigation or litigation; that no portion of the Remediation Amount represents reimbursement to the State, any Participating Local Government or any other person or entity for the costs of any investigation or litigation; and that no portion of the Remediation Amount represents or should properly be characterized as the payment of fines, penalties, punitive damages, or any damages relating to intentional injury. The State and Participating Local Governments acknowledge, agree and understand that Walmart intends to allocate the cost of the Remediation Amount among the Released Entities using a reasonable basis. The State shall complete and file, on behalf of the State and every Participating Local Government, Form 1098-F with the Internal Revenue Service on or before February 28 (March 31 if filed electronically) of the year following the calendar year in which the Agreement becomes binding, as described in Paragraph III.A of the Agreement. On the Form 1098-F, the State shall identify the Remediation Amount as restitution/remediation amounts and shall furnish Copy B of such Form 1098-F to Walmart. Alternatively, if reasonably requested by Walmart, the State and every Participating Local Government shall each complete

and file Form 1098-F with the Internal Revenue Service on or before February 28 (March 31 if filed electronically) of the year following the calendar year in which the Agreement becomes binding, as described in Paragraph III.A of the Agreement. On the Form 1098-F, the State and each Participating Local Government shall identify the Remediation Amount as restitution/remediation amounts and shall furnish Copy B of such Form 1098-F to Walmart. Neither Walmart nor the State makes any warranty or representation as to the tax consequences of the Remediation Amount or the Litigation Cost Amount or any portion thereof.

- E. *Federal, State and Local Laws Prevail.* Nothing in this Agreement shall be construed to authorize or require any action by Walmart in violation of applicable federal, state, or other laws.
- F. *No Third-Party Beneficiaries.* Except as to Released Entities, nothing in this Settlement Agreement is intended to or shall confer upon any third party any legal or equitable right, benefit or remedy of any nature whatsoever.
- G. *Binding Agreement.* This Agreement shall be binding upon, and inure to the benefit of, the successors and assigns of the Parties hereto and to the Released Entities.
- H. *Choice of Law.* Any dispute arising from or in connection with this Settlement Agreement shall be governed by West Virginia law without regard to its choice-of-law provisions.
- I. *No Conflict Intended.* The headings used in this Agreement are intended for the convenience of the reader only and shall not affect the meaning or interpretation of this Agreement. The definitions contained in this Agreement or any Exhibit hereto are applicable to the singular as well as the plural forms of such terms.
- J. *No Party Deemed to be the Drafter.* None of the Parties hereto shall be deemed to be the drafter of this Agreement or any provision hereof 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 hereof.
- K. *Modification.* This Agreement may only be modified by a written agreement of the Parties or, in the case of the Consent Judgment, by court proceedings resulting in a modified judgment of the Court. For purposes of modifying this Agreement or the Consent Judgment, Walmart may contact the West Virginia Attorney General for purposes of coordinating this process. Modifications must be in writing to be enforceable.
- L. *Waiver.* Any failure by any Party to this Agreement to insist upon the strict performance by any other Party of any of the provisions of this Agreement shall not be deemed a waiver of any of the provisions of this Agreement, and such Party, notwithstanding such failure, shall have the right thereafter to insist upon the specific performance of any and all of the provisions of this Agreement.

- M. *Entire Agreement.* This Agreement represents the full and complete terms of the settlement entered into by the Parties hereto. In any action undertaken by the Parties, no prior versions of this Agreement and no prior versions of any of its terms may be introduced for any purpose whatsoever.
- N. *Counterparts.* This Agreement may be executed in counterparts, and a facsimile or pdf signature shall be deemed to be, and shall have the same force and effect as, an original signature.
- O. *Severability.* In the event any one or more immaterial provisions of this Settlement Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Settlement Agreement. Material provisions are those in Sections III, V, VII, and VIII of this Agreement.
- P. *Notice.* All notices under this Agreement shall be provided to the following via email and Overnight Mail:

Walmart:

Karen Roberts  
Executive Vice President and General Counsel  
Walmart, Inc.  
702 S.W. 8th Street  
Bentonville, AR 72716  
Karen.Roberts@walmartlegal.com

Copy to Walmart's attorneys:

David W. Ogden  
Charles C. Speth  
Wilmer Cutler Pickering Hale and Dorr LLP  
1875 Pennsylvania Avenue, NW  
Washington, DC 20006  
David.Ogden@wilmerhale.com  
Charles.Speth@wilmerhale.com

For the State:

Vaughn T. Sizemore  
Deputy Attorney General  
Office of the Attorney General  
P.O. Box 1789  
Charleston, WV 25326  
vaughn.t.sizemore@wvago.gov

Abby G. Cunningham  
Assistant Attorney General

Office of the Attorney General  
P.O. Box 1789  
Charleston, WV 25326  
abby.g.cunningham@wvago.gov

APPROVED:

WALMART

Date: 9-20-2022

By: 

Name: Charles Speth

Title: WilmerHale, Counsel for Walmart

Date: 9-20-2022

THE STATE OF WEST VIRGINIA

By: 

Name: Patrick Morrissey

Title: Attorney General

**WALMART/WEST VIRGINIA STATE-WIDE OPIOID SETTLEMENT AGREEMENT**

**EXHIBIT LIST**

Alleged Harms..... Exhibit A

List of litigating counties and cities..... Exhibit B

List of all counties, cities, towns and villages..... Exhibit C

West Virginia Local Government Election and Release Form.....Exhibit D

West Virginia First Memorandum of Understanding ..... Exhibit E

Consent Judgment ..... Exhibit F

Case Management Order.....Exhibit G

Illustrative List of Released Entities .....Exhibit H

West Virginia Intrastate Allocation Formula..... Exhibit I

To review documents go to: <https://wvago.sharefile.com/d-se540ce915c074980bc50dad5df989190>

**CVS**

**SETTLEMENT**

**DOCUMENTS**



PATRICK MORRISEY  
ATTORNEY GENERAL  
PHYSICAL ADDRESS:  
1900 Kanawha Blvd., East  
State Capitol Complex  
Building 6, Suite 401  
Charleston, WV 25305

MAILING ADDRESS:  
P.O. Box 1789  
Charleston, WV 25326-1789

E-Mail: [consumer@wvago.gov](mailto:consumer@wvago.gov)  
<http://www.wvago.gov>



**STATE OF WEST VIRGINIA  
OFFICE OF THE ATTORNEY GENERAL**

Consumer Protection  
and Antitrust Division  
(304) 558-8986  
Consumer Hotline  
1-800-368-8808  
Preneed Funeral Services  
(304) 558-8986  
Senior Protection Hotline  
(304) 558-1155  
Facsimile (304) 558-0184

RE: CVS Settlement

Dear Mayor/County Commissioner:

Recently, your community elected to participate in the West Virginia First Memorandum of Understanding ("MOU"), announced earlier this year, which sets out how settlement and judgment dollars from opioid supply chain participants will be allocated among the State and its communities. With your help, West Virginia is now poised to make a meaningful impact on abating the opioid epidemic through a combination of direct payments to local communities, the State, and a non-profit, non-stock foundation created to fund statewide opioid abatement under the MOU. I am grateful for your community's decision to support the MOU.

My office recently announced a \$82.5 million statewide settlement with CVS Pharmacy, Inc., who operates a retail chain pharmacy that distributed and dispensed prescription opioids. ("CVS Settlement"). The CVS Settlement is a major milestone for West Virginia and will provide much-needed abatement dollars to communities throughout the state. We now ask for your assistance in finalizing this settlement through execution of an election and release form.

Under the settlement, participating local governments who execute an election and release form are eligible for direct payments from the amount set aside for remediation. For the CVS Settlement, 72.5% goes to the West Virginia First Abatement Fund and a minimum of 24.5% goes to local governments.

Attached you will find a copy of the executed CVS Settlement Agreement with a list of exhibits and a West Virginia Local Government Election and Release form. Copies of the exhibits to the CVS Settlement Agreement are not enclosed, but may be downloaded at the following sharefile link: <https://wvago.sharefile.com/d-s49828cc6648d4f028fbdf4ff3cf87ca3>. Should you have difficulty accessing the documents via the sharelink, please contact our office and we will forward copies by regular mail.

In order to ensure that your community receives the maximum benefit under the CVS Settlement, **please have your council/commission vote on the CVS settlement terms and, if your community supports this agreement, return the executed West Virginia Local Government Election and Release Form to my office no later than October 27, 2022** using the following address:

Via mail or email to:                      Attn: Paula Price  
Office of the West Virginia Attorney General  
P.O. Box 1789  
Charleston, WV 25326  
[Paula.J.Price@wvago.gov](mailto:Paula.J.Price@wvago.gov)

If you have questions, please contact Ann Haight or Abby Cunningham at our Consumer Protection Division, 304-558-8986.

Sincerely,  
  
Patrick Morrissey  
Attorney General

**WEST VIRGINIA LOCAL GOVERNMENT**  
**ELECTION AND RELEASE FORM**

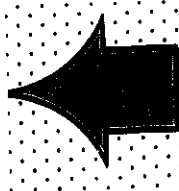
(CVS)

This Election and Release Form for West Virginia Participating Local Governments resolves opioid-related Claims against CVS under the terms and conditions set September 20, 2022 (the "Agreement"), the provisions of which are here incorporated by reference in their entirety. Upon executing this Election and Release Form, a Participating Local Government agrees that, in exchange for the consideration described in the Agreement, the Participating Local Government is bound by all the terms and conditions of the Agreement. By executing this Election and Release Form, the Participating Local Government submits to the jurisdiction of the panel overseeing the mass litigation proceeding captioned *In re: Opioid Litigation*, Civil Action No. 21-C-9000, in the Circuit Court of Kanawha County, West Virginia (the "Court"). To the extent the Participating Local Government has asserted Claims against CVS in Actions that are pending before the Court, the Participating Local Government hereby grants all necessary right and authority to the West Virginia Attorney General to seek dismissal of the Participating Local Government's Action through the submission of the Consent Judgment as contemplated in the Agreement. If the Participating Local Government's Action is pending in another court as of the Effective Date, the Participating Local Government hereby agrees to dismiss (or if necessary move to dismiss) that Action as to CVS and any other Released Entities within seven (7) business days of the Effective Date.

Dated: \_\_\_\_\_

\_\_\_\_\_  
LOCAL GOVERNMENT

BY: \_\_\_\_\_  
PRINTED NAME: \_\_\_\_\_  
TITLE: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
\_\_\_\_\_  
TELEPHONE: \_\_\_\_\_  
EMAIL ADDRESS: \_\_\_\_\_



**CVS West Virginia State-Wide Opioid  
Settlement Agreement**

**I. OVERVIEW**

This Settlement Agreement dated as of September 20, 2022 sets forth the terms and conditions of a settlement between and among the State of West Virginia (defined herein) and CVS (defined herein) (collectively, “the *Parties*”) to resolve opioid-related Claims (defined herein) against CVS.

CVS has agreed to the below terms for the sole purpose of settlement, and nothing herein may be taken as or construed to be an admission or concession of any violation of law, rule, or regulation, or of any other matter of fact or law, or of any liability or wrongdoing, all of which CVS expressly denies. No part of this Agreement, including its statements and commitments, shall constitute evidence of any liability, fault, or wrongdoing by CVS. Unless the contrary is expressly stated, this Agreement is not intended for use by any third party for any purpose, including submission to any court for any purpose.

This Agreement resolves as to CVS, among other things, the lawsuit captioned *State of West Virginia ex rel. Patrick Morrissey, Attorney General v. CVS Pharmacy, Inc., et al.*, Civil Action No. 20-C-131 PNM (W. Va. Cir. Ct. Putnam County) (the “*West Virginia AG Action*”), pending within *In re: Opioid Litigation*, Civil Action No. 21-C-9000 (W. Va. Cir. Ct. Kanawha County), and Actions brought and/or Claims possessed by Participating Local Governments.

**II. DEFINITIONS**

- A. “*Actions*” means the West Virginia AG Action and any lawsuit by a Local Government asserting any Released Claim against one or more Released Entities.
- B. “*Alleged Harms*” means the alleged past, present, and future financial, societal, and related expenditures arising out of the alleged misuse and abuse of a Product, non-exclusive examples of which are described in the documents listed on Exhibit A, including those State and Local Government expenditures 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 CVS.
- C. “*Agreement*” and “*Settlement Agreement*” mean this settlement agreement together with the Exhibits thereto.
- D. “*Bar*” means (1) a ruling by the highest court of the State setting forth the general principle that no Local Governments in the State may maintain Released Claims against Released Entities, whether on the ground of the Agreement (or the release in it) or otherwise; (2) a law barring Local Governments in the State from maintaining or asserting Released Claims against Released Entities (either through a direct bar or through a grant of authority to release claims and that authority is exercised in full); or (3) a Settlement Class Resolution in the State with full force

and effect. For the avoidance of doubt, a law or ruling that is conditioned or predicated upon payment by a Released Entity (apart from payment of the Settlement Sum) shall not constitute a Bar.

- E. “*Case-Specific Resolution*” means either (1) a law barring specified Local Governments from maintaining Released Claims against Released Entities (either through a direct bar or through a grant of authority to release claims and that authority is exercised in full); or (2) a ruling by a court of competent jurisdiction over a particular Local Government that has the legal effect of barring the Local Government from maintaining any Released Claims at issue against Released Entities, whether on the ground of the Agreement (or the release in it) or otherwise; or (3) a release consistent with Section VII below. For the avoidance of doubt, a law, ruling, or release that is considered or predicated upon a post-Effective Date payment by a Released Entity (apart from payment of the Settlement Sum) shall not constitute a Case-Specific Resolution.
- F. “*Claim*” means any past, present or future cause of action, claim for relief, cross-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.
- G. “*Class I Local Government*” means a Local Government that is a Class I city as that term is defined in W. Va. Code § 8-1-3(1).
- H. “*Class II Local Government*” means a Local Government that is a Class II city as that term is defined in W. Va. Code § 8-1-3(2).
- I. “*Class III Local Government*” means a Local Government that is a Class ID city as that term is defined in W. Va. Code § 8-1-3(3).
- J. “*Class IV Local Government*” means a Local Government that is a Class IV town or village as that term is defined in W. Va. Code § 8-1-3(4).

- K. “*Common Benefit Fund Commissioner*” means the Honorable Christopher C. Wilkes, acting with the authority granted to him pursuant to the Court’s Order Authorizing Common Benefit Fund and Appointing Common Benefit Fund Commissioner, dated October 4, 2021 (Transaction ID 66985632), and the Court’s Order Establishing Common Benefit Fund, dated November 4, 2021 (Transaction ID 67071292).
- L. “*Consent Judgment*” means a consent decree, order, judgment, or similar action; in connection with this Agreement, the Parties have agreed to the entry of the Consent Judgment attached hereto as Exhibit F, which provides for, among other things, the release set forth below, the Court’s approval of the Litigation Cost Amount, the dismissal with prejudice of any Released Claims that the State has brought against Released Entities, and the dismissal with prejudice of all other Actions pending before the Court, on the terms and conditions specified herein.
- M. “*Counsel*” means a solo practitioner, multi-attorney law firm, or other legal representative of the State or a Local Government.
- N. “*Court*” means the panel overseeing the mass litigation proceeding captioned *In re Opioid Litigation*, Civil Action No. 21-C-9000 (W. Va. Cir. Ct. Kanawha County).
- O. “*Covered Conduct*” means 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 Effective 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) in any line of business arising from or relating in any way to a Product, including without limitation: (1) the distribution, dispensing, delivery, monitoring, reporting, supply, sale, prescribing, physical security, warehousing, health insurance or prescription-drug coverage, purchases, reimbursement, discovery, development, manufacture, packaging, repackaging, marketing, promotion, advertising, labeling, recall, withdrawal, or use or abuse of a Product; orders, prescriptions, formularies, guidelines, payments or rebates for a Product; policies, practices and/or operating procedures, statements, contracts, health or prescription drug insurance, health or prescription-drug claim administration, health or prescription-drug benefit administration, health or prescription-drug claim adjudication, health or prescription-drug plan design, data and sales thereof, and any other act or failure to act relating to a Product; and any system, plan, policy or advocacy relating to any Product; (2) the characteristics, properties, risks or benefits of any Product; (3) the reporting, disclosure, non-reporting or non-disclosure to federal, state or other regulators of orders, prescriptions related to a Product; (4) the purchasing, selling, acquiring, disposing of, importing, exporting, handling, processing, packaging, supplying, distributing, converting, or otherwise engaging in any activity relating to a Product; and (5) controls against diversion, corresponding responsibility, and suspicious order monitoring related to any Product. For avoidance of doubt, products other than

Products are not included in Covered Conduct. This definition shall not preclude the Attorney General from bringing antitrust, overpricing, or kickback claims of general applicability, the allegations of which (i) include prescription pharmaceutical products generally and are not specific or limited to Products and (ii) do not in any way concern, relate to, or arise from the nature and characteristics of Products; the use, misuse, abuse or diversion of, or addiction to, Products and/or the potential thereof; any alleged oversupply of Products; the legality, legitimacy and/or appropriateness of any prescriptions for Products and/or the legality, legitimacy and/or appropriateness of any dispensing of Products; asserted violations of state or federal controlled substances laws; or any alleged direct or indirect effects or harms resulting from any of the above.

- P. “*CVS*” means CVS Pharmacy, Inc. and all of its past and present direct and indirect parents and subsidiaries, including without limitation CVS Indiana, L.L.C., CVS Rx Services, Inc., CVS TN Distribution L.L.C., and West Virginia CVS Pharmacy, L.L.C. For the avoidance of doubt, this definition shall not in any way limit the definition of Released Entities in Section II.HH.
- Q. “*Effective Date*” means the date on which CVS makes the payment described in Section III.A.
- R. “*Execution Date*” means the date on which this Agreement is executed by the last Party to do so.
- S. “*Finality*” means:
1. the Agreement and the Consent Judgment have been approved and entered by the Court as to CVS, including the release of all Released Claims against Released Entities as provided in this Agreement; and
  2. (a) the time for appeal or to seek review of or permission to appeal from such approval and entry has expired; or (b) in the event of an appeal, the appeal has been dismissed or denied, or the approval and entry described above have been affirmed in all material respects (to the extent challenged in the appeal) by the court of last resort to which such appeal has been taken and such dismissal or affirmance has become no longer subject to further appeal (including, without limitation, review by the United States Supreme Court).
- T. “*Global Settlement*” means any agreement resolving substantially all litigation and claims brought or threatened to be brought against CVS by other states and political subdivisions in the United States, including without limitation claims against CVS in the multi-district litigation *In re: Nationwide Prescription Opiate Litigation*, MDL No. 2804 (N.D. Ohio) and related state court prescription opiate litigation.
- U. “*Later Litigating Local Government*” means a Local Government (or Local Government official asserting the right of or for the Local Government to recover for Alleged Harms to the Local Government and/or the people thereof) that is not

a Litigating Local Government as of the Execution Date and that files a lawsuit bringing a Released Claim against a Released Entity, or that adds such a claim to a pre-existing lawsuit, after the Execution Date. It may also include a Litigating Local Government whose Claims were resolved by a judicial Bar or Case-Specific Resolution which is later revoked following the Execution Date, when such Litigating Local Government takes any affirmative step in its lawsuit other than seeking a stay or removal.

- V. *"Litigating Local Government"* means any Local Government (or Local Government official asserting the right of or for the Local Government to recover for Alleged Harms to the Local Government and/or the people thereof) that brought any Released Claims against one or more Released Entities on or before the Execution Date that were not separately resolved prior to that date. Exhibit B includes Litigating Local Governments identified by the Parties as of the Execution Date but is subject to amendment in the event it proves to be incomplete and other entities that satisfy the definition for "Litigating Local Governments" are subsequently identified.
- W. *"Litigation Cost Amount"* has the meaning specified in Section III.A below.
- X. *"Local Government"* means a formal and legally recognized sub-entity of the State that provides general governance for a defined area, including a county, city, town, village, or similar entity, as further described in W. Va. Code §§ 7-1-1 *et seq.*, and §§ 8-1-1 *et seq.* A list of Counties, and lists of Class I, II, III and IV Local Governments, are attached as Exhibit C. Historic, non-functioning sub-entities of the State are not Local Governments, unless the entity has filed a lawsuit that includes a Released Claim against a Released Entity in a direct, *parens patriae*, or any other capacity. For the avoidance of doubt, "Local Government" does not include special districts or school boards.
- Y. *"Non-Litigating Local Government"* means a Local Government that is neither a Litigating Local Government nor a Later Litigating Local Government.
- Z. *"Non-Participating Local Government"* means a Local Government that is not a Participating Local Government.
- AA. *"Participation Date"* means one hundred twenty (120) days after the Agreement is executed.
- BB. *"Participating Local Government"* means a Local Government that signs the Election and Release Form annexed as Exhibit D and meets the requirements for becoming a Participating Local Government under subsection VIII.A or VIII.C.
- CC. *"Plaintiff"* means the State of West Virginia, acting by and through its Attorney General.
- DD. *"Product"* means any chemical substance, whether used for medicinal or non-medicinal purposes, and whether natural, synthetic, or semi-synthetic, or any

finished pharmaceutical product made from or with such substance, that is an opioid or opiate, as well as any product containing any such substance. "Product" also includes: (1) the following when used in combination with opioids or opiates: benzodiazepine, carisoprodol, zolpidem, or gabapentin; and (2) a combination or "cocktail" of any stimulant or other prescription drug or chemical substance, including without limitation muscle relaxers, prescribed, sold, bought, or dispensed to be used together that includes opioids or opiates. For the avoidance of doubt, "Product" does not include benzodiazepine, carisoprodol, zolpidem, or gabapentin when not used in combination with 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, or any variant of these substances or any similar substance.

- EE. "*Qualified Settlement Fund*" means the West Virginia Qualified Settlement Fund contemplated by this Agreement, into which the Settlement Sum shall be paid and which shall be established under the authority and jurisdiction of the Court in accordance with the requirements of 26 C.F.R. § 1.468B-1.
- FF. "*Qualified Settlement Fund Administrator*" means the Administrator appointed to administer the Qualified Settlement Fund under the authority and jurisdiction of the Court. The duties of the Qualified Settlement Fund Administrator shall be governed by this Agreement. The identity of the Qualified Settlement Fund Administrator and a detailed description of the Qualified Settlement Fund Administrator's duties and responsibilities, including a detailed mechanism for paying the Qualified Settlement Fund Administrator's fees and costs, will be set forth in a separate document to be prepared by the Parties and filed with the Court to establish the fund and be attached later to this Agreement.
- GG. "*Released Claims*" means 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 and/or Alleged Harms occurring prior to the Effective Date. Without limiting the foregoing, "Released Claims" include any Claims that have been asserted against the Released Entities by the State or any of its Litigating Local Governments 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 and/or Alleged Harms, 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 West Virginia or any of its Local Governments, or any Releasers (whether or not West Virginia or such Local Government or Releaser has brought such action or proceeding). Released Claims also include all Claims asserted in any proceeding to be dismissed pursuant to the Agreement, whether or not such claims relate to Covered Conduct. The Parties intend that "Released Claims" be interpreted broadly. This Agreement does not release Claims by private individuals. While the State takes no position on the availability of such defenses, in any action arising from or relating to such Claims or the Covered Conduct, nothing in this Agreement either approves, disapproves, or disallows the Released



Entities from asserting as a defense or otherwise arguing that the Remediation Payments required herein serve as partial or full relief for personal injuries or for other legal or equitable claims or demands asserted by private individuals or others. 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 Local Government or other non-party Local Government that would have been Released Claims if they had been brought by a Releasor against a Released Entity prior to the Execution Date.

- HH. “*Released Entities*” means (i) CVS Health Corporation; (ii) CVS Pharmacy, Inc.; (iii) CVS Indiana, L.L.C.; (iv) CVS Rx Services, Inc.; (v) CVS TN Distribution, L.L.C.; (vi) West Virginia CVS Pharmacy, L.L.C.; (vii) all of the foregoing entities’ respective past and present, direct or indirect: parents, subsidiaries, divisions, affiliates, joint ventures, predecessors, successors, assigns and insurers (in their capacity as such) and all of their respective past and present, direct or indirect, parents, subsidiaries, divisions, affiliates, joint ventures, predecessors, successors, assigns and insurers (solely in their capacity as such with respect to Released Claims and Covered Conduct); and (viii) the past and present officers, directors, members, shareholders (solely in their capacity as shareholders of the foregoing entities), partners, trustees, employees, agents, attorneys and insurers (solely in their capacity as such with respect to Released Claims and Covered Conduct) of each of the foregoing entities and persons referenced in clauses (i) through (vii) above for actions or omissions that occurred during and related to their work for, or employment with, any of the foregoing entities with respect to the Released Claims. Any person or entity described in subsections (vii)-(viii) shall be a Released Entity solely in the capacity described in such clause with respect to Released Claims and Covered Conduct and shall not be a Released Entity with respect to its conduct in any other capacity.
- II. “*Releasors*” means (1) the State; (2) each Participating Local Government; and (3) without limitation and to the maximum extent of the power of the State’s Attorney General and/or each Participating Local Government to release Claims, (a) the State’s and each Participating Local Government’s departments, agencies, divisions, boards, commissions, instrumentalities of any kind and attorneys, including its Attorney General, and any person in their official capacity whether elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, (b) any public entities, public instrumentalities, public educational institutions, public service districts, unincorporated districts, water districts, law enforcement districts, emergency services districts, highway authorities, conservation districts, development authorities, reclamation districts, recreation districts, economic development authorities, housing authorities, sanitary districts, solid waste authorities, urban mass transportation authorities, and any other person or entity that performs services at the direction of the State and/or one or more Participating Local Governments, 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 the State or Local Governments in the State, whether or not any of them participate in the 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 Local Government. In addition to being a Releasor as provided herein, a Participating Local Government shall also provide an Election and Release Form (in the form attached as Exhibit D to this Agreement) providing for a release to the fullest extent of the Participating Local Government's authority. The State's Attorney General represents that he or she has or has obtained the authority set forth in Section VII.F.

- JJ. "*Remediation Amount*" has the meaning specified in Section III.A below.
- KK. "*Settlement Class Resolution*" means a class action resolution in a court of competent jurisdiction in the State with respect to a class of Local Governments in the State that (1) conforms with the State's statutes, case law, and/or rules of procedure regarding class actions; (2) is approved and entered as an order of a court of competent jurisdiction in the State and has achieved Finality; (3) is binding on all Non-Participating Local Governments in the State (other than opt outs as permitted under the next sentence); (4) provides that all such Non-Participating Local Governments may not bring Released Claims against Released Entities, whether on the ground of the Agreement (or the releases herein) or otherwise; and (5) does not impose any costs or obligations on CVS other than those provided for in the Agreement, or contain any provision inconsistent with any provision of the 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 Local Governments collectively representing 1% or more of the State's population opt out. In seeking certification of any Settlement Class, the State and applicable Local Governments 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.
- LL. "*Settlement Sum*" means the aggregate total sum to be paid pursuant to this Agreement by or on behalf of CVS and all Released Entities as specified in Section III.A below. Neither CVS nor any Released Entities shall be called upon to make any payments pursuant to this Agreement in addition to the amount set forth in Section III.A below.
- MM. "*State*" means the State of West Virginia, including all of its executive departments, agencies, divisions, boards, commissions, instrumentalities and officers, including the Attorney General.

### **III. CONSIDERATION TO BE PROVIDED BY CVS**

- A. *Settlement Sum.* The Settlement Sum is \$82,500,000, reflecting a substantial premium for the State given the unique facts and circumstances associated with the Actions, including without limitation the imminent trial date and the impact of opioid abuse and misuse in the State. The Settlement Sum shall be inclusive of (1) the Litigation Cost Amount attributable to reimbursement of the State's and Participating Local Governments' reasonable attorney fees, costs, and expenses incurred through the Execution Date in connection with their Claims against CVS and the Released Entities in the Actions, and to be disbursed as provided in Section IX below; and (2) the Remediation Amount attributable to the Alleged Harms, which shall be used to fund opioid abatement and treatment activities throughout the State and disbursed as provided in Section IV below. CVS does not concede that these activities constitute cognizable abatement. For the avoidance of doubt, the Remediation Amount equals the aggregate amount paid or incurred by CVS hereunder other than amounts that constitute the Litigation Cost Amount. The Qualified Settlement Fund Administrator shall place the Litigation Cost Amount and the Remediation Amount into separate sub-funds within the Qualified Settlement Fund pending their disbursement as provided in this Settlement Agreement. On or before the Participation Date, the State shall provide to CVS Election and Release Forms (in the form annexed as Exhibit D) demonstrating that (1) at least 96% of the population of Litigating Local Governments, (2) at least 96% of Counties, and (3) at least 96% of the population of Non-Litigating Local Governments as of the Participation Date that are Class I or Class II Local Governments have become Participating Local Governments (collectively, the "Participation Threshold"). For the avoidance of doubt, the requirement that CVS pay the Settlement Sum pursuant to this Agreement shall become binding only upon the State's provision to CVS of Election and Release Forms demonstrating that it has met the Participation Threshold.
- B. *Timeline for Settlement Sum Allocation and Payments.* Provided that the State has met the Participation Threshold, within three (3) business days of the earliest of either CVS's receipt of Election and Release Forms demonstrating that the Participation Threshold has been met or the Participation Date, the Parties shall jointly file with the Court a request that the Court determine what portion of the Settlement Sum constitutes the Litigation Cost Amount. The State agrees that it will not seek a Litigation Cost Amount percentage greater than that sought from any other settling party, and it is the Parties' expectation and intent that the Litigation Cost Amount percentage shall be no greater than for any other settling party. If the Court has not issued an order regarding the portion of the Settlement Sum that constitutes the Litigation Cost Amount by February 13, 2023, the Parties will meet and confer and will agree by February 20, 2023 on an allocation as between the Remediation Amount and the Litigation Cost Amount, subject to revision by the Court. If the Parties agree on an allocation as between the Remediation Amount and the Litigation Cost Amount and the Court later orders a different allocation as between the Remediation Amount and the Litigating Cost Amount, the State agrees to cooperate with CVS in preparing any tax forms

reasonably requested by CVS, including but not limited those set out in Section XI.F. CVS shall, within fifteen (15) days after the occurrence of (1) the Participation Date; (2) the Court issuing a ruling determining what portion of the Settlement Sum constitutes the Litigation Cost Amount or an agreement by the Parties on such allocation, whichever comes first; (3) CVS's receipt of Election and Release Forms demonstrating that the Participation Threshold has been met; and (4) the date the Qualified Settlement Fund has been established under the authority and jurisdiction of the Court and CVS has received from the West Virginia Attorney General a W-9 and wire instructions for the Qualified Settlement Fund, pay into the Qualified Settlement Fund the total sum of \$52,500,000 (the "Initial Payment"). Beginning one year after the Initial Payment, CVS shall pay into the Qualified Settlement Fund in equal annual installments \$30,000,000 over ten (10) years (the "Subsequent Payments") pursuant to the schedule set forth in Exhibit H (or over the payment period agreed to in any Global Settlement if shorter than 10 years, subject to net present value analysis).

- C. *Most Favored Nation.* If there is a Global Settlement, then CVS shall make an additional Most Favored Nation ("MFN") payment into the Qualified Settlement Fund of 2.25% of the net present value ("NPV") (calculated with a discount rate to be agreed to by the Parties in the event of a Global Settlement, subject to resolution by the Resolution Panel in the event the Parties cannot agree) of the payment to be received by states and political subdivisions for remediation and restitution at full participation levels and attorney fees for litigating Attorneys General and subdivisions but excluding payments to tribes and attorney fees for tribes and non-litigating Attorneys General. In determining the MFN payment under this subsection, CVS shall receive a full credit or offset for the Initial Payment and the Subsequent Payments. If 2.25% of the NPV of the Global Settlement, as described above, would yield an amount lower than or equal to the sum of the Initial Payment and the Subsequent Payments, subject to NPV analysis, then CVS shall owe no further payment. Any additional payment under this subsection shall be subject to the schedule set forth in any Global Settlement.
- D. *No Other Payments by Releasees.* Other than the Initial Payment and the Subsequent Payments described in Section III.A and any MFN Payment described in Section III.C, none of the Released Entities shall have any obligation to make any further or additional payment under this Agreement.
- E. *Consent Judgment.* As soon as practicable following the Effective Date, and prior to the Initial Payment, Plaintiff shall file in the Court a proposed Consent Judgment substantially in the form of Exhibit F. The Consent Judgment shall be approved by the Court and include the dismissal with prejudice, as to CVS and all other Released Entities, of the West Virginia AG Action and the Actions of Participating Local Governments pending before the Court. The Consent Judgment shall further provide that, notwithstanding the dismissal, the Court shall retain jurisdiction to (1) determine the allocation of the Litigation Cost Amount as provided in Section IX, and (2) enter an Amended Consent Judgment imposing injunctive terms as set out in Section V.A. The Parties shall confer and agree as to the final form and time of

filing of the Consent Judgment and any amended Consent Judgment prior to its filing with the Court.

**IV. INTRA-STATE ALLOCATION AND DISBURSEMENT OF REMEDIATION AMOUNT**

- A. When the appropriate Orders are issued, the Qualified Settlement Fund Administrator shall allocate and distribute the Remediation Amount to the State and Participating Local Governments as provided in the Order of the Panel and the West Virginia First Memorandum of Understanding, attached as Exhibit E. For the avoidance of doubt, the Qualified Settlement Fund Administrator shall not allocate or distribute any of the Remediation Amount to any Non-Participating Local Government.
- B. CVS shall have no duty, liability, or influence of any kind with respect to the apportionment and use of the Remediation Amount. Plaintiff specifically represents, however, that any such apportionment and use shall be made in accordance with this Agreement and all applicable laws, unless otherwise ordered by the Court.

**V. INJUNCTIVE RELIEF**

- A. The State and CVS agree that the Consent Judgment shall provide that the Court shall retain jurisdiction to enter an Amended Consent Judgment imposing injunctive terms that match the injunctive terms imposed in any executed Global Settlement. If there is no Global Settlement within one year of the Effective Date, then the State may elect within three years of the Effective Date and upon 90 days' notice to CVS for the injunctive terms attached as Exhibit F to CVS's settlement agreement with the Florida Attorney General to apply instead.

**VI. CESSATION OF LITIGATION ACTIVITIES**

- A. It is the Parties' intent that any and all litigation activities in the Actions relating to Claims against the Released Entities shall immediately cease as of the Execution Date, and that Claims against the Released Entities shall not be included in the trial of any action against any other defendant. The State shall use best efforts to cause Litigating Local Governments to cease all activities in accordance with the foregoing understanding.

**VII. RELEASE AND DISMISSAL**

- A. *Scope.* As of the Effective Date, (1) the Released Entities shall be, and hereby are, released and forever discharged from all of the Releasers' Released Claims, and (2) the State (for itself and its Releasers) and each Participating Local Government (for itself and its Releasers) shall be deemed to have absolutely, unconditionally, and irrevocably released, discharged, waived, and covenanted not to bring, file, or claim, or to cause, assist in bringing, or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for, any Released Claims against any

Released Entity in any forum whatsoever. The releases provided for in the 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 and all liability and expense arising from or relating in any way to the Released Claims and extend to the full extent of the power of the State, its Attorney General, and each Releasor to release claims. The Release shall be, and is, a complete bar to any Released Claim.

B. *Claim-Over and Non-Party Settlement*

1. *Statement of Intent.* It is the intent of the Parties that:

- a. Released Entities shall not seek contribution or indemnification (other than pursuant to an insurance contract) from other parties for their payment obligations under this Agreement;
- b. The Initial Payment and the Subsequent Payments 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), and each Releasor expressly waives its right to seek reallocation to CVS pursuant to W. Va. Code § 55-7-13C(d) of any amount that the Releasor is unable to collect from any other party held to be liable to the Releasor;
- c. Claims by Releasors against non-Parties shall not result in additional payments by Released Entities, whether through contribution, indemnification or any other means; and
- d. It is expressly understood and agreed that the Parties have entered into this Agreement in good faith. In accordance with the Supreme Court of Appeals of West Virginia's decisions in *Board of Education of McDowell County v. Zando, Martin & Milstead, Inc.*, 182 W. Va. 597, 390 S.E.2d 796 (1990), and *Smith v. Monongahela Power Co.*, 189 W. Va. 237, 429 S.E.2d 643 (1993), it is the intent of the Releasors and the Released Entities that by making this good faith settlement of a disputed matter, the Released Entities are hereby relieved from any liability for Covered Conduct of a non-Party under any theory, including on the basis of contribution, indemnity or other claim-over (a "*Claim-Over*").
- e. The provisions of this subsection VII.B 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. *Contribution/Indemnity 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, 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. *Non-Party Settlement.* To the extent that any Releasor enters into a Non-Party Settlement involving or relating to Covered Conduct, 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) in the Non-Party Settlement, unless prohibited from doing so under applicable law, a prohibition on contribution or indemnity of any kind substantially equivalent to that required from CVS in subsection VII.B.2, 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. *Claim-Over.* 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 in subsection VII.B.2, 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 subsection VI.B.3, and such Non-Released Entity asserts a Claim-Over against a Released Entity, CVS and that Releasor shall meet and confer concerning any additional appropriate means by which to ensure that the Released Entities are not required to make any payment with respect to Covered Conduct (beyond the amounts that will already have been paid by CVS under this Settlement Agreement).

C. *General Release.* In connection with the releases provided for in the Agreement, the State (for itself and its Releasors) and each Participating Local Government (for itself and its Releasors) expressly waive, release, and forever discharge any and all provisions, rights, and benefits conferred by any law of the State or principle of common law which would exclude from the scope of the Released Claims any Claims that a Releasor does not know or suspect to exist in the Releasor's favor as of the Effective Date that, if known by the Releasor, would have materially affected the State's or any Participating Local Government's decision to provide the general release contemplated by this Section VII.C. A Releasor may thereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but the State (for itself and its Releasors)

and each Participating Local Government (for itself and its Releasors) expressly waive and fully, finally, and forever settle, release and discharge, 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 State's decision to enter into the Agreement or the Participating Local Governments' decision to participate in the Agreement.

- D. *Cooperation.* Releasors (a) will not encourage any person or entity to bring or maintain any Released Claim against any Released Entity and (b) will cooperate with and not oppose any effort by a Released Entity to secure the prompt dismissal of any and all Released Claims.
- E. *Res Judicata.* Nothing in the Agreement shall be deemed to reduce the scope of the *res judicata* or claim preclusive effect that the settlement memorialized in the Agreement, and/or any Consent Judgment or other judgment entered on the Agreement, gives rise to under applicable law.
- F. *Representation and Warranty.* The State's Attorney General expressly represents and warrants that it will, on or before the Participation Date, have (or have obtained) the authority to settle and release Claims of (1) the State, (2) all past and present executive departments, agencies, divisions, boards, commissions and instrumentalities of the State with the regulatory authority to enforce state and/or federal controlled substances acts, and (3) any of the 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 suspension or revocation of a license to distribute or dispense controlled substances or to operate as a wholesale distributor or pharmacy. For the purposes of clause (3) 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 (including without limitation the West Virginia Board of Pharmacy, the West Virginia Board of Medicine, the West Virginia Department of Health and Human Resources, the West Virginia Office of Health Facility Licensure and Certification, the West Virginia Office of the Insurance Commissioner, and the West Virginia Public Employees Insurance Agency). Also, for the purposes of clause (3), a release from the State's Governor is sufficient to demonstrate that the appropriate releases have been obtained.
- G. *Effectiveness.* The releases set forth in the Agreement shall not be impacted in any way by any dispute that exists, has existed, or may later exist between or among the State, any Local Government, or any other 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 Sum or any portion thereof, or by the enactment of future laws, or by any seizure of the Settlement Sum or any portion thereof.



- H. *Non-Released Claims.* Notwithstanding the foregoing or anything in the definition of Released Claims, the Agreement does not waive, release or limit any criminal liability, Claims not related to Covered Conduct that are not asserted in any proceeding to be dismissed pursuant to the Agreement, Claims for any outstanding liability under any tax or securities law, Claims against parties who are not Released Entities, Claims by individuals for damages for any alleged personal injuries arising out of their own use of a Product, and any Claims arising under the Agreement for enforcement of the Agreement. While the State takes no position on the availability of such defenses, in any action arising from or relating to the Covered Conduct or the Alleged Harms, nothing in this Agreement either approves, disapproves, or disallows the Released Entities from asserting as a defense or otherwise arguing that the Remediation Payments required herein serve as partial or full relief for personal injuries or for other legal or equitable claims or demands asserted by private individuals or others.
- I. *Dismissal of Actions.* The State and Participating Local Governments with Actions pending before the Court as of the Effective Date shall have their Claims against CVS and any other Released Entities dismissed as part of the Consent Judgment to be entered pursuant to Section III.E above. Participating Local Governments with Actions pending in other courts as of the Effective Date shall dismiss (or if necessary move to dismiss) their Actions as to CVS and any other Released Entities within seven (7) business days of the Effective Date. All dismissals required by this Agreement shall be with prejudice and with each Party to bear its own costs.

## **VIII. PARTICIPATION BY LOCAL GOVERNMENTS**

- A. *Requirements for Becoming a Participating Local Government: Litigating or Later Litigating Local Governments.* A Litigating Local Government or Later Litigating Local Government may become a Participating Local Government prior to the Participation Date either by (1) executing an Election and Release Form (Exhibit D); or (2) having its claims extinguished by operation of law or released by the State's Office of the Attorney General.
- B. *Notice.* As soon as practicable after the announcement of the Agreement, Plaintiff shall send notice to all Local Governments in the State eligible to participate in the settlement and the requirements for participation. Such notice may include publication, email, and other standard forms of notification.
- C. *Requirements for Becoming a Participating Local Government: Non-Litigating Local Governments.* A Non-Litigating Local Government may become a Participating Local Government prior to the Participation Date either (1) by executing an Election and Release Form (Exhibit D) specifying (a) that the Local Government agrees to the terms of this Agreement pertaining to Participating Local Governments, (b) that the Local Government releases all Released Claims against all Released Entities, and (c) that the Local Government submits to the jurisdiction of the Court for purposes limited to the Court's role under the Agreement, or (2) by

having their claims extinguished by operation of law or released by the State's Office of the Attorney General.

- D. *Representation With Respect to Local Government Participation.* The State represents and warrants that it has a good faith belief that (a) all Litigating Local Governments, (b) all Counties, and (c) all Non-Litigating Local Governments that are Class I or II Local Governments, will become Participating Local Governments. The State acknowledges the materiality of the foregoing representation and warranty. Further, the State will use its best efforts to secure participation by all Local Governments within the State, including all Litigating Local Governments and all Non-Litigating Local Governments. To the extent any Local Governments do not become Participating Local Governments, the West Virginia Attorney General shall take all appropriate steps to resolve any remaining Claims by such Local Governments against CVS, which may include seeking the enactment of a legislative Bar or pursuit of a Settlement Class Resolution.
- E. *Representation With Respect to State Abatement Claims.* The State represents and warrants that the Remediation Amount being paid in this Agreement for Alleged Harms shall be used to fund opioid abatement and treatment activities throughout the State, and that the Settlement is intended to release any and all Claims for abatement within the State. The State acknowledges the materiality of the foregoing representation and warranty.
- F. *Representation With Respect to Claims by Later Litigating Local Governments.* The State represents and warrants that, if any Later Litigating Local Government brings any Released Claim(s) against any Released Entity after the Execution Date, the State will take appropriate steps to cease the litigation as soon as reasonably possible. Depending on facts and circumstances, such steps may include intervening in the Action to move to dismiss or otherwise terminate the Later Litigating Local Government's Claims as to the Released Entities in the Action, commencing a declaratory judgment or other action that establishes a Bar to the Later Litigating Local Government's Claims as to the Released Entities, or other means.
- G. Non-Participating Local Governments shall be ineligible to receive any portion of the Settlement Sum.
- H. Concurrently with Plaintiff's submission of the Consent Judgment per Section III.E above, the Parties will jointly ask the Court to enter the Case Management Order annexed hereto as Exhibit G, which is applicable only to Non-Participating Local Governments and Later Litigating Local Governments.

**IX. ATTORNEY FEES, COSTS AND EXPENSES; DISBURSEMENT OF LITIGATION COST AMOUNT**

- A. Counsel for any Participating Local Government may submit applications to the Common Benefit Fund Commissioner seeking an allocation from the Litigation

Cost Amount for reasonable attorney fees, costs and/or expenses, if any, including MDL Participation Fees, incurred by it prior to the Execution Date in connection with the Actions against CVS. The State may submit applications to the Common Benefit Fund Commissioner or may otherwise petition the Court for an award of reasonable attorney fees, costs and/or expenses to be paid from the Litigation Cost Amount.

- B. The Parties recognize that the goal of this Agreement is one hundred percent (100%) participation by Local Governments. In determining the allocation among Counsel of the Common Benefit Fund, the Common Benefit Fund Commissioner shall consider such factors as whether the Counsel and his or her clients have contributed to increasing (or reducing) the payments awarded to the State through participation and whether the Counsel represents any Non-Participating Local Governments and/or any Later Litigating Local Governments. It is the Parties' expectation and intent that no portion of the Litigation Cost Amount will be distributed to Counsel for attorney fees, costs and/or expenses incurred in connection with the representation of any Non-Participating Local Government and/or any Later Litigating Local Governments, and the State agrees that it will not take any positions to the contrary before the Court, except to the extent it is part of the consideration of Common Benefit fees or cost.
- C. The Common Benefit Fund Commissioner shall recommend, subject to the Court's review upon request, an allocation of the Litigation Cost Amount among the various Counsel who submitted applications in accordance with Section IX.A. Such allocations shall be subject to the limitations and conditions set forth in this Agreement, the provisions of the West Virginia First Memorandum of Understanding, West Virginia law, and the Orders of the Court. Any objections to the Common Benefit Fund Commissioner's recommended allocation shall be resolved by the Court.
- D. Notwithstanding provisions herein, an attorney may include any work done or time spent on the implementation of, or in furtherance of completion of, this Settlement Agreement prior to or after the Effective Date in a fee request or application. In the event the total amount of fees, costs, and expenses awarded pursuant to this Section IX is less than the Litigation Cost Amount, the remainder shall be added to the Remediation Amount and distributed as provided in this Agreement and the West Virginia First Memorandum of Understanding.
- E. For the avoidance of doubt, nothing in this Section IX shall require any payment by CVS beyond the Settlement Sum, nor shall CVS have any responsibility or authority regarding the allocation of the Litigation Cost Amount, except that the Common Benefit Fund Commissioner and/or the Court may receive information from CVS as to (1) the identity of Participating, Non-Participating, Litigating, Later Litigating, and Non-Litigating Local Governments, and (2) such other information as CVS may voluntarily elect to provide.

- F. The Litigation Cost Amount is intended to compensate Counsel for the State and Participating Local Governments for reasonable attorney fees, costs and/or expenses, if any, including MDL Participation Fees paid on behalf of Participating Local Governments, incurred by them prior to the Execution Date in connection with the Actions against CVS, whether those Actions were filed in state or federal court.
- G. No portion of the Litigation Cost Amount may be allocated on the basis of attorney fees, costs, or expenses incurred (1) after the Execution Date, (2) in connection with the representation of Non-Participating Local Governments, or non-governmental persons or entities, or (3) in connection with Claims against persons or entities other than the Released Entities.
- H. To be eligible for any award from the Litigation Cost Amount, Counsel must certify each of the following in an application submitted pursuant to this Section IX:
1. The fees, costs, and/or expenses sought are for work performed or costs or expenses incurred by such Counsel before the Execution Date in connection with representing the State and/or one or more Participating Local Government(s) in connection with Claims against CVS concerning the Covered Conduct.
  2. No portion of the fees, costs, or expenses sought is for work performed or costs or expenses incurred in connection with representing a Non-Participating Local Government.
  3. Counsel will accept the allocation awarded by the Court and will not seek the payment of fees, costs, or expenses from any Participating Local Government in connection with this Settlement or the Released Claims.
  4. Counsel will not assert, and instead expressly waives, any right to collect a contingency fee from any Participating Local Government related to the payments made by CVS.
  5. Counsel has notified each West Virginia Local Government represented by such Counsel of the amount(s) sought in the application.
  6. Counsel has no present intent to represent or participate in the representation of any Later Litigating Local Government or any Releasor with respect to Released Claims against Released Entities.
  7. Counsel will not charge or accept any referral fees for any Released Claims brought against Released Entities.
  8. Counsel will not engage in any advertising or solicitation related to Released Claims against Released Entities.

9. Counsel does not have a Claim for fees, costs or expenses related to a Later Litigating Local Government, except any Common Benefit Fee as allowed by Court Order.
  10. Counsel believes the Settlement Agreement to be fair and has made and will make best efforts to recommend that each of his or her Local Government clients become Participating Local Governments.
  11. Counsel submits to the jurisdiction of the Court for purposes of the application, knowingly and expressly agrees to be bound by the determination of the Court with respect to allocation of the Litigation Cost Amount, and waives the ability to appeal that determination.
- I. If it is later determined that any certification made in support of an application pursuant to this Section IX is false, Counsel that submitted the application shall promptly repay to the Qualified Settlement Fund all amounts previously paid to that Counsel from the Litigation Cost Amount. Any such forfeited amount shall be added to the Remediation Amount and distributed as provided in this Agreement and the West Virginia First Memorandum of Understanding.

**X. ENFORCEMENT AND DISPUTE RESOLUTION**

- A. This Agreement shall only be enforceable by CVS and the State.
- B. If either the State or CVS believes the other is not in compliance with any term of this Agreement, then that Party shall (1) provide written notice to the other Party specifying the reason(s) why it believes the other is not in compliance with the Agreement; and (2) allow the other Party at least thirty (30) days to attempt to cure such alleged non-compliance (the "*Cure Period*"). In the event the alleged non-compliance is cured within the Cure Period, the other Party shall not have any liability for such alleged non-compliance. In the event of a dispute regarding whether a Party has cured its non-compliance within the Cure Period, CVS and the State shall meet and confer within thirty (30) days after the conclusion of the Cure Period to attempt to resolve the dispute. If the dispute is not resolved, the Parties may bring an action to enforce the terms of the Agreement in Court. The Parties consent to the jurisdiction of the Court for the limited purpose of resolution of disputes identified in this Section X.

**XI. MISCELLANEOUS**

- A. *No Admission of Liability.* The Parties intend the Settlement as described herein to be a final and complete resolution of all disputes between CVS and Plaintiff and between the Released Entities and all Releasers. CVS is entering into this Settlement Agreement solely for the purposes of settlement and to resolve the West Virginia AG Action, all Actions and Released Claims and thereby avoid significant expense, inconvenience and uncertainty. CVS denies the allegations in the West Virginia AG Action and the other Actions and denies any civil or criminal liability in the West Virginia AG Action and the other Actions. Nothing contained herein

may be taken as or deemed to be an admission or concession by CVS of: (1) any violation of any law, regulation, or ordinance; (2) any fault, liability, or wrongdoing; (3) the strength or weakness of any Claim or defense or allegation made in the West Virginia AG Action, in any other Action, or in any other past, present or future proceeding relating to any Covered Conduct; (4) the legal viability of the claims and theories in the Actions, including but not limited to the legal viability of the relief sought; or (5) any other matter of fact or law. Nothing in this Settlement Agreement shall be construed or used to prohibit any Released Entity from engaging in the conduct of its business relating to any Product in accordance with applicable laws and regulations.

- B. *Services.* For a period of twelve months from the Effective Date, CVS agrees to the following: (i) to maintain a patient-specific standing order covering each of its retail pharmacies in the State of West Virginia allowing for the dispensing of naloxone or other overdose reversal medications to the fullest extent allowable under West Virginia law; (ii) to make available or display information to all patients receiving a designated opioid in a CVS retail pharmacy in the State of West Virginia about the need to dispose, and proper disposal, of unneeded controlled substances and the availability of disposal boxes, pouches or containers at CVS or other products commercially manufactured to allow for the safe disposal of controlled substances and medications at home; and (iii) to provide a naloxone training to the pharmacists at CVS retail pharmacies in the State of West Virginia; and (iv) to assist the State in piloting its HALO program by making available in CVS retail pharmacies in either Cabell or Kanawha County, West Virginia, the telephone number for the HALO Program (1-844-HELP4WV).”
- C. *Use of Agreement as Evidence.* Neither this Agreement nor any act performed or document executed pursuant to or in furtherance of this Agreement: (1) is or may be deemed to be or may be used as an admission or evidence relating to any matter of fact or law alleged in the West Virginia AG Action or the other Actions, the strength or weakness of any Claim or defense or allegation made in those cases, or any wrongdoing, fault, or liability of any Released Entities; or (2) is or may be deemed to be or may be used as an admission or evidence relating to any liability, fault or omission of Released Entities in any civil, criminal or administrative proceeding in any court, administrative agency or other tribunal. Neither this Agreement nor any act performed or document executed pursuant to or in furtherance of this Agreement shall be admissible in any proceeding for any purpose, except to enforce the terms of the Agreement, and except that Released Entities may file or use this Agreement in any action or proceeding (1) involving a determination regarding insurance coverage, (2) involving a determination of the taxable income or tax liability of any Released Entities; (3) to support a defense or counterclaim based on principles of *res judicata*, collateral estoppel, release, good-faith settlement, judgment bar or reduction, or on any other theory of claim preclusion or issue preclusion or similar defense or counterclaim; (4) to support a claim for contribution and/or indemnification; or (5) to support any other argument or defense by a Released Entity that the Settlement Agreement provides full or partial compensation for asserted harms or otherwise satisfies the relief sought.

- D. *Use of Evidence at Trial.* The State agrees that none of the Released Entities will be a defendant in any trial of any Claims brought by any Releasors within *In re: Opioid Litigation*, Civil Action No. 21-C-9000 (W. Va. Cir. Ct. Kanawha County), and that any evidence that references Released Entities or Products will be used solely against other defendants in such a trial.
- E. *Voluntary Settlement.* This Settlement Agreement was negotiated in good faith and at arm's-length over several months, and the exchange of the Remediation Amount and Litigation Cost Amount for the releases set forth herein is agreed to represent appropriate and fair consideration.
- F. *Taxes.* Each of the Parties acknowledges, agrees, and understands that it is its intention that, for purposes of Section 162(f) of the Internal Revenue Code, the Remediation Amount paid by CVS constitutes restitution for damage or harm allegedly caused by the potential violation of a law. The Parties acknowledge, agree and understand that only the Litigation Cost Amount represents reimbursement to the State, any Participating Local Government or other person or entity for the costs of any investigation or litigation; that no portion of the Remediation Amount represents reimbursement to the State, any Participating Local Government or any other person or entity for the costs of any investigation or litigation; and that no portion of the Remediation Amount or the Litigation Cost Amount represents or should properly be characterized as the payment of fines, penalties, or other punitive assessments. The State and Participating Local Governments acknowledge, agree and understand that CVS intends to allocate the cost of the Remediation Amount among the Released Entities using a reasonable basis. The State shall complete and file, on behalf of the State and every Participating Local Government, a Form 1098-F with the Internal Revenue Service on or before February 28 (March 31 if filed electronically) of each year following a calendar year in which CVS makes an Initial Payment or a Subsequent Payment. On the Form 1098-F, the State shall identify the Remediation Amount, as agreed to by the Parties or as determined by the Court, as restitution/remediation amounts and shall furnish Copy B of such Form 1098-F to CVS by January 31 of each year following a calendar year in which CVS makes an Initial Payment or a Subsequent Payment. Alternatively, if reasonably requested by CVS for any year in which the Initial Payment or a Subsequent Payment is made, the State and every Participating Local Government shall complete and file Form 1098-F with the Internal Revenue Service, identifying the Remediation Amount as remediation/restitution amounts, and shall furnish Copy B of such Form 1098-F to CVS. CVS makes no warranty or representation to the State or any Participating Local Government as to the tax consequences of the Remediation Amount or the Litigation Cost Amount or any portion thereof.
- G. *Federal, State and Local Laws Prevail.* Nothing in this Agreement shall be construed to authorize or require any action by CVS in violation of applicable federal, state, or other laws.

- H. *No Third-Party Beneficiaries.* Except as to Released Entities, nothing in this Settlement Agreement is intended to or shall confer upon any third party any legal or equitable right, benefit or remedy of any nature whatsoever.
- I. *Binding Agreement.* This Agreement shall be binding upon, and inure to the benefit of, the successors and assigns of the Parties hereto and to the Released Entities.
- J. *Choice of Law.* Any dispute arising from or in connection with this Settlement Agreement shall be governed by West Virginia law without regard to its choice-of-law provisions.
- K. *No Conflict Intended.* The headings used in this Agreement are intended for the convenience of the reader only and shall not affect the meaning or interpretation of this Agreement. The definitions contained in this Agreement or any Exhibit hereto are applicable to the singular as well as the plural forms of such terms.
- L. *No Party Deemed to be the Drafter.* None of the Parties hereto shall be deemed to be the drafter of this Agreement or any provision hereof 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 hereof.
- M. *Modification.* This Agreement may only be modified by a written agreement of the Parties or, in the case of the Consent Judgment, by court proceedings resulting in a modified judgment of the Court. For purposes of modifying this Agreement or the Consent Judgment, CVS may contact the West Virginia Attorney General for purposes of coordinating this process. Modifications must be in writing to be enforceable.
- N. *Waiver.* Any failure by any Party to this Agreement to insist upon the strict performance by any other Party of any of the provisions of this Agreement shall not be deemed a waiver of any of the provisions of this Agreement, and such Party, notwithstanding such failure, shall have the right thereafter to insist upon the specific performance of any and all of the provisions of this Agreement.
- O. *Entire Agreement.* This Agreement represents the full and complete terms of the settlement entered into by the Parties hereto. In any action undertaken by the Parties, no prior versions of this Agreement and no prior versions of any of its terms may be introduced for any purpose whatsoever.
- P. *Counterparts.* This Agreement may be executed in counterparts, and a facsimile or pdf signature shall be deemed to be, and shall have the same force and effect as, an original signature.
- Q. *Severability.* In the event any one or more immaterial provisions of this Settlement Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Settlement Agreement. Material provisions are those in Sections III, V, VII, and VIII of this Agreement.



- R. *Notice.* All notices under this Agreement shall be provided to the following via email and Overnight Mail:

CVS:

Elizabeth Ferguson  
Senior Vice President and Deputy General Counsel  
CVS Health Corporation  
One CVS Drive  
Woonsocket, RI 02895  
betsy.ferguson@cvshealth.com

Copy to CVS's attorneys:

Eric R. Delinsky  
Zuckerman Spaeder LLP  
1800 M Street, NW, Suite 1000  
Washington, DC 20036  
edelinsky@zuckerman.com

For the State:

Vaughn T. Sizemore  
Deputy Attorney General  
Office of the Attorney General  
P.O. Box 1789  
Charleston, WV 25326  
vaughn.t.sizemore@wvago.gov

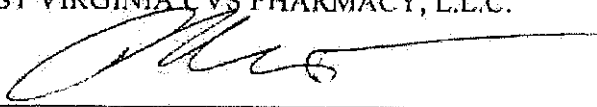
Abby G. Cunningham  
Assistant Attorney General  
Office of the Attorney General  
P.O. Box 1789  
Charleston, WV 25326  
abby.g.cunningham@wvago.gov

**\*\*\*SIGNATURE PAGE FOLLOWS\*\*\***

**APPROVED:**

Date: 9/20/22

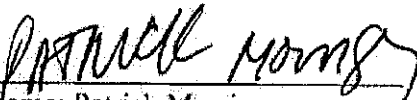
CVS PHARMACY, INC.  
CVS INDIANA, L.L.C.  
CVS RX SERVICES, INC.  
CVS TN DISTRIBUTION, L.L.C.  
WEST VIRGINIA CVS PHARMACY, L.L.C.

By: 

Name: Thomas S. Moffatt  
Title: Vice President, Secretary, and Senior Counsel

Date: 9/20/22

THE STATE OF WEST VIRGINIA

By: 

Name: Patrick Morrissey  
Title: Attorney General

**EXHIBIT A**

**Alleged Harms**

The following expert reports that were filed in connection with the case captioned *In re Opioid Litigation*, Civil Action No. 21-C-9000 (W. Va. Cir. Ct. Kanawha County), provide non-exclusive examples of Alleged Harms:

1. Expert report of Dr. G. Caleb Alexander dated December 9, 2021.
2. Expert report of Dr. R. Corey Waller dated June 3, 2022.
3. Expert Report of David T. Courtwright, Ph.D. dated June 6, 2022.
4. Expert report of Professor David Cutler dated June 6, 2022.
5. Expert report of Dr. Rahul Gupta dated June 6, 2022 (“State’s Adoption of the August 25, 2021 Disclosure and Report of Dr. Rahul Gupta”).
6. Expert report of Dr. Katherine Keyes dated June 6, 2022 (“State’s Adoption of the December 10, 2021 Report of Katherine Keyes, PhD”).
7. Expert Report of Gordon Smith, MB, ChB (MD equivalent), MPH dated June 6, 2022.

**EXHIBIT B**

**LIST OF LITIGATING LOCAL GOVERNMENTS AS OF THE  
EXECUTION DATE**

*List is subject to amendment in the event it proves to be incomplete and other entities that satisfy the definition for "Litigating Local Governments" are subsequently identified.*

Addison a/k/a Webster Springs  
Barbour County  
Barboursville  
Beckley  
Belington  
Berkeley County  
Brooke County  
Buckhannon  
Cabell County  
Calhoun County  
Ceredo  
Chapmanville  
Charles Town  
Charleston  
Charleston  
Clarksburg  
Clay County  
Clendenin  
County Commission of Mineral County  
County Commission of Monroe County  
Delbarton  
Doddridge County  
Dunbar  
Eleanor  
Elizabeth  
Fairmont  
Fayette County  
Fort Gay  
Gauley Bridge  
Gilbert  
Glennville  
Grafton  
Granville  
Greenbrier County  
Hamlin  
Hancock County

**CVS/WEST VIRGINIA STATE-WIDE OPIOID SETTLEMENT AGREEMENT**

**EXHIBIT LIST**

Alleged Harms ..... Exhibit A

List of Litigating Local Governments as of the Execution Date ..... Exhibit B

List of West Virginia Counties, Cities, Towns and Villages..... Exhibit C

West Virginia Local Government Election and Release Form ..... Exhibit D

West Virginia First Memorandum of Understanding .....Exhibit E

Consent Judgment .....Exhibit F

Case Management Order..... Exhibit G

Payment Schedule for Subsequent Payments..... Exhibit H

To review documents go to: <https://wvago.sharefile.com/d-s49828cc6648d4f028fbd4ff3cf87ca3>

PATRICK MORRISEY  
ATTORNEY GENERAL

PHYSICAL ADDRESS:  
1900 Kanawha Blvd., East  
State Capitol Complex  
Building 6, Suite 401  
Charleston, WV 25305

MAILING ADDRESS:  
P.O. Box 1789  
Charleston, WV 25326-1789

E-Mail: [consumer@wvago.gov](mailto:consumer@wvago.gov)  
<http://www.wvago.gov>



STATE OF WEST VIRGINIA  
OFFICE OF THE ATTORNEY GENERAL

Consumer Protection  
and Antitrust Division  
(304) 558-8986  
Consumer Hotline  
1-800-368-8808  
Preneed Funeral Services  
(304) 558-8986  
Senior Protection Hotline  
(304) 558-1155  
Facsimile (304) 558-0184

RE: Teva Pharmaceutical Industries Ltd. Settlement

Dear Mayor/County Commissioner:

Recently, your community elected to participate in the West Virginia First Memorandum of Understanding ("MOU"), announced earlier this year, which sets out how settlement and judgment dollars from opioid supply chain participants will be allocated among the State and its communities. With your help, West Virginia is now poised to make a meaningful impact on abating the opioid epidemic through a combination of direct payments to local communities, the State, and a non-profit, non-stock foundation created to fund statewide opioid abatement under the MOU. I am grateful for your community's decision to support the MOU.

My office recently announced a statewide settlement with Teva Pharmaceutical Industries Ltd., an opioid manufacturer ("Teva Settlement"). Under the terms of the settlement, Teva will pay the State \$83.3 million dollars and provide naloxone hydrochloride nasal spray (4 mg) to the State for a period of 10 years, valued at \$27 million dollars. The Teva Settlement is a major milestone for West Virginia and will provide much-needed abatement dollars to communities throughout the state. We now ask for your assistance in finalizing this settlement through execution of an election and release form.

Under the settlement, participating local governments who execute an election and release form are eligible for direct payments from the amount set aside for remediation. For the Teva Settlement, 72.5% goes to the West Virginia First Abatement Fund and a minimum of 24.5% goes to local governments.


Attached you will find a copy of the executed Teva Settlement Agreement with a list of exhibits and a West Virginia Local Government Election and Release form. Copies of the exhibits to the Teva Settlement Agreement are not enclosed, but may be downloaded at the following sharefile link: <https://wvago.sharefile.com/d-s9ad346e24f2648a39b573a8c6af98eb5>. Should you have difficulty accessing the documents via the sharelink, please contact our office and we will forward copies by regular mail.

In order to ensure that your community receives the maximum benefit under the Teva Settlement, please **have your council/commission vote on the Teva settlement terms and, if your community supports this agreement, return the executed West Virginia Local Government Election and Release Form to my office no later than October 29, 2022** using the following address:

Via mail or email to:

Attn: Paula Price  
Office of the West Virginia Attorney General  
P.O. Box 1789  
Charleston, WV 25326  
[Paula.J.Price@wvago.gov](mailto:Paula.J.Price@wvago.gov)

If you have questions, please contact Ann Haight or Abby Cunningham at our Consumer Protection Division, 304-558-8986.

Sincerely,  
  
Patrick Morrissey  
Attorney General

**West Virginia Local Government Election and Release Form**

Local Government:
Authorized Official:
Address 1:
Address 2:
City, State, Zip:
Phone:
Email:

The Local Government identified above, in order to obtain and in consideration for the benefits provided to the Local Government pursuant to the Teva West Virginia State-Wide Opioid Settlement ("Teva Agreement"), and acting through the undersigned authorized official, hereby elects to participate in the Teva Agreement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Local Government is aware of and has reviewed the Teva Agreement, understands that all terms in this Participation Form have the meanings defined therein, and agrees that by signing this Participation Form, the Local Government elects to participate in the Teva Agreement and become a Participating Local Government as provided therein.
2. The Local Government shall, within 7 days of the execution of this Participation Form, secure the dismissal with prejudice of any Released Claims that it has filed.
3. The Local Government agrees to the terms of the Teva Agreement pertaining to Local Governments as defined therein.
4. By agreeing to the terms of the Teva Agreement and becoming a Releasor, the Local Government is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the effective date.
5. The Local Government agrees to use any monies it receives through the Teva Agreement solely for the purposes provided therein.
6. The Local Government submits to the jurisdiction of the panel overseeing the mass litigation proceeding captioned *In re: Opioid Litigation*, Civil Action No. 19-C-9000, in the Circuit Court of Kanawha County, West Virginia, for resolving disputes to the extent provided in the Teva Agreement.
7. The Local Government has the right to enforce the Teva Agreement as provided therein.
8. The Local Government, as a Participating Local Government, hereby becomes a Releasor for all purposes in the Teva Agreement, and along with all departments, school districts, 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 Local Government hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Teva 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 the Local Government to release claims. The Teva Agreement shall be a complete bar to any Released Claim.

9. The Local Government hereby takes on all rights and obligations of a Participating Local Government as set forth in the Teva Agreement.
10. In connection with the releases provided for in the Teva Agreement, each Local Government expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of the State or principle of common law which would exclude from the scope of the Released Claims any Claims that a Releasor does not know or suspect to exist in the Releasor's favor as of the Effective Date that, if known by the Releasor, would have materially affected the State's or any Participating Local Government's decision to provide the general release contemplated by this Section VII.C. A Releasor may thereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but the State (for itself and its Releasors) and each Participating Local Government (for itself and its Releasors) expressly waive and fully, finally, and forever settle, release and discharge, 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 State's decision to enter into the Agreement or the Participating Local Governments' decision to participate in the Agreement.
11. Nothing herein is intended to modify in any way the terms of the Teva Agreement, to which Local Government hereby agrees. To the extent this Participation Form is interpreted differently from the Teva Agreement in any respect, the Teva Agreement controls.
12. This Participation Form is conditioned on the Local Government identified above entering into the *West Virginia First Memorandum of Understanding*, which governs the allocation of the opioid settlement funds made under the Teva Agreement. The *West Virginia First Memorandum of Understanding* is specific to and only pertains to the Teva Agreement. The effective date of this Participation Form shall be the date on which the State and the Local Government identified above enter into a *West Virginia First Memorandum of Understanding*. In the event that the State does not enter into a *West Virginia First Memorandum of Understanding* with the Local Government identified above, this Participation Form shall be null and void and shall confer no rights or obligations on the State, the Released Entities, or the Local Government.



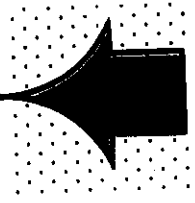
I have all necessary power and authorization to execute this Participation Form on behalf of the Local Government.

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



# TEVA/WEST VIRGINIA STATE-WIDE OPIOID SETTLEMENT AGREEMENT

## I. OVERVIEW

This Agreement sets forth the terms and conditions of a West Virginia State-wide Opioid Settlement including entry of a Consent Judgment (hereinafter, "Consent Judgment") between and among the State (defined herein) and Teva (defined herein) (collectively, "the Parties") to resolve Claims, defined herein, against Teva;

This Agreement and the associated Consent Judgment resolve the litigation as to Teva in *State of West Virginia ex rel. Patrick Morrissey, Attorney General v. Teva Pharmaceutical Industries, Ltd., et al.*, Civil Action No. 19-C-104 BNE (W. Va. Cir. Ct. Boone County) (the "West Virginia AG Action"), pending within *In re: Opioid Litigation*, Civil Action No. 21-C-9000 MFR (W. Va. Cir. Ct. Kanawha County), and Actions brought by Participating Local Governments.

## II. DEFINITIONS

- A. "Actions" means the West Virginia AG Action and any lawsuit by a Local Government asserting any Released Claim against one or more Released Entities.
- B. "Agreement" and "Settlement Agreement" mean this settlement agreement together with the Exhibits thereto.
- C. "Bar" means (1) a ruling by the highest court of the State setting forth the general principle that no Local Governments in the State may maintain Released Claims against Released Entities, whether on the ground of the Agreement (or the release in it) or otherwise; (2) a law barring Local Governments in the State from maintaining or asserting Released Claims against Released Entities (either through a direct bar or through a grant of authority to release claims and that authority is exercised in full); or (3) a Settlement Class Resolution in the State with full force and effect. For the avoidance of doubt, a law or ruling that is conditioned or predicated upon payment by a Released Entity (apart from payment of the Settlement Amount) shall not constitute a Bar. A Bar shall constitute 100% Local Government Participation.
- D. "Case-Specific Resolution" means either (1) a law barring specified Local Governments from maintaining Released Claims against Released Entities (either through a direct bar or through a grant of authority to release claims and that authority is exercised in full); or (2) a ruling by a court of competent jurisdiction over a particular Local Government that has the legal effect of barring the Local Government from maintaining any Released Claims at issue against Released Entities, whether on the ground of the Agreement (or the release in it) or otherwise; or (3) a release consistent with Section VII below. For the avoidance of doubt, a law, ruling, or release that is conditioned or predicated upon a post-Effective Date

payment by a Released Entity (apart from payment of the Settlement Amount) shall not constitute a Case-Specific Resolution.

- E. “*Claim*” means any past, present, or future cause of action, claim for relief, cross-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, 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.
- F. “*Claim-Over*” means a Claim asserted by any entity that is not a Releasor against a Released Entity on the basis of contribution, indemnity, or other claim-over on any theory relating to Claims arising out of or related to Covered Conduct.
- G. “*Class I Local Government*” means a Local Government that is a Class I city as that term is defined in W. Va. Code § 8-1-3(1).
- H. “*Class II Local Government*” means a Local Government that is a Class II city as that term is defined in W. Va. Code § 8-1-3(2).
- I. “*Class III Local Government*” means a Local Government that is a Class III city as that term is defined in W. Va. Code § 8-1-3(3).
- J. “*Class IV Local Government*” means a Local Government that is a Class IV town or village as that term is defined in W. Va. Code § 8-1-3(4).
- K. “*Common Benefit Fund Commissioner*” means the Honorable Christopher C. Wilkes, acting with the authority granted to him pursuant to the Court’s Order Authorizing Common Benefit Fund and Appointing Common Benefit Fund Commissioner, dated October 4, 2021 (Transaction ID 66985632), and the Court’s Order Establishing Common Benefit Fund, dated November 4, 2021 (Transaction ID 67071292).

- L. “*Consent Judgment*” means a consent decree, order, judgment, or similar action; in connection with this Agreement, the Parties have agreed to the entry of the Consent Judgment attached hereto as Exhibit G, which provides for, among other things, the release set forth below, the Court’s approval of the Litigation Cost Amount, the dismissal with prejudice of any Released Claims that the State has brought against Released Entities, and the dismissal with prejudice of all other Actions pending before the Court, on the terms and conditions specified herein.
- M. “*Counsel*” means a solo practitioner, multi-attorney law firm, or other legal representative of the State or a Local Government.
- N. “*Court*” means the panel overseeing the mass litigation proceeding captioned *In re Opioid Litigation*, Civil Action No. 19-C-9000 (W. Va. Cir. Ct. Kanawha County).
- O. “*Covered Conduct*” means 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 Effective 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) arising from or relating in any way to (a) the availability, 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; (b) the characteristics, properties, risks, or benefits of any Product; (c) the reporting, disclosure, non-reporting, or non-disclosure to federal, state, or other regulators of orders for any Product placed with any Released Entity; (d) the selective breeding, harvesting, extracting, purifying, exporting, importing, applying for quota for, procuring quota for, handling, promoting, manufacturing, processing, packaging, supplying, distributing, converting, or selling of, or otherwise engaging in any activity relating to, precursor or component Products, including but not limited to natural, synthetic, semi-synthetic, or chemical raw materials, starting materials, finished active pharmaceutical ingredients, drug substances, or any related intermediate Products; or (e) diversion control programs or suspicious order monitoring related to any Product.
- P. “*Effective Date*” means the date on which this Agreement is executed by the State and Teva.

- Q. “*Finality*” means:
1. the Agreement and the Consent Judgment have been approved and entered by the Court as to Teva, including the release of all Released Claims against Released Entities as provided in this Agreement; and
  2. (a) the time for appeal or to seek review of or permission to appeal from such approval and entry has expired; or (b) in the event of an appeal, the appeal has been dismissed or denied, or the approval and entry described above have been affirmed in all material respects (to the extent challenged in the appeal) by the court of last resort to which such appeal has been taken and such dismissal or affirmance has become no longer subject to further appeal (including, without limitation, review by the United States Supreme Court).
- R. “*Initial Participation Date*” means the date by which Local Governments must join to become initial Participating Local Governments. The Initial Participation Date shall be June 14, 2023. The Parties may alter the Initial Participation Date by mutual written agreement.
- S. “*Later Litigating Local Government*” means a Local Government (or Local Government official asserting the right of or for the Local Government to recover for alleged harms to the Local Government and/or the people thereof) that is not a Litigating Local Government as of the Effective Date and that files a lawsuit bringing a Released Claim against a Released Entity, or that adds such a claim to a pre-existing lawsuit, after the Effective Date. It may also include a Litigating Local Government whose Claims were resolved by a judicial Bar or Case-Specific Resolution which is later revoked following the Effective Date, when such Litigating Local Government takes any affirmative step in its lawsuit other than seeking a stay or removal.
- T. “*Litigating Local Government*” means a Local Government (or Local Government official asserting the right of or for the Local Government to recover for alleged harms to the Local Government and/or the people thereof) that brought any Released Claims against one or more Released Entities on or before the Effective Date that were not separately resolved prior to that date. Exhibit B includes Litigating Local Governments identified by the Parties as of the Effective Date but is subject to amendment in the event it proves to be incomplete and other entities that satisfy the definition for “*Litigating Local Governments*” are subsequently identified.
- U. “*Litigation Cost Amount*” has the meaning specified in Section III.A below.

- V. "*Local Government*" means a formal and legally recognized sub-entity of the State that provides general governance for a defined area, including a county, city, town, village, or similar entity, as further described in W. Va. Code §§ 7-1-1 *et seq.*, and §§ 8-1-1 *et seq.* A list of counties, and lists of Class I, II, III and IV Local Governments, are attached as Exhibit C. Historic, non-functioning sub-entities of the State are not Local Governments, unless the entity has filed a lawsuit that includes a Released Claim against a Released Entity in a direct, *parens patriae*, or any other capacity.
- W. "*Non-Litigating Local Government*" means a Local Government that is neither a Litigating Local Government nor a Later Litigating Local Government.
- X. "*Non-Participating Local Government*" means a Local Government that is not a Participating Local Government.
- Y. "*Participating Local Government*" means a Local Government that signs the Election and Release Form annexed as Exhibit D and meets the requirements for becoming a Participating Local Government under subsection VIII.A or VIII.C.
- Z. "*Plaintiff*" means the State of West Virginia, acting by and through its Attorney General.
- AA. "*Product*" means any chemical substance, whether used for medicinal or non-medicinal purposes, and whether natural, synthetic, or semi-synthetic, or any finished pharmaceutical product made from or with such substance, that is an opioid or opiate, as well as any product containing any such substance. It also includes: 1) the following when used in combination with opioids or opiates: benzodiazepine, carisoprodol, zolpidem, or gabapentin; and 2) a combination of any stimulant or other chemical substance prescribed, sold, bought, or dispensed to be used together that includes opioids or opiates. For the avoidance of doubt, "*Product*" does not include benzodiazepine, carisoprodol, zolpidem, or gabapentin when not used in combination with opioids or opiates. "*Product*" includes but is not limited to any substance consisting of or containing buprenorphine, codeine, fentanyl, hydrocodone, hydromorphone, meperidine, methadone, morphine, naloxone, naltrexone, oxycodone, oxymorphone, pentazocine, propoxyphene, tapentadol, tramadol, opium, heroin, carfentanil, any variant of these substances, or any similar substance. "*Product*" also includes any natural, synthetic, semi-synthetic or chemical raw materials, starting materials, finished active pharmaceutical ingredients, drug substances, and any related intermediate products used or created in the manufacturing process for any of the substances described in the preceding sentence.
- BB. "*Qualified Settlement Fund*" means the West Virginia Qualified Settlement Fund contemplated by this Agreement, into which the Settlement Amount shall be paid

and which shall be established under the authority and jurisdiction of the Court in accordance with the requirements of 26 C.F.R. § 1.468B-1.

- CC. “*Qualified Settlement Fund Administrator*” means the Administrator appointed to administer the Qualified Settlement Fund under the authority and jurisdiction of the Court. The duties of the Qualified Settlement Fund Administrator shall be governed by this Agreement. The identity of the Qualified Settlement Fund Administrator and a detailed description of the Qualified Settlement Fund Administrator’s duties and responsibilities, including a detailed mechanism for paying the Qualified Settlement Fund Administrator’s fees and costs, will be set forth in a separate document to be prepared by the Parties and filed with the Court to establish the fund and be attached later to this Agreement.
- DD. “*Released Claims*” means any and all Claims raised or that could have been raised 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 Effective Date. “*Released Claims*” include any Claims that have been asserted against the Released Entities by the State or any of its Litigating Local Governments 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 the State, any of its Local Governments, or any Releasor (whether or not such State, Local Government, or Releasor has brought such action or proceeding). Released Claims also include all Claims asserted in any proceeding to be dismissed pursuant to the Agreement, whether or not such claims relate to Covered Conduct. The Parties intend that “*Released Claims*” be interpreted broadly. This Agreement does not release Claims by private individuals or private entities for damages for any alleged personal injuries arising out of their own use of any opioid product. It is the intent of the Parties that such Claims be treated in accordance with applicable law. For the avoidance of doubt, this Agreement does not release claims asserted in *State of Connecticut, et al. v. Aurobindo Pharma USA, Inc., et al.*, Civil Action No. 17-CV-3768 (E.D. Pa.) or *State of Connecticut, et al. v. Teva Pharmaceuticals USA, Inc., et al.*, Civil Action No. 19-CV-2407 (E.D. Pa.). Released Claims is also used herein to describe Claims brought by a Later Litigating Local Government or other non-party Local Government that would have been Released Claims if they had been brought by a Releasor against a Released Entity.
- EE. “*Released Entities*” means: (i) Teva; (ii) all of its respective past and present direct or indirect parents, subsidiaries, divisions, affiliates, joint ventures (but excluding joint venture partners), predecessors, successors, assigns and insurers (in their capacity as such); and (iii) the past and present officers, directors, members, shareholders (solely in their capacity as shareholders of the foregoing entities), partners, trustees, employees, agents, attorneys and insurers of each of the

foregoing entities and persons referenced in clauses (i) through (iii) above for actions or omissions that occurred during and related to their work for, or employment with, any of the foregoing entities with respect to the Released Claims. Released entities includes, but is not limited to, named defendants Teva Pharmaceuticals USA, Inc., Cephalon, Inc., Watson Laboratories, Inc., Warner Chilcott Company, LLC, Actavis Pharma, Inc. (f/k/a Watson Pharma, Inc.), Actavis South Atlantic LLC, Actavis Elizabeth LLC, Actavis Mid Atlantic LLC, Actavis Totowa LLC, Actavis LLC, Actavis Kadian LLC, Actavis Laboratories UT, Inc. (f/k/a Watson Laboratories, Inc.-Salt Lake City), Actavis Laboratories FL, Inc. (f/k/a Watson Laboratories, Inc.-Florida) and also includes Anda, Inc. and each of its current and former corporate parents, direct and indirect subsidiaries, predecessors, successors, affiliates, agents and current and former employees, officers and directors and any current or former related companies. A non-exclusive list of Teva's current subsidiaries, divisions, affiliates, and joint ventures released under clause (ii) is attached as Exhibit I. Exhibit I represents a good faith effort by Teva to list its current subsidiaries, divisions, affiliates, and joint ventures, but entities that fall within the scope of clause (ii) (including predecessor entities) of Teva are Released Entities, whether or not they are listed on Exhibit I.

- FF. "Releasors" means (1) the State; (2) each Participating Local Government; and (3) without limitation and to the maximum extent of the power of the State's Attorney General and/or each Participating Local Government to release Claims, (a) the State's and each Participating Local Government's departments, agencies, divisions, boards, commissions, instrumentalities of any kind and attorneys, including its Attorney General, and any person in their official capacity whether elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, (b) any public entities, public instrumentalities, public educational institutions, public service districts, unincorporated districts, water districts, law enforcement districts, emergency services districts, school districts, highway authorities, conservation districts, development authorities, reclamation districts, recreation districts, economic development authorities, housing authorities, sanitary districts, solid waste authorities, urban mass transportation authorities, and any other person or entity that performs services at the direction of the State and/or one or more Participating Local Governments and (c) any person or entity acting in a *parens patriae*, sovereign, quasi-sovereign, private attorney general, qui tam, taxpayer, or other capacity seeking relief on behalf of or generally applicable to the general public with respect to the State or Local Governments in the State, whether or not any of them participate in the 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 Local Government. In addition to being a Releasor as provided herein, a Participating Local Government shall also provide an Election and Release Form (in the form attached as Exhibit D to this Agreement) providing for a release to the fullest extent of the Participating Local Government's authority. The State's



Attorney General represents that he or she has or has obtained the authority set forth in Section VII.F.

- GG. “*Remediation Amount*” has the meaning specified in Section III.B.1.a below.
- HH. “*Settlement Amount*” means the aggregate total sum to be paid pursuant to this Agreement by or on behalf of Teva as specified in Section III.B below. Except as provided in Section X and Section XII.C below, Teva shall not be called upon to make any payments pursuant to this Agreement in addition to the amount set forth in Section III.B below.
- II. “*Settlement Class Resolution*” means a class action resolution in a court of competent jurisdiction in the State with respect to a class of Local Governments in the State that (1) conforms with the State’s statutes, case law, and/or rules of procedure regarding class actions; (2) is approved and entered as an order of a court of competent jurisdiction in the State and has achieved Finality; (3) is binding on all Non-Participating Local Governments in the State (other than opt outs as permitted under the next sentence); (4) provides that all such Non-Participating Local Governments may not bring Released Claims against Released Entities, whether on the ground of the Agreement (or the releases herein) or otherwise; and (5) does not impose any costs or obligations on Teva other than those provided for in the Agreement, or contain any provision inconsistent with any provision of the 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 Local Governments collectively representing 1% or more of the State’s population opt out. In seeking certification of any Settlement Class, the State and applicable Local Governments 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.
- JJ. “*Settlement Product*” means “Naloxone Hydrochloride Nasal Spray” (4 mg strength) that is listed in Teva’s then-current generics catalog, which can be viewed at [www.tevagenics.com](http://www.tevagenics.com), and is provided to the State as part of the settlement, at no cost as set forth in Section III.C and Exhibit A.
- KK. “*State*” means the State of West Virginia, including all of its executive departments, agencies, divisions, boards, commissions, instrumentalities and officers, including the Attorney General.
- LL. “*Teva*” means (i) Teva Pharmaceutical Industries Ltd.; (ii) all of its respective past and present direct or indirect parents, subsidiaries, divisions, affiliates, joint

ventures, predecessors, successors, assigns, and insurers (in their capacity as such); and (iii) all of the foregoing respective past and present officers, directors, members, shareholders (solely in their capacity as shareholders of the foregoing entities), partners, trustees, employees, agents, attorneys, and insurers of the foregoing entities and persons referenced in clauses (i) and (ii) above for actions or omissions that occurred during and related to their work for, or employment with, any of the foregoing entities with respect to the Released Claims.

### **III. CONSIDERATION TO BE PROVIDED BY TEVA**

- A. *Monetary Payment.* Teva shall not be required to pay the first annual payment set out below until this Agreement is fully executed and the Consent Judgment has been entered. On or before the Initial Participation Date, the State shall provide to Teva Election and Release Forms (in the form annexed as Exhibit D) demonstrating that (1) counties representing at least 96% of the State's population, (2) at least 96% of the population of Litigating Local Governments, and (3) at least 96% of the population of Non-Litigating Local Governments that are classified in the W. Va. Code 8-1-3 as Class I or Class II Local Governments have become Participating Local Governments. Teva shall not be required to pay the second annual payment or any subsequent payments unless and until the required Releases are obtained by the State and delivered to Teva and all Participating Local Governments have dismissed their respective cases against Teva and other Released Entities with prejudice, or the enactment of a statutory or other Bar against litigation.
- B. *Settlement Amount Payments.*
1. Teva shall make fifteen (15) annual payments to West Virginia for a total sum of \$83,331,000 (the "Settlement Amount"), consisting of:
    - a. \$75,404,450 (the "Remediation Amount") to be paid over a period of 15 years and allocated in accordance with subsection III.B.1.c below; and
    - b. \$7,926,550 (the "Litigation Cost Amount") to be disbursed as provided in Section IX below.
    - c. The Settlement Amount shall be paid into the Qualified Settlement Fund as follows, subject to the provisions of Section III.B.2:
      - (i) Within twenty-one (21) days after the later of (1) the date the Consent Judgment has been entered, or (2) the date the Qualified Settlement Fund has been established under the authority and jurisdiction of the Court and Teva has received from the West Virginia Attorney General a W-9 and wire

instructions for the Qualified Settlement Fund, Teva shall pay the sum of \$25,251,818;

- (ii) On or before June 15, 2023, Teva shall pay the sum of \$10,100,727;
- (iii) On or before June 15, 2024, Teva shall pay the sum of \$2,525,182;
- (iv) On or before June 15, 2025 Teva shall pay the sum of \$2,525,182
- (v) On or before June 15, 2026, Teva shall pay the sum of \$2,525,182;
- (vi) On or before June 15, 2027, Teva shall pay the sum of \$2,525,182;
- (vii) On or before June 15, 2028, Teva shall pay the sum of \$2,525,182;
- (viii) On or before June 15, 2029, Teva shall pay the sum of \$2,525,182;
- (ix) On or before June 15, 2030, Teva shall pay the sum of \$2,525,182;
- (x) On or before June 15, 2031, Teva shall pay the sum of \$2,525,182;
- (xi) On or before June 15, 2032, Teva shall pay the sum of \$2,525,182;
- (xii) On or before June 15, 2033, Teva shall pay the sum of \$2,525,182;
- (xiii) On or before June 15, 2034, Teva shall pay the sum of \$7,575,545;
- (xiv) On or before June 15, 2035, Teva shall pay the sum of \$7,575,545; and
- (xv) On or before June 15, 2036, Teva shall pay the sum of \$7,575,545.

2. The State will use its best efforts to secure participation by all Local Governments within West Virginia. If by the Initial Participation Date, the conditions of Section III.A have not been met, the annual payments that are due following this date shall be suspended, provided that:
  - a. Following a suspension of payments, West Virginia may receive the scheduled annual payment for a specific payment year or any subsequent payment years by meeting the conditions of Section III.A. The conditions of Section III.A must be met and the Election and Release Forms for Participating Local Governments must be provided within 90 days after a scheduled payment date for any specific payment year.

C. *Settlement Product.*

1. Teva shall provide Settlement Product to the State, for a period of ten (10) years at no cost to the State. Settlement Product shall be supplied by Teva USA to one facility per order to be designated by the State as more fully described in Exhibit A. The Parties agree that the total Wholesale Acquisition Cost ("WAC") value of the Settlement Product to be provided under this Agreement is \$27,000,000.
  - a. In response to changing public health needs, the State may request to adjust the amount of its Settlement Product ordered in a given year, in which case the Parties shall meet and confer to discuss in good faith reasonable efforts to adjust orders and accommodate the State's request.
2. If by the Initial Participation Date, the conditions of Section III.A have not been met, the maximum Settlement Product that the State may order through this agreement shall be reduced by a percentage point number commensurate with the percentage point difference between 100% and the population of Participating Local Governments as a percentage of the population of all Local Governments. Following a reduction in the maximum amount of Settlement Product the State may order, West Virginia may restore the amount of Settlement Product it may order for a specific year or any subsequent years by meeting the conditions of Section III.A and providing Teva the Election and Release Forms within 90 days after the scheduled order for any specific year.

- D. *Consent Judgment.* As soon as practicable following execution of the Agreement, the State shall file in the Court a proposed Consent Judgment substantially in the form of Exhibit G. The Consent Judgment shall include the injunctive terms set forth in Exhibit F and provide for the Court's approval of the Litigation Cost

Amount and the dismissal with prejudice, as to Teva and all other Released Parties, of the West Virginia AG Action and the Actions of Participating Local Governments pending before the Court. The Consent Judgment shall further provide that, notwithstanding the dismissal, the Court shall retain jurisdiction for purposes of enforcing compliance with the injunctive terms and determining the allocation of the Litigation Cost Amount as provided in Section IX. The Parties shall confer and agree as to the final form and time of filing of the Consent Judgment prior to its filing with the Court.

**IV. INTRA-STATE ALLOCATION AND DISBURSEMENT OF REMEDIATION AMOUNT**

- A. Within a reasonable time after entry of the Consent Judgment, subject to the limitations set forth in Section VIII.D below, the Qualified Settlement Fund Administrator shall allocate and distribute the Remediation Amount to the State and Participating Local Governments to abate the impact of any alleged Covered Conduct in the State as provided in this Agreement and the West Virginia First Memorandum of Understanding, attached as Exhibit E.
- B. Teva shall have no duty, liability, or influence of any kind with respect to the apportionment and use of the Remediation Amount. Plaintiff specifically represents, however, that any such apportionment and use shall be made in accordance with all applicable laws

**V. INJUNCTIVE RELIEF**

- A. The State and Teva agree to the injunctive relief as specified in Exhibit F.

**VI. CESSATION OF LITIGATION ACTIVITIES**

- A. In anticipation of finalizing this Agreement, a stay has been entered by the Court with respect to trial of the State's Claims against Teva in the West Virginia AG Action. It is the Parties' intent that this stay shall remain in place until the Effective Date, that any and all other litigation activities in the Actions relating to Claims against Teva shall immediately cease as of the Effective Date, and that Claims against Teva shall not be included in the trial of any Action against any other defendant.

**VII. RELEASE AND DISMISSAL**

- A. *Scope.* As of the Effective Date, the Released Entities shall be released and forever discharged from all of the Releasers' Released Claims. The State (for itself and its Releasers) and each Participating Local Government (for itself and its Releasers) absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist in bringing, or permit to be brought, filed, or claimed, or to

otherwise seek to establish liability for any Released Claims for Covered Conduct against any Released Entity in any forum whatsoever. The releases provided for in the 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 arising from or relating in any way to the Released Claims and extend to the full extent of the power of the State, its Attorney General, and each Releasor to release claims. The Release shall be a complete bar to any Released Claim.

B. *Claim Over and Non-Party Settlement.*

1. *Statement of Intent.* It is the intent of the Parties that:
  - a. 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), and each Releasor expressly waives its right to seek reallocation to Teva pursuant to W. Va. Code § 55-7-13C(d) of any amount that the Releasor is unable to collect from any other party held to be liable to the Releasor;
  - b. Claims by Releasors against non-Parties should not result in additional payments by Released Entities, whether through contribution, indemnification or any other means; and
  - c. It is expressly understood and agreed that the Parties have entered into this Agreement in good faith. In accordance with the Supreme Court of Appeals of West Virginia's decisions in *Board of Education of McDowell County v. Zando, Martin & Milstead, Inc.*, 182 W. Va. 597, 390 S.E.2d 796 (1990), and *Smith v. Monongahela Power Co.*, 189 W. Va. 237, 429 S.E.2d 643 (1993), it is the intent of the Releasors and the Released Entities that by making this good faith settlement of a disputed matter, the Released Entities are hereby relieved from any liability for Covered Conduct under any Claim-Over theory.
  - d. The provisions of this subsection VII.B 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. *Contribution/Indemnity 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, 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. *Non-Party Settlement.* To the extent that any Releasor enters into a Non-Party Settlement involving or relating to Covered Conduct, 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) in the Non-Party Settlement, unless prohibited from doing so under applicable law, a prohibition on contribution or indemnity of any kind substantially equivalent to that required from Teva in subsection VII.B.2, 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. *Claim-Over.* 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 in subsection VII.B.2 (including in any bankruptcy proceeding), and such Non-Released Entity asserts a Claim-Over against a Released Entity related to the Released Claims, that Releasor and Teva shall take the following actions to ensure that the Released Entities do not pay more with respect to the Released Claims to Releasors or to Non-Released Entities than the amounts owed under this Settlement Agreement by Teva:
  - a. Teva shall notify that Releasor of the Claim-Over within sixty (60) days of the assertion of the Claim-Over or sixty (60) days of the Effective Date of this Settlement Agreement, whichever is later.
  - b. Teva and that Releasor shall meet and confer concerning any additional appropriate means by which to ensure that the Released Entities are not required to make any payment with respect to Covered Conduct (beyond the amounts that will already have been paid by Teva under this Settlement Agreement).
  - c. That Releasor and Teva shall take steps sufficient and permissible under West Virginia law to hold Released Entities harmless from the Claim-Over with respect to Released Claims and ensure

Released Entities are not required to make any payment with respect to the Released Claims (beyond the amounts and product provisions owed by Teva under this Settlement Agreement). Such steps may include, where permissible, filing of motions to dismiss or such other appropriate motion by Teva or Released Entities, and supported by Releasors, in response to any claim filed in litigation or arbitration or such other reasonable actions that ensure Teva is not required to pay more to Releasors with respect to Released Claims than the amounts owed or product provided by Teva under this Agreement.

- d. For the removal of doubt, Teva's payment and provision obligations under this agreement shall not be disrupted or delayed in the event of a Claim-Over, except by agreement of the parties to this Agreement.
- C. *General Release.* In connection with the releases provided for in the Agreement, the State (for itself and its Releasors), and each Participating Local Government (for itself and its Releasors) expressly waive, release, and forever discharge any and all provisions, rights, and benefits conferred by any law of the State or principle of common law which would exclude from the scope of the Released Claims any Claims that a Releasor does not know or suspect to exist in the Releasor's favor as of the Effective Date that, if known by the Releasor, would have materially affected the State's or any Participating Local Government's decision to provide the general release contemplated by this Section VII.C. A Releasor may thereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but the State (for itself and its Releasors) and each Participating Local Government (for itself and its Releasors) expressly waive and fully, finally, and forever settle, release and discharge, 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 State's decision to enter into the Agreement or the Participating Local Governments' decision to participate in the Agreement.
- D. *Cooperation.* Releasors (i) will not encourage any person or entity to bring or maintain any Released Claim against any Released Entity and (ii) will, consistent with the Attorney General's authority, reasonably cooperate with and not oppose any effort by a Released Entity to secure the prompt dismissal of any and all Released Claims. The State shall use its best efforts to secure releases consistent with this Section from all Local Governments.
- E. *Res Judicata.* Nothing in the Agreement shall be deemed to reduce the scope of the res judicata or claim preclusive effect that the settlement memorialized in the



Agreement, and/or any Consent Judgment or other judgment entered on the Agreement, gives rise to under applicable law.

- F. *Representation and Warranty.* The State's Attorney General expressly represents and warrants that he will, on or before the Initial Participation Date, have (or have obtained) the authority to settle and release Claims of (1) the State, (2) all past and present executive departments, state agencies, divisions, boards, commissions and instrumentalities with the regulatory authority to enforce state and/or federal controlled substances acts, and (3) any of the 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 clause (3) 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 clause (3), a release from the State's Governor is sufficient to demonstrate that the appropriate releases have been obtained.
- G. *Effectiveness.* The releases set forth in the Agreement shall not be impacted in any way by any dispute that exists, has existed, or may later exist between or among the Releasers. 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 Qualified Settlement Fund or any portion thereof, or by the enactment of future laws, or by any seizure of the Qualified Settlement Fund or any portion thereof.
- H. *Non-Released Claims.* Notwithstanding the foregoing or anything in the definition of Released Claims, the Agreement does not waive, release or limit any criminal liability, Claims for any outstanding liability under any tax or securities law, Claims against parties who are not Released Entities, Claims by individuals for damages for any alleged personal injuries arising out of their own use of any opioid product and any claims arising under the Agreement for enforcement of the Agreement.

#### **VIII. PARTICIPATION BY LOCAL GOVERNMENTS**

- A. *Requirements for Becoming a Participating Local Government: Litigating or Later Litigating Local Governments.* A Litigating Local Government or Later Litigating Local Government may become a Participating Local Government either by (1) executing an Election and Release Form (Exhibit D) and upon prompt dismissal of its Action; or (2) having its claims extinguished by operation of law or released by the State's Office of the Attorney General.
- B. *Notice.* As soon as practicable after the Effective Date, Plaintiff shall send notice to all Local Governments in the State eligible to participate in the settlement and

the requirements for participation. Such notice may include publication, email, and other standard forms of notification.

- C. *Requirements for Becoming a Participating Local Government: Non-Litigating Local Governments.* A Non-Litigating Local Government may become a Participating Local Government either (1) by executing an Election and Release Form (Exhibit D) specifying (a) that the Local Government agrees to the terms of this Agreement pertaining to Participating Local Governments, (b) that the Local Government releases all Released Claims against all Released Entities, and (c) that the Local Government submits to the jurisdiction of the Court for purposes limited to the Court's role under the Agreement or (2) by having their claims extinguished by operation of law or released by the State's Office of the Attorney General.
- D. *Non-Participating Local Governments.* Non-Participating Local Governments shall be ineligible to receive any direct portion of the Settlement Amount. Any portion of the Remediation Amount that would be directly allocable to a Non-Participating Local Government under the West Virginia First Memorandum of Understanding if it were a Participating Local Government shall be withheld from any distribution of the Remediation Amount; the funds so withheld shall remain in the Qualified Settlement Fund for 150 days from the date the Qualified Settlement Fund Administrator first distributes any portion of the Remediation Amount to Participating Local Governments, or unless and until the Non-Participating Local Government has satisfied the requirements of Section VIII.C (i.e., has become a Participating Local Government), whichever occurs sooner. If, at the conclusion of the 150 day period, the Non-Participating Local Government has failed to satisfy the requirements of Section VIII.C (i.e., has failed to become a Participating Local Government), then the amount allocable to that Non-Participating Local Government shall be reallocated and used as provided in the West Virginia First Memorandum of Understanding.
- E. *Representation With Respect to Local Government Participation.* The State represents and warrants that it has a good faith belief that both (a) all Litigating Local Governments, and (b) all Non-Litigating Local Governments that are Class I or II Local Governments, will become Participating Local Governments. Further, the State will use its best efforts to secure participation by all Local Governments within the State, including all Litigating Local Governments and all Non-Litigating Local Governments. To the extent any Local Governments do not become Participating Local Governments, the West Virginia Attorney General shall take all appropriate steps to resolve any remaining Claims by such Local Governments against Teva and Released Entities, which may include seeking the enactment of a legislative Bar or pursuit of a Settlement Class Resolution. The State acknowledges the materiality of the foregoing representation and warranty.

- F. *Representation With Respect to State Abatement Claims.* The State represents and warrants that the Remediation Amount shall be used to fund opioid abatement and treatment activities throughout the State, and that the Settlement is intended to release any and all Claims for abatement within the State. The State acknowledges the materiality of the foregoing representation and warranty.
- G. *Representation With Respect to Claims by Later Litigating Local Governments.* The State represents and warrants that, if any Later Litigating Local Government brings any Released Claim(s) against any Released Entity after the Effective Date, the State will take appropriate steps to cease the litigation as soon as reasonably possible. Depending on facts and circumstances, such steps may include intervening in the Action to move to dismiss or otherwise terminate the Local Government's Claims as to the Released Entities in the Action, commencing a declaratory judgment or other action that establishes a Bar to the Local Government's Claims as to the Released Entities, or other means.
- H. Concurrently with Plaintiff's submission of the Consent Judgment per Section III.D above, the Parties will jointly ask the Court to enter the Case Management Order annexed hereto as Exhibit H, which is applicable only to Non-Participating Local Governments and Later Litigating Local Governments.

**IX. ATTORNEY FEES, COSTS AND EXPENSES; DISBURSEMENT OF LITIGATION COST AMOUNT**

- A. Attorney fees will be handled through an agreement between the Attorney General's Office and counsel, and under the oversight of the Common Benefit Fund Commissioner, subject to political subdivision participation and review and orders of the Court, in particular regarding how political subdivision fees are handled. Teva shall not be responsible for making payments for attorneys' fees and costs beyond amounts specified in this Agreement.
- B. Nothing in this Section IX shall require any payment by Teva beyond the Settlement Amount, nor shall Teva have any responsibility or authority regarding the allocation of the Litigation Cost Amount, except that the Common Benefit Fund Commissioner and/or the Court may receive information from Teva as to (1) the identity of Participating, Non-Participating, Litigating, Later Litigating, and Non-Litigating Local Governments, and (2) such other information as Teva may voluntarily elect to provide.

**X. BANKRUPTCY**

- A. *Bankruptcy.* Nothing in this Agreement shall preclude the State or any Participating Local Government from receiving a distribution from a potential bankruptcy of Teva to the extent that the State or Participating Local Government has a right to

receive a payment or distribution in accordance with this Agreement. Subject to the terms of this Agreement (including all releases, covenants and payment terms contained herein), all of the State's and the Participating Local Governments' rights with respect to any bankruptcy case of Teva are specifically reserved by the State and the Participating Local Governments. If for any reason, the State or any Participating Local Government must remit any portion of the Settlement Amount to a bankruptcy court or other party as a result of the commencement of a case with respect to Teva under Title 11 of the United States Code (the "Bankruptcy Code") then Teva shall make such payment to the State as soon as reasonably practicable.

If, at any time after payment of the Settlement Amount, a claim is made against the State for the return of any of the consideration paid by or on behalf of Teva under this Agreement, and if the State returns any portion of such consideration, either pursuant to the direction of a court or as a consequence of a voluntary settlement of such claim, then the State may vacate any satisfaction of the claim, reinstate its claim for amount so returned (the "Repayment Claim") against Teva and commence or reinstate an action to recover the Repayment Claim, plus interest thereon at 7% interest from the date of such return to the date of repayment, together with any costs and expenses, including attorneys' fees, incurred in defending against such claim or in seeking recovery of the Repayment Claim.

## **XI. ENFORCEMENT AND DISPUTE RESOLUTION**

- A. *Enforceability.* The terms of the Agreement and the West Virginia Consent Judgment will be enforceable solely by the State of West Virginia and Teva. Participating Local Governments shall not have enforcement rights against Teva with respect to the Agreement or West Virginia Consent Judgment except as to payments that would be allocated under the West Virginia First Memorandum of Understanding for Local Government use. The State of West Virginia shall establish a process for Participating Local Governments to notify it of any perceived violations of the Agreement or West Virginia Consent Judgment.
- B. *Jurisdiction.* Teva consents to the jurisdiction of the Court for the limited purpose of enforcing this Agreement and the West Virginia Consent Judgment.
- C. *Dispute Resolution.* The parties to a dispute shall promptly meet and confer in good faith to resolve any dispute. If the parties cannot resolve the dispute informally, and unless otherwise agreed in writing, the dispute shall be resolved in the Court.

## **XII. MISCELLANEOUS**

- A. *No Admission of Liability.* The Settling Parties intend the Settlement as described herein to be a final and complete resolution of all disputes between Teva and Plaintiff and between the Released Entities and all Releasers. Teva is entering into

this Settlement Agreement solely for the purposes of settlement, to resolve the West Virginia AG Action and all Actions and Released Claims and thereby avoid significant expense, inconvenience, and uncertainty. Teva denies the allegations in the West Virginia AG Action and the other Actions and denies any civil or criminal liability in the West Virginia AG Action and the other Actions. Nothing contained herein may be taken as or deemed to be an admission or concession by Teva of: (1) any violation of any law, regulation, or ordinance; (2) any fault, liability, or wrongdoing; (3) the strength or weakness of any Claim or defense or allegation made in the West Virginia AG Action, in any other Action, or in any other past, present or future proceeding relating to any Covered Conduct or any Product; or (4) any other matter of fact or law. Nothing in this Settlement Agreement shall be construed or used to prohibit any Released Entity from engaging in the manufacture, marketing, licensing, distribution or sale of branded or generic opioid medications or any other Product in accordance with applicable laws and regulations.

- B. *Use of Agreement as Evidence.* Neither this Agreement nor any act performed or document executed pursuant to or in furtherance of this Agreement: (1) is or may be deemed to be or may be used as an admission or evidence relating to any matter of fact or law alleged in the West Virginia AG Action or the other Actions, the strength or weakness of any Claim or defense or allegation made in those cases, or any wrongdoing, fault, or liability of any Released Entities; or (2) is or may be deemed to be or may be used as an admission or evidence relating to any liability, fault or omission of Released Entities in any civil, criminal or administrative proceeding in any court, administrative agency or other tribunal. Neither this Agreement nor any act performed or document executed pursuant to or in furtherance of this Agreement shall be admissible in any proceeding for any purpose, except to enforce the terms of the Agreement, and except that Released Entities may file this Agreement in any action in order to support a defense or counterclaim based on principles of *res judicata*, collateral estoppel, release, good-faith settlement, judgment bar or reduction or any other theory of claim preclusion or issue preclusion or similar defense or counterclaim or to support a claim for contribution and/or indemnification. For the avoidance of any doubt, nothing herein shall prohibit Teva from entering this Agreement into evidence in any litigation or arbitration concerning Teva's right to coverage under an insurance contract.
- C. *Voluntary Settlement.* This Settlement Agreement was negotiated in good faith and at arm's-length over several months, and the exchange of the Remediation Amount and Litigation Cost Amount for the releases set forth herein is agreed to represent appropriate and fair consideration.
- D. *Taxes.* Each of the Parties acknowledges, agrees, and understands that it is its intention that, for purposes of Section 162(f) of the Internal Revenue Code, the

provision of the Settlement Amount and the Settlement Product by Teva (other than amounts directed to attorneys' fees and costs) constitutes restitution for harm allegedly caused by the potential violation of a law and/or is an amount paid to come into compliance with the law. The Parties acknowledge, agree and understand that, other than the amounts directed to attorneys' fees and costs, no other portion of the Settlement Amount and/or Settlement Product represents reimbursement to the State, any Participating Local Government or other person or entity for the costs of any investigation or litigation, and no portion of the Settlement Amount and/or Settlement Product represents or should properly be characterized as the payment of fines, penalties, or other punitive assessments, and furthermore, the combined value of the Settlement Amount and the Settlement Product fully constitutes remedial costs for harms allegedly caused by the potential violation of law by Teva. The State and every Participating Local Government shall complete and file Form 1098-F with the Internal Revenue Service, identifying the Settlement Amount and the Settlement Product (other than amounts directed to attorney fees and costs) as remediation/restitution amounts, and shall furnish Copy B of such Form 1098-F to Teva and shall otherwise fully comply with the requirements of Section 162(f) and Section 6050X of the Internal Revenue Code and all treasury regulations relating to those provisions of the Internal Revenue Code. Teva makes no warranty or representation to the State or any Participating Local Government as to the tax consequences of the Settlement Amount or the Settlement Product or any portion thereof.

- E. *Federal, State and Local Laws Prevail.* Nothing in this Agreement shall be construed to authorize or require any action by Teva in violation of applicable federal, state, or other laws.
- F. *No Third-Party Beneficiaries.* Except as to Released Entities, nothing in this Settlement Agreement is intended to or shall confer upon any third party any legal or equitable right, benefit or remedy of any nature whatsoever.
- G. *Binding Agreement.* This Agreement shall be binding upon, and inure to the benefit of, the successors and assigns of the Parties hereto.
- H. *Choice of Law.* Any dispute arising from or in connection with this Settlement Agreement shall be governed by West Virginia law without regard to its choice-of-law provisions.
- I. *No Conflict Intended.* The headings used in this Agreement are intended for the convenience of the reader only and shall not affect the meaning or interpretation of this Agreement. The definitions contained in this Agreement or any Exhibit hereto are applicable to the singular as well as the plural forms of such terms.

- J. *No Party Deemed to be the Drafter.* None of the Parties hereto shall be deemed to be the drafter of this Agreement or any provision hereof 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 hereof.
- K. *Most Favored Nation.* If, after this settlement, there is a collective nationwide resolution of substantially all claims against Teva brought by states, counties, municipalities and/or local governments (a "Public Global Resolution") then the State and Teva agree that the net present value ("NPV") (calculated with a 7% discount rate) of the Settlement Amount to be received by the State and its Local Governments under this settlement (excluding \$7,926,550 in fees and costs as outlined in Paragraph 1 above) shall be no less favorable than the net present value (calculated with a 7% discount rate) of the consideration the State and its Local Governments would have received based on an allocation share of 2.25% of the total cash allocated to remediation and restitution (excluding payments to tribes and attorneys' fees and costs) in the Public Global Resolution, considering the same level of participation of Local Governments and other required participation requirements of the Public Global Resolution. Any additional monies due to the State and its Local Governments under this Most Favored Nations clause shall be paid on the same payment schedule as delineated in the Public Global Resolution.
1. By way of example only, assume Teva reaches a Public Global Resolution of \$XX billion in cash to be used for remediation and restitution purposes, exclusive of payments to tribes, attorneys' fees and costs, and before any deductions are taken for prior settlements of public entities. If 2.25% of \$XX billion (on an NPV basis calculated with a 7% discount rate) is higher than the \$75,404,450 paid under this settlement for remediation and restitution as outlined in Paragraph 1 above (on an NPV basis calculated with a 7% discount rate) and all participation requirements of the Public Global Resolution are satisfied for a full allocation, then Teva would pay West Virginia the excess amount on the schedule specified in the Public Global Resolution.
- L. *Modification.* This Agreement may be modified by a written agreement of the Parties or, in the case of the Consent Judgment, by court proceedings resulting in a modified judgment of the Court. Modifications must be in writing and agreed to by all of the Parties to be enforceable.
- M. *Waiver.* Any failure by any party to this Agreement to insist upon the strict performance by any other party of any of the provisions of this Agreement shall not be deemed a waiver of any of the provisions of this Agreement, and such party, notwithstanding such failure, shall have the right thereafter to insist upon the specific performance of any and all of the provisions of this Judgment.

- N. *Entire Agreement.* This Agreement represents the full and complete terms of the settlement entered into by the Parties hereto, except as provided herein. Except as described in Section XII.B, above, in any action undertaken by the Parties, no prior versions of this Agreement and no prior versions of any of its terms may be introduced for any purpose whatsoever.
- O. *Counterparts.* This Agreement may be executed in counterparts, and a facsimile or .pdf signature shall be deemed to be, and shall have the same force and effect as, an original signature.
- P. *Severability.* In the event any one or more provisions of this Settlement Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Settlement Agreement.
- Q. *Notice.* All notices under this Agreement shall be provided to the following via email and Overnight Mail:

*For Defendant:*

Teva Pharmaceuticals  
Attn: General Counsel's Office  
400 Interpace Parkway  
Parsippany, NJ 07054

*Copy to Teva's attorneys at:*

Eric W. Sitarchuk  
Morgan, Lewis & Bockius LLP  
1701 Market Street  
Philadelphia, PA 19103-2921  
eric.sitarchuk@morganlewis.com

Rebecca J. Hillyer  
Morgan, Lewis & Bockius LLP  
1701 Market Street  
Philadelphia, PA 19103-2921  
rebecca.hillyer@morganlewis.com

*For the Attorney General:*

Vaughn T. Sizemore  
Deputy Attorney General  
Office of the Attorney General  
P.O. Box 1789



Charleston, WV 25326  
vaughn.t.sizemore@wvago.gov

Abby G. Cunningham  
Assistant Attorney General  
Office of the Attorney General  
P.O. Box 1789  
Charleston, WV 25326  
abby.g.cunningham@wvago.gov

**APPROVED:**

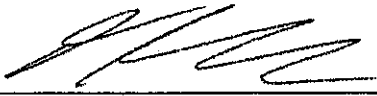
DATED: 9.16.22


DATED: 9/19/22

TEVA

THE STATE OF WEST VIRGINIA

PATRICK MORRISEY  
ATTORNEY GENERAL

By:   
Name: David M. Stark

By:   
Name: Patrick Morrissey  
Title: Attorney General  
*Attorney for the State of West Virginia*

**Teva West Virginia State-Wide Opioid Settlement Exhibits**

**Exhibit A State Plan for Acceptance and Delivery of Settlement Product..... A-1**  
**Exhibit B List of Litigating Local Governments as of the Execution Date ..... B-1**  
**Exhibit C List of West Virginia Counties, Cities, Towns, and Villages..... C-1**  
**Exhibit D West Virginia Local Government Election and Release Form ..... D-1**  
**Exhibit E West Virginia First Memorandum of Understanding ..... E-1**  
**Exhibit F Injunctive Relief.....F-1**  
**Exhibit G Consent Judgment..... G-1**  
**Exhibit H Case Management Order ..... H-1**  
**Exhibit I Teva’s Subsidiaries, Affiliates, and Joint Ventures.....I-1**

To access sharefile, go to: <https://wvago.sharefile.com/d-s9ad346e24f2648a39b573a8c6af98eb5>

**(Your Letterhead)**

Municipal Pensions Oversight Board  
301 Eagle Mountain Road, Suite 251  
Charleston, West Virginia 25311

Under penalty for false swearing (West Virginia Code §61-5-3), I hereby certify the foregoing information in this annual report of the \_\_\_\_\_ Pension and Protection Fund for fiscal year \_\_\_\_\_ to be true and accurate in all respects. I further certify (per§8-22-19(d)(1) and §8-22-19(d)(1)(B)) the Board of Trustees of the pension and relief fund has made a report to the governing body of the municipality and to the oversight board on the condition of its fund with respect to the fiscal year. This Annual Report has been presented to the \_\_\_\_\_ city council on \_\_\_\_\_, 20\_\_\_\_\_.

Date: \_\_\_\_\_

Name: \_\_\_\_\_

Signed: \_\_\_\_\_

Title: Municipal Treasurer and Custodian of the Policemen's/Firemen's Pension and Relief Fund

Municipality \_\_\_\_\_

**Annual Report of Policemen's and Firemen's Pension and Relief Funds  
to the Municipal Pensions Oversight Board  
as required by WV Code §8-22-19(d)(1)(B) and §8-22-22a(a)**

<b>Pension Fund</b>	Firemens Pension & Relief Fund								
<b>Treasurer</b>	Nate Stansberry, City Manager								
<b>Municipality</b>	City of Weston								
<b>Fiscal Year (July 1 - June 30)</b>	2022								
<b>Actuarial Funding Method</b>	<table border="1"> <tr> <td><input type="checkbox"/></td> <td>Standard Funding Method</td> </tr> <tr> <td><input checked="" type="checkbox"/></td> <td>Optional Funding Method</td> </tr> <tr> <td><input type="checkbox"/></td> <td>Alternative Funding Method (107%)</td> </tr> <tr> <td><input type="checkbox"/></td> <td>% Necessary to Maintain Plan Solvency for 15 Years</td> </tr> </table>	<input type="checkbox"/>	Standard Funding Method	<input checked="" type="checkbox"/>	Optional Funding Method	<input type="checkbox"/>	Alternative Funding Method (107%)	<input type="checkbox"/>	% Necessary to Maintain Plan Solvency for 15 Years
<input type="checkbox"/>	Standard Funding Method								
<input checked="" type="checkbox"/>	Optional Funding Method								
<input type="checkbox"/>	Alternative Funding Method (107%)								
<input type="checkbox"/>	% Necessary to Maintain Plan Solvency for 15 Years								

PART I - Asset Reconciliation from Beginning of Fiscal Year to End of Fiscal Year		Item	Amount
<b>Beginning Fair Value of Pension Plan</b>	<b>July 1 (cash value)</b>		<b>\$ 1,609,625.34</b>
a. Prior year net receivable/payable			\$ 22,791.92
<b>Beginning Fair Value of Pension Plan</b>	<b>July 1 (accrued value)</b>		<b>\$ 1,632,417.26</b>
<b>I. Revenue During Fiscal Year</b>			
<b>1. Employee Contributions</b>			
a. For Employees hired prior to Jan. 1, 2010	Percent of Gross Salary	7.00%	\$ -
b. For Employees hired on or after Jan. 1, 2010	Percent of Gross Salary	9.50%	9,221.54
c. Total Employee Contributions			\$ 9,221.54
<b>2. Government Contributions</b>			
a. From Parent Local Government	Required employer contributions from your municipality		\$ 19,803.58
b. Overpayment Authorized by City Council Pursuant to §WV Code 8-22-27A(d)			\$ -
c. Additional Employer Contributions From Your Municipality			\$ -
d. From State Government	Municipal Pensions Oversight Board (premium surcharges on fire and casualty insurance)		\$ 18,621.83
e. Total Government Contributions			\$ 38,425.41
<b>3. Receivable Contributions</b>			
a. Employee Contributions			\$ 1,654.78
b. Local Government Contributions			\$ 2,953.49
c. State Government Contributions			\$ 6,274.13
d. Other Contributions			\$ -
e. Total Receivable Contributions			\$ 10,882.40
<b>4. Earnings on Investments</b>			
a. Net Appreciation/(Depreciation) of Fair Value of Investments			\$ (194,839.86)
b. Net Realized Gain/(Loss) on Sale/Exchange			\$ 4,135.08
c. Interest and Dividends			\$ 22,144.12
d. Other Income			\$ (19,900.44)
e. Investment Expenses (enter as negative)			\$ (7,243.07)
f. Receivable Investment Income			\$ -
g. Payable Investment Expenses (enter as negative)			\$ -
h. Total Earnings on Investments			\$ (195,704.17)
<b>5. All Other Revenues</b>			
Please Specify			\$ -
<b>Total Revenues</b>	The sum of items I.1. through I.7.		<b>\$ (137,174.82)</b>

**Annual Report of Policemen's and Firemen's Pension and Relief Funds  
to the Municipal Pensions Oversight Board  
as required by WV Code §8-22-19(d)(1)(B) and §8-22-22a(a)**

Item	Amount
<b>II Expenditures During Fiscal Year</b> <small>Does not include Investment Expenses, see I.4.e. and I.4.g. on first page.</small>	
1. Benefits Paid <small>Retirement, disability, survivor and any other benefits.</small>	\$ 54,009.70
2. Withdrawals <small>Amount paid to employees or former employees or their survivors, representing return of contributions made by employees during the period of their employment</small>	\$ -
3. Administration Expenses <small>Administrative expenses and other costs or payments not representing benefit payments or withdrawals.</small>	
a. Municipal Administration <small>Municipal administration fees.</small>	\$ -
b. Other Administration <small>Example: Pension Secretary expenses; Rent; etc.</small>	\$ -
c. Total Administration Expenses	\$ -
4. Payables <small>Monies payable after the end of the fiscal year</small>	
a. Benefit Payments	\$ -
b. Withdrawals	\$ -
c. Administration Expenses	\$ -
d. Total Payables	\$ -
<b>Total Expenditures</b> <small>The sum of items II.1. through II.4</small>	<b>\$ 54,009.70</b>
<b>Net Income/(Loss)</b>	
	<b>\$ (191,184.52)</b>
<b>Ending Fair Value of Pension Plan</b> <b>June 30 (cash value)</b>	<b>\$ 1,430,350.34</b>
a. Net receivable/payable	<b>\$ 10,882.40</b>
<b>Ending Fair Value of Pension Plan</b> <b>June 30 (accrued value)</b>	<b>\$ 1,441,232.74</b>

**Annual Report of Policemen's and Firemen's Pension and Relief Funds  
to the Municipal Pensions Oversight Board  
as required by WV Code §8-22-19(d)(1)(B) and §8-22-22a(a)**

<b>PART II - Asset Allocation at End of Fiscal Year</b>			
<b>1. Cash and Cash Equivalents - Short Term</b>		<b>Percent of Total Assets</b>	<b>0.00%</b>
<b>Financial Institution or Money Manager</b>	<b>Type of Account</b>	<b>Fair Value</b>	
a.	Checking	\$	-
b.	Treasury Bills	\$	-
c.	Savings or Money Market Account	\$	-
d.	Short Term Investment Funds	\$	-
e.	Re-Purchase Agreements	\$	-
f.	Commercial Paper	\$	-
g.	CDs and Bankers' Acceptances	\$	-
			Fair Value
<b>Total Cash and Cash Equivalents</b>		The sum of items 1.a. through 1.g.	<b>\$ -</b>
<b>2. Fixed Income - Long Term</b>		<b>Percent of Total Assets</b>	<b>48.50%</b>
<b>Financial Institution or Money Manager</b>	<b>Type of Account</b>	<b>Fair Value</b>	
Steel Oaks Investments	US Govt Agencies & Instruments	\$	123,874.43
b.	Foreign Govt, Subdivisions, Agencies or Enterprise	\$	-
c.	International agencies or supranational entities	\$	-
d.	Mortgage-related or others asset back securities	\$	-
e.	Corporate Debt Securities	\$	-
Steel Oaks Investments	Corporate Inflation-index bonds	\$	575,068.12
g.	Bank CD's, fixed time deposits, Bankers Acceptance	\$	-
h.	State & Local Govt Debt Securities	\$	-
i.	Mutual Funds (Bonds)	\$	-
j.	International Mutual Funds - Bonds	\$	-
k.	Exchange Traded Funds (ETF) - Bonds	\$	-
l.	International Exchange Traded Funds (ETF) - Bonds	\$	-
			Fair Value
<b>Total Fixed Income (at fair value)</b>		The sum of items 2.a. through 2.l.	<b>\$ 698,942.55</b>
<b>3. Equity Investments</b>		<b>Percent of Total Assets</b>	<b>49.24%</b>
<b>Financial Institution or Money Manager</b>	<b>Type of Account</b>	<b>Fair Value</b>	
Steel Oaks Investments	Individual Stocks Held	\$	232,768.72
b.	Mutual Fund Shares (Equities)	\$	-
Steel Oaks Investments	Exchange Traded Funds (ETF)	\$	476,931.79
d.	International Stocks Held	\$	-
e.	International Mutual Funds - Equities	\$	-
f.	International Exchange Traded Funds (ETF)	\$	-
			Fair Value
<b>Total Equity Investments (at fair value)</b>		The sum of items 3.a. through 3.f.	<b>\$ 709,700.51</b>
<b>4. Alternative Investments</b>		<b>Percent of Total Assets</b>	<b>1.51%</b>
<b>Financial Institution or Money Manager</b>	<b>Type of Account</b>	<b>Fair Value</b>	
Steel Oaks Investments	Real Estate Investment Trust	\$	21,707.28
b.	Private Equity Fund	\$	-
c.	Hedge Funds	\$	-
d.	Other Alternative Investments	\$	-
			Fair Value
<b>Total Alternative Investments (at fair value)</b>		The sum of items 4.a. through 4.d.	<b>\$ 21,707.28</b>
<b>5. Receivables and Payables</b>		<b>Percent of Total Assets</b>	<b>0.76%</b>
	<b>Type</b>	<b>Fair Value</b>	
a.	Receivable Contributions	\$	10,882.40
b.	Receivable Investment Income	\$	-
c.	Payable Investment Expense	\$	-
d.	Payable Benefits, Withdrawals, and Admin Expenses	\$	-
			Fair Value
<b>Net Receivable/(Payable)</b>		The sum of items 5.a. through 5.d.	<b>\$ 10,882.40</b>
<b>Total Assets</b>		<b>Sum of 1. through 5.</b>	<b>\$ 1,441,232.74</b>
<b>6. Total return on investments for the period of July 1 thru June 30</b>		(Obtain from financial institution or money manager)	<b>-10.27%</b>

**Annual Report of Policemen's and Firemen's Pension and Relief Funds  
to the Municipal Pensions Oversight Board  
as required by WV Code §8-22-19(d)(1)(B) and §8-22-22a(a)**

**PART III - Membership and Beneficiaries**

\* Please report the figures requested below, for the fiscal year reported on page 1. To figure the Average Monthly Number of Persons, add figures for each month and divide by 12. Please round to two decimal places. An employee must have been paid for 100 hours in any month to be included in that month.  
 \*\* Please report the total number of disability applications received during the fiscal year, the status of each application at the end of the fiscal year, the total applications granted and denied, and the percentage of disability benefit recipients to the total number of active members of the fund. This requirement satisfies §8-22-23a(a) of the WV Code if the report is submitted to the Municipal Pensions Oversight Board prior to August 1st of each year.

Item		Avg. Monthly #
<b>I. Members of your Pension Fund</b>		
	Exclude Beneficiaries	
1. Active Members	Current number of employees contributing to the pension fund	3.00
2. Inactive Members	Non-active vested members and employees on extended leave without pay	
<b>II. Beneficiaries Receiving Periodic Benefit Payments During Fiscal Year</b>		
1. Retirees		3.00
2. Disability Retirees	Includes the new applications approved during reporting period	
a. Number of Disability Applications received during the fiscal year		
b. Status of each Disability Application at end of fiscal year - please attach separate sheet with details		
( 1.) Disability Applications Approved during Fiscal Year		
( 2.) Disability Applications Denied during Fiscal Year		
3. Percentage of Disability Benefit Recipients to the Total of Active Members in the fund		0.00%
4. Survivors (of Deceased Members) Drawing Benefits		1.00

**PART IV - Legal Thresholds for Investments**

	(1)	(2)	(3)
	%	Maximum % and \$	(Over) Under
Equity Investments	49%	75%	26%
International Securities	0%	30%	30%
Alternative Investments	2%	25%	23%
Cash/Cash Equivalents and Fixed Income (Low 25%; High 75%)	48%	25% 75%	-23% 27%
Short Term Investment - (90 days of expenses)		\$ 13,502.43	\$ 13,502.43

**Annual Report of Policemen's and Firemen's Pension and Relief Funds  
to the Municipal Pensions Oversight Board  
as required by WV Code §8-22-19(d)(1)(B) and §8-22-22a(a)**

<b>Pension Fund</b>	<input type="text" value="Policements Pension &amp; Relief Fund"/>								
<b>Treasurer</b>	<input type="text"/>								
<b>Municipality</b>	<input type="text" value="City of Weston"/>								
<b>Fiscal Year (July 1 - June 30)</b>	<input type="text" value="2022"/>								
<b>Actuarial Funding Method</b>	<table border="1"> <tr> <td><input type="checkbox"/></td> <td>Standard Funding Method</td> </tr> <tr> <td><input checked="" type="checkbox"/></td> <td>Optional Funding Method</td> </tr> <tr> <td><input type="checkbox"/></td> <td>Alternative Funding Method (107%)</td> </tr> <tr> <td><input type="checkbox"/></td> <td>% Necessary to Maintain Plan Solvency for 15 Years</td> </tr> </table>	<input type="checkbox"/>	Standard Funding Method	<input checked="" type="checkbox"/>	Optional Funding Method	<input type="checkbox"/>	Alternative Funding Method (107%)	<input type="checkbox"/>	% Necessary to Maintain Plan Solvency for 15 Years
<input type="checkbox"/>	Standard Funding Method								
<input checked="" type="checkbox"/>	Optional Funding Method								
<input type="checkbox"/>	Alternative Funding Method (107%)								
<input type="checkbox"/>	% Necessary to Maintain Plan Solvency for 15 Years								

PART I - Asset Reconciliation from Beginning of Fiscal Year to End of Fiscal Year		Item	Amount
<b>Beginning Fair Value of Pension Plan</b>	<b>July 1 (cash value)</b>		<b>\$ 1,817,335.42</b>
a. Prior year net receivable/payable			\$ 13,903.57
<b>Beginning Fair Value of Pension Plan</b>	<b>July 1 (accrued value)</b>		<b>\$ 1,831,238.99</b>
<b>I. Revenue During Fiscal Year</b>			
<b>1. Employee Contributions</b>			
a. For Employees hired prior to Jan. 1, 2010	Percent of Gross Salary	<input type="text" value="0.00%"/>	\$ -
b. For Employees hired on or after Jan. 1, 2010	Percent of Gross Salary	<input type="text" value="9.50%"/>	\$ 12,584.14
c. Total Employee Contributions			\$ 12,584.14
<b>2. Government Contributions</b>			
a. From Parent Local Government	Required employer contributions from your municipality		\$ 23,346.15
b. Overpayment Authorized by City Council Pursuant to §WV Code 8-22-27A(d)			\$ -
c. Additional Employer Contributions From Your Municipality			\$ -
d. From State Government	Municipal Pensions Oversight Board (premium surcharges on fire and casualty insurance)		\$ -
e. Total Government Contributions			\$ 23,346.15
<b>3. Receivable Contributions</b>			
a. Employee Contributions			\$ 1,702.10
b. Local Government Contributions			\$ 3,422.79
c. State Government Contributions			
d. Other Contributions			\$ -
e. Total Receivable Contributions			\$ 5,124.89
<b>4. Earnings on Investments</b>			
a. Net Appreciation/(Depreciation) of Fair Value of Investments			\$ (209,595.53)
b. Net Realized Gain/(Loss) on Sale/Exchange			\$ 7,561.00
c. Interest and Dividends			\$ 24,259.65
d. Other Income			\$ 19,900.44
e. Investment Expenses (enter as negative)			\$ (8,092.11)
f. Receivable Investment Income			\$ -
g. Payable Investment Expenses (enter as negative)			\$ -
h. Total Earnings on Investments			\$ (165,966.55)
<b>5. All Other Revenues</b>			
Please Specify			\$ -
<b>Total Revenues</b>	The sum of items I.1. through I.7.		<b>\$ (124,911.37)</b>



**Annual Report of Policemen's and Firemen's Pension and Relief Funds  
to the Municipal Pensions Oversight Board  
as required by WV Code §8-22-19(d)(1)(B) and §8-22-22a(a)**

Item	Amount
<b>II Expenditures During Fiscal Year</b> <small>Does not include Investment Expenses, see I.4.e. and I.4.g. on first page.</small>	
1. Benefits Paid <small>Retirement, disability, survivor and any other benefits.</small>	\$ 71,698.54
2. Withdrawals <small>Amount paid to employees or former employees or their survivors, representing return of contributions made by employees during the period of their employment</small>	\$ -
3. Administration Expenses <small>Administrative expenses and other costs or payments not representing benefit payments or withdrawals.</small>	
a. Municipal Administration <small>Municipal administration fees.</small>	\$ -
b. Other Administration <small>Example: Pension Secretary expenses; Rent; etc.</small>	\$ -
c. Total Administration Expenses	\$ -
4. Payables <small>Monies payable after the end of the fiscal year</small>	
a. Benefit Payments	\$ -
b. Withdrawals	\$ -
c. Administration Expenses	\$ -
d. Total Payables	\$ -
<b>Total Expenditures</b> <small>The sum of items II.1. through II.4</small>	<b>\$ 71,698.54</b>
<b>Net Income/(Loss)</b>	
	<b>\$ (196,609.91)</b>
<b>Ending Fair Value of Pension Plan</b> <b>June 30 (cash value)</b>	<b>\$ 1,629,504.19</b>
a. Net receivable/payable	<b>\$ 5,124.89</b>
<b>Ending Fair Value of Pension Plan</b> <b>June 30 (accrued value)</b>	<b>\$ 1,634,629.08</b>

**Annual Report of Policemen's and Firemen's Pension and Relief Funds  
to the Municipal Pensions Oversight Board  
as required by WV Code §8-22-19(d)(1)(B) and §8-22-22a(a)**

<b>PART II - Asset Allocation at End of Fiscal Year</b>			
<b>1. Cash and Cash Equivalents - Short Term</b>		<b>Percent of Total Assets</b>	<b>0.00%</b>
<b>Financial Institution or Money Manager</b>	<b>Type of Account</b>	<b>Fair Value</b>	
a.	Checking	\$	-
b.	Treasury Bills	\$	-
c.	Savings or Money Market Account	\$	-
d.	Short Term Investment Funds	\$	-
e.	Re-Purchase Agreements	\$	-
f.	Commercial Paper	\$	-
g.	CDs and Bankers' Acceptances	\$	-
			Fair Value
<b>Total Cash and Cash Equivalents</b>		The sum of items 1.a. through 1.g.	<b>\$ -</b>
<b>2. Fixed Income - Long Term</b>		<b>Percent of Total Assets</b>	<b>49.90%</b>
<b>Financial Institution or Money Manager</b>	<b>Type of Account</b>	<b>Fair Value</b>	
Steel Oaks Investments	US Govt Agencies & Instruments	\$	240,606.22
b.	Foreign Govt, Subdivisions, Agencies or Enterprise	\$	-
c.	International agencies or supranational entities	\$	-
d.	Mortgage-related or others asset back securities	\$	-
e.	Corporate Debt Securities	\$	-
Steel Oaks Investments	Corporate Inflation-index bonds	\$	575,068.15
g.	Bank CD's, fixed time deposits, Bankers Acceptance	\$	-
h.	State & Local Govt Debt Securities	\$	-
i.	Mutual Funds (Bonds)	\$	-
j.	International Mutual Funds - Bonds	\$	-
k.	Exchange Traded Funds (ETF) - Bonds	\$	-
l.	International Exchange Traded Funds (ETF) - Bonds	\$	-
			Fair Value
<b>Total Fixed Income (at fair value)</b>		The sum of items 2.a. through 2.l.	<b>\$ 815,674.37</b>
<b>3. Equity Investments</b>		<b>Percent of Total Assets</b>	<b>48.32%</b>
<b>Financial Institution or Money Manager</b>	<b>Type of Account</b>	<b>Fair Value</b>	
Steel Oaks Investments	Individual Stocks Held	\$	256,518.46
b.	Mutual Fund Shares (Equities)	\$	-
Steel Oaks Investments	Exchange Traded Funds (ETF)	\$	533,396.56
d.	International Stocks Held	\$	-
e.	International Mutual Funds - Equities	\$	-
f.	International Exchange Traded Funds (ETF)	\$	-
			Fair Value
<b>Total Equity Investments (at fair value)</b>		The sum of items 3.a. through 3.f.	<b>\$ 789,915.02</b>
<b>4. Alternative Investments</b>		<b>Percent of Total Assets</b>	<b>1.46%</b>
<b>Financial Institution or Money Manager</b>	<b>Type of Account</b>	<b>Fair Value</b>	
Steel Oaks Investments	Real Estate Investment Trust	\$	23,914.80
b.	Private Equity Fund	\$	-
c.	Hedge Funds	\$	-
d.	Other Alternative Investments	\$	-
			Fair Value
<b>Total Alternative Investments (at fair value)</b>		The sum of items 4.a. through 4.d.	<b>\$ 23,914.80</b>
<b>5. Receivables and Payables</b>		<b>Percent of Total Assets</b>	<b>0.31%</b>
	<b>Type</b>	<b>Fair Value</b>	
a.	Receivable Contributions	\$	5,124.89
b.	Receivable Investment Income	\$	-
c.	Payable Investment Expense	\$	-
d.	Payable Benefits, Withdrawals, and Admin Expenses	\$	-
			Fair Value
<b>Net Receivable/(Payable)</b>		The sum of items 5.a. through 5.d.	<b>\$ 5,124.89</b>
<b>Total Assets</b>		<b>Sum of 1. through 5.</b>	<b>\$ 1,634,629.08</b>
<b>6. Total return on investments for the period of July 1 thru June 30</b>		(Obtain from financial institution or money manager)	<b>-9.83%</b>

**Annual Report of Policemen's and Firemen's Pension and Relief Funds  
to the Municipal Pensions Oversight Board  
as required by WV Code §8-22-19(d)(1)(B) and §8-22-22a(a)**

**PART III - Membership and Beneficiaries**

\* Please report the figures requested below, for the fiscal year reported on page 1. To figure the Average Monthly Number of Persons, add figures for each month and divide by 12. Please round to two decimal places. An employee must have been paid for 100 hours in any month to be included in that month.  
 \*\* Please report the total number of disability applications received during the fiscal year, the status of each application at the end of the fiscal year, the total applications granted and denied, and the percentage of disability benefit recipients to the total number of active members of the fund. This requirement satisfies §8-22-23a(a) of the WV Code if the report is submitted to the Municipal Pensions Oversight Board prior to August 1st of each year.

Item		Avg. Monthly #
<b>I. Members of your Pension Fund</b>		
	Exclude Beneficiaries	
1. Active Members	Current number of employees contributing to the pension fund	3.00
2. Inactive Members	Non-active vested members and employees on extended leave without pay	
<b>II. Beneficiaries Receiving Periodic Benefit Payments During Fiscal Year</b>		
1. Retirees		2.00
2. Disability Retirees	Includes the new applications approved during reporting period	
a. Number of Disability Applications received during the fiscal year		
b. Status of each Disability Application at end of fiscal year - please attach separate sheet with details		
( 1.) Disability Applications Approved during Fiscal Year		
( 2.) Disability Applications Denied during Fiscal Year		
3. Percentage of Disability Benefit Recipients to the Total of Active Members in the fund		0.00%
4. Survivors (of Deceased Members) Drawing Benefits		1.00

**PART IV - Legal Thresholds for Investments**

	(1)	(2)	(3)
	%	Maximum % and \$	(Over) Under
Equity Investments	48%	75%	27%
International Securities	0%	30%	30%
Alternative Investments	1%	25%	24%
Cash/Cash Equivalents and Fixed Income (Low 25%; High 75%)	50%	25% 75%	-25% 25%
Short Term Investment - (90 days of expenses)		\$ 17,924.64	\$ 17,924.64