

**MORGAN COUNTY COMMISSIONERS  
RIECKER BUILDING**

The Board of Morgan County Commissioners met in their office August 9, 2021.  
The meeting was called to order at 8:30am with the pledge of allegiance to the flag.

Adam Shriver, President  
Tom Bragg, Vice-President  
Richard Welsh, Member

**21-303-** Motion by Mr. Bragg and seconded by Mr. Welsh to approve the minutes of August 2, 2021.

**Mr. Shriver yea Mr. Bragg yea Mr. Welsh yea Motion Carried**

**21-304-** Motion by Mr. Welsh and seconded by Mr. Bragg to approve the following:

\*Attachment A\*

**Mr. Shriver yea Mr. Bragg yea Mr. Welsh yea Motion Carried**

***Al Eltringham, Maintenance***

--Discussed getting a quote for air conditioner replacement located between the Sheriff's Office and Courthouse.

***Tracie Wagoner; Valerie Mayle, BOE***

-Discussed reimbursement hours from the special election.

***Heidi Burns, JFS***

-Submitted bills

-Mandated Share for August 2021--\$3,297.50

-New Onboarding for caseworkers Workgroup with ODJFS and Office of Families and Children-  
Mrs. Burns will be representing small counties in Ohio.

-Reminder—FCFC Meeting on Friday at 9:00am

-New APS funding through American Rescue Plan Act \$22,000 estimated funds but cannot be used to supplement or replace existing funding for APS.

-Labor Management Meeting on Tuesday 8/10.

-Kinship Navigator REP will be advertised in August.

***Shannon Wells, Development Office***

- BRIC project to FEMA 75/25. Jennifer Ponchak and Mrs. Wells are working on a 25% match grant application to Muskingum Watershed.
  - CHIP mortgage 6385 Tabor Ridge Rd. Stockport completed in May 2016 \$48, 841 declined fully to \$9,768.20. Owner recently passed away. Daughter lived in the home and is asking for loan forgiveness so the home may be transferred to her name.
  - Chesterhill FY2019 Neighborhood Revitalization—will rebid 9/7.
  - Chesterhill sewer—we have started taking applications to assist low-income homeowners to hook up to city sewer.
  - Solid Waste balers
  - EPA water and wastewater grant
  - Daycare business-moving to Morgan County.
  - Transit drivers and dispatchers wage decision.
  - Website development.
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***Mark Howdyshell, Prosecutor***

- Discussion with commissioners on the process of acquiring a piece of property used for county impound lot. He will create a purchase agreement.
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***Gary Woodward, Auditor***

- Discussed MCDD vouchers with the commissioners.
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***Jeff Babcock, IT Administrator***

- New firewalls were installed in the Sheriff's office computer room to facilitate the additional IP addresses from Spectrum. However, when Spectrum reconfigured the cable modem, the Internet

was inaccessible. Testing proved that the firewalls are configured correctly. Troubleshooting with Spectrum is ongoing.

Excess items sent to auction on GovDeals continue to be sold and picked up. The truck bed topper for the old EMA truck was sold for \$55 and removed this week.

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**21-305-** Motion by Mr. Bragg and seconded by Mr. Welsh to enter executive session at 3:20pm pursuant to ORC 121.22 (G)(1) Employment, Personnel.

**Mr. Shriver yea Mr. Bragg yea, Mr. Welsh yea Motion Carried**

**21-306-** Motion by Mr. Welsh and seconded by Mr. Bragg to exit executive session at 3:48pm pursuant to ORC 121.22 (G)(1) Employment, Personnel.

**Mr. Shriver yea Mr. Bragg yea, Mr. Welsh yea Motion Carried**

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***Shannon Wells, Development Office***

**21-307-** Motion by Mr. Bragg and seconded by Mr. Welsh to approve the following:  
The Morgan County Board of Commissioners does hereby resolve to apply to the Muskingum Watershed Conservancy District for the Partners in Watershed Management Grant Program.

**Mr. Shriver yea Mr. Bragg yea, Mr. Welsh yea Motion Carried**

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***Transfers, Then & Now, Supplemental Appropriations & Utility Applications***

**21-308-** Motion by Mr. Welsh and seconded by Mr. Bragg to approve the following breakdown of the line items for the FY22/23 Justice Reinvestment and Incentive Funding Grant #412:

Salary.....\$ 60,529.00

PERS County Portion .....\$ 8,473.64  
 Medicare County Portion..... \$ 877.63  
 Workman’s Comp..... \$ 1,815.63  
 General Operating Expenses..... \$ 36,424.00  
 Total \$108,120.00

**Mr. Shriver yea Mr. Bragg yea, Mr. Welsh yea Motion Carried**

**21-309-** Motion by Mr. Bragg and seconded by Mr. Welsh to please transfer \$214.25 out of worker’s compensation 004-0004-5369.00 and place into repairs account 004-0004-5330.02.

Please transfer \$5,000.00 out of laborers account 004-0004-5102.01 and place in other expenses account 004-0004-5309.02

**Mr. Shriver yea Mr. Bragg yea, Mr. Welsh yea Motion Carried**

**21-310-** Motion by Mr. Welsh and seconded by Mr. Bragg to approve the following transfer of \$75,000 from MHIC Fund 250 to 001general fund. Additionally, supplementally appropriate \$18,900.00 to 001-1501-5304-00 to pay loan payment. And appropriate \$56,100.00 to 001-1501-5309.00 for maintenance expenses.

**Mr. Shriver yea Mr. Bragg yea, Mr. Welsh yea Motion Carried**

**21-311-** Motion by Mr. Bragg and seconded by Mr. Welsh to supplementally appropriate \$75,000.00 to expenses-transfers 250-0250-5301.00

**Mr. Shriver yea Mr. Bragg yea, Mr. Welsh yea Motion Carried**

**21-312-** Motion by Mr. Bragg and seconded by Mr. Welsh to supplementally appropriate \$56,100.00 to misc. other expenses 001-1501-5309.00.

**Mr. Shriver yea Mr. Bragg yea, Mr. Welsh yea Motion Carried**

**21-313-** Motion by Mr. Welsh and seconded by Mr. Bragg to supplementally appropriate \$18,900.00 to equipment/phone/expense/debt 001-1501-5304.00.

**Mr. Shriver yea Mr. Bragg yea, Mr. Welsh yea Motion Carried**

**21-314-** Motion by Mr. Bragg and seconded by Mr. Welsh to approve 2021 supplemental appropriations as adopted by the Board on July 22, 2021. Fund 020 (Family and Children First):

020-0020-5306.00    contracts expenditures            \$70,200.00

**Mr. Shriver yea Mr. Bragg yea, Mr. Welsh yea Motion Carried**

**21-315-** Motion by Mr. Welsh and seconded by Mr. Bragg to approve the amended certificate in the 077 in which the Public Health Department will be receiving \$13,000.00.

**Mr. Shriver yea Mr. Bragg yea, Mr. Welsh yea Motion Carried**

**21-316-** Motion by Mr. Bragg and seconded by Mr. Welsh to approve the following supplementals in the 077 fund in which The Public Health Department will be receiving \$13,000.00.

Salaries.....077-0077-5102.00  
PERS.....077-0077-5367.00  
Medicare.....077-0077-5368.00  
Other Expenses.....077-0077-5309.00

**Mr. Shriver yea Mr. Bragg yea, Mr. Welsh yea Motion Carried**

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**21-317-**Motion by Mr. Bragg and seconded by Mr. Welsh to approve payment of bills. \*See attached\*

**Mr. Shriver yea Mr. Bragg yea, Mr. Welsh yea Motion Carried**

**21-318-** Motion by Mr. Welsh and seconded by Mr. Bragg to adjourn the commissioners meeting at 4:00pm.

**Mr. Shriver yea Mr. Mr. Bragg yea, Welsh yea, Motion Carried**

**Adam Shriver, President**

**Tom Bragg, Vice-President**

**Richard Welsh, Member**

**Sheila Welch, Clerk**

Attachment A-

**Morgan County Commissioners OF MORGAN COUNTY, OHIO**

Resolution No. R-2021-~~301~~

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

AN EMERGENCY RESOLUTION AUTHORIZING the Prosecuting Attorney Mark Howdyshell to execute the Participation Agreement for the OneOhio Subdivision Settlement with McKesson Corporation, Cardinal Health, Inc., and AmerisourceBergen Corporation (“Settling Distributors”) pursuant to the OneOhio Memorandum of Understanding regarding the pursuit and use of potential opioid litigation settlement funds and consistent with the material terms of the July 21, 2021 proposed National Opioid Distributor Settlement Agreement available at <https://nationalopioidsettlement.com/>.

WHEREAS, the Morgan County, Ohio (herein “Municipality”) is a county formed and organized pursuant to the Constitution and laws of the State of Ohio; and

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

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

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

WHEREAS, the State and its Local Governments, subject to completing formal documents effectuating the Parties Agreements, have drafted and Morgan County has adopted, and hereby

reaffirms its adoption of, a OneOhio Memorandum of Understanding (“MOU”) relating to the allocation and the use of the proceeds of any potential settlements described; and

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

WHEREAS, the Board of County Commissioners understands that an additional purpose of the MOU is to create an effective means of distributing any potential settlement funds obtained under the MOU between the State of Ohio and Local Governments in a manner and means that would promote an effective and meaningful use of the funds in abating the opioid epidemic throughout Ohio, as well as to permit collaboration and explore potentially effectuation earlier resolution of the Opioid Litigation against Opioid Pharmaceutical Supply Chain Participants; and

WHEREAS, nothing in the MOU binds any party to a specific outcome, but rather, any resolution under the MOU requires acceptance by the State of Ohio and the Local Governments; and

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

WHEREAS, the Board of Morgan County Commissioners wish to agree to the material terms of the proposed National Opioid Distributor Settlement Agreement with the Settling Distributors (the “Proposed Settlement”):

NOW THEREFORE, BE IT ORDAINED BY THE BOARD OF MORGAN COUNTY COMMISSIONERS OF THE COUNTY OF MORGAN, OHIO.

Section 1. That Adam Shriver, President of the Board of Morgan County Commissioners hereby accepts, or is authorized to accept the Proposed Settlement on behalf of Morgan County, pursuant to the terms of the OneOhio MOU.



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

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

	Yea	Nay
Adam Shriver	<u>  X  </u>	<u>    </u>
Tom Bragg	<u>  X  </u>	<u>    </u>
Richard Welsh	<u>  X  </u>	<u>    </u>
	<u>    </u>	<u>    </u>

Passed   August 9, 2021  

Attest:

Adam Shriver  
President of Commissioners

Sheila Welch  
Clerk-Treasurer

**OneOhio Subdivision Participation Form**

<b>Governmental Entity:</b> <u>Morgan County Commissioners</u>	<b>State:</b> <u>Ohio</u>
<b>Authorized Official:</b> <u>Adam Shriver</u>	
<b>Address 1:</b> <u>155 East Main Street</u>	
<b>Address 2:</b>	
<b>City, State, Zip:</b> <u>McConnelsville, OH 43756</u>	
<b>Phone:</b> <u>740-962-3183</u>	
<b>Email:</b> <u>adam.shriver@morgancounty-oh.gov</u>	

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

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

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

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

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

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

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

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

Signature: Adam Shriver  
Name: ADAM SHRIVER  
Title: County Commissioner  
Date: 8-9-21











