



CITY OF AVON LAKE

150 Avon Belden Road
Avon Lake, Ohio 44012

COLLECTIVE COMMITTEE MEETING Council Chamber September 15, 2025 Immediately Following the Work Session

PUBLIC INPUT: *Members of the audience shall be permitted to speak only once, up to five minutes, on any topic(s). [Code of Ordinance, Section 220.21(b)(1)]*

PLANNING COMMISSION, Council Representative Geoff Smith

- Historic Landmark Designation of Red Aircraft Warning Beacon

OTHER BUSINESS, Law Director Ebert

- Opioid Settlement
-

LEGISLATION

Third Readings:

Ordinance No. 25-139, AN ORDINANCE AMENDING THE RULES OF THE CIVIL SERVICE COMMISSION AND DECLARING AN EMERGENCY. *Sponsor: G. Smith*

Ordinance No. 25-140, AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A MEDICAL DIRECTION SERVICES AGREEMENT FOR THE TACTICAL EMERGENCY MEDICAL SERVICES (TEMS) AND RELATED TRAINING TO THE EASTERN LORAIN COUNTY EMERGENCY RESPONSE TEAM (ELCERT) COMPRISED OF THE CITY OF AVON, THE CITY OF AVON LAKE, AND THE CITY OF NORTH RIDGEVILLE AND UNIVERSITY HOSPITAL AND DECLARING AN EMERGENCY. *Sponsor: D. Kos*

Resolution No. 25-143, A RESOLUTION AUTHORIZING THE USE OF AN UNNEEDED AND OBSOLETE VEHICLE FOR TRAINING PURPOSES AND SUBSEQUENT SALE OF SUCH VEHICLE FOR SCRAP. *Sponsor: D. Kos*

Second Readings:

Ordinance No. 25-145, AN ORDINANCE AUTHORIZING A COOPERATIVE SERVICE AGREEMENT BETWEEN THE CITY OF AVON LAKE AND THE UNITED STATES DEPARTMENT OF AGRICULTURE ANIMAL AND PLANT HEALTH INSPECTION SERVICE RELATED TO THE DEER MANAGEMENT PLAN AND DECLARING AN EMERGENCY. →*Sponsor: R. Shahmir*

Ordinance No. 25-148, AN ORDINANCE DESIGNATING THE RED AIRCRAFT WARNING BEACON FORMERLY MOUNTED ATOP THE AVON LAKE POWER PLANT SMOKESTACK AS AN HISTORIC LANDMARK. *Sponsor: G. Smith*

- **Public Hearing - September 22, 2025.**

Ordinance No. 25-151, AN ORDINANCE APPROVING THE IMPROVEMENT PLAN FOR AVON CENTER ESTATES NO. 2, PHASE 6, AND DECLARING AN EMERGENCY. *Sponsor: G. Smith*

First Readings:

As determined at the Collective Committee Meeting.

EXECUTIVE SESSION

In compliance with Ohio Revised Code Section 121.22(G)(2), to consider purchase of property for public purposes, and Ohio Revised Code Section 121.22(G)(3), to discuss imminent court action, Council will adjourn to Executive Session.

RECONVENING OPEN SESSION

ADJOURNMENT



AVON LAKE HISTORICAL SOCIETY – RED AIRCRAFT WARNING BEACON

Report

To: Avon Lake Planning Commission

From: Kelly La Rosa, Planning and Zoning Manager

Date: August 28, 2025

Re: Case No. HPC-25-2, Avon Lake Historical Society, Historic Landmark Designation for the Red Aircraft Warning Beacon formerly mounted atop the Avon Lake Power Plant Smokestack.

PROJECT DESCRIPTION

This request is being presented to the Planning Commission following a recommendation from the Avon Lake Historic Preservation Committee, which voted to recommend approval of historic landmark status for the red aircraft warning beacon at its meeting on June 25, 2025.

The applicant, Tony Tomanek, President of the Avon Lake Historical Society, seeks historic designation for the beacon that once sat atop the smokestack of the Avon Lake Power Plant. The artifact has been preserved following the demolition of the smokestack. It is proposed for designation as a historic object in recognition of its cultural, industrial, and visual significance to the community.

The Planning Commission is being asked to review the recommendation under Section 1214.08 of the Codified Ordinances and forward a final recommendation to City Council for official designation.

PROJECT ANALYSIS

Based on the materials submitted and a review of the applicable criteria, staff finds the following in support of the designation:

Historical Significance and Cultural Heritage

The beacon is directly associated with the Avon Lake Power Plant, which was constructed between 1924 and 1925 and served as a major source of power generation in the region for nearly a century. Installed around 1975, the beacon remained in service until 2020, marking the plant's presence on the skyline and symbolizing its continued operation during the latter half of its lifespan. According to the applicant, the beacon is one of only two known to remain in existence that were used on the power plant's smokestacks, making it a rare surviving artifact. While not original to the plant's early years, it is a significant object from the plant's modern industrial period and one of the last preserved physical elements following its demolition. Its continued existence offers a tangible and unique connection to the city's economic and industrial heritage (Criteria 1, 2, and 4).



Planning Commission
Case No. HPC-25-2
Avon Lake Historic Society
Landmark Designation: The Beacon
August 28, 2025
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Integrity, Authenticity, and Craftsmanship

The beacon remains intact in its original form and has not been modified. As the authentic fixture from the top of the demolished smokestack, it preserves the design, materials, and workmanship representative of early 20th-century industrial infrastructure (Criteria 6 and 7).

Contextual and Visual Landmark Value

For decades, the beacon served as a prominent visual reference along the Lake Erie shoreline. Although the smokestack has been removed, the object continues to represent a defining visual and symbolic feature of the community's industrial landscape (Criteria 1 and 10).

Cultural and Social Significance

Beyond its functional role, the beacon became a recognizable part of Avon Lake's skyline and cultural memory. It symbolized the power plant's presence and influence in everyday life and became one of the most visible and enduring icons of the city's industrial past. The applicant notes that the beacon is "one of the final and most recognizable pieces remaining in existence" of the Avon Lake Power Plant, which played a central role in the city's culture, economy, and identity for nearly 100 years. As such, the beacon holds symbolic meaning for the community and serves as a historical touchstone for future generations (Criteria 4 and 5).

Feasibility of Preservation and Interpretation

The beacon has been retained and remains in good condition, making it feasible for future interpretation or display, if pursued. Its survival offers an opportunity to preserve and share an important physical link to the city's industrial past (Criteria 10).

Public Interest and Consistency with City Plans

The community has shown interest in preserving tangible elements of the power plant as part of Avon Lake's heritage. The beacon, as one of the last remaining components of the facility, provides a physical representation of the city's industrial legacy. The applicant emphasizes its role as a symbol of the past that will help communicate Avon Lake's history to future generations. Designating the beacon aligns with the City's goals of recognizing historically and culturally significant resources and promoting long-term preservation awareness (Criteria 1 and 4).

REVIEW AND RECOMMENDATION BY THE COMMISSION

In considering the designation of any object as a landmark, the Planning Commission shall apply the following criteria:

1. The character, interest, or value of the area, property, or site as part of the development, heritage, or cultural characteristics of the city, state, or nation;
2. The location as a site of a significant historic event;
3. The identification with a person or persons significant in our past;
4. The exemplification by the area, property, or site of the cultural, economic, or social heritage of the city, state, or nation;
5. The portrayal of a group of people in an era of history, characterized by a distinctive architectural style;
6. The embodiment of distinguishing characteristics of a building type or architectural style;

STACK BEACON LIGHT AVON LAKE POWER PLANT

The Avon Lake Power Plant, a prominent fixture on the Lake Erie shoreline, was built between March 1925 and July 1926 by the Cleveland Electric Illuminating Company at a cost of approximately \$30 million and, upon completion, was the largest power plant of its kind in the world.

The plant was known for its iconic smokestacks, one of which remains standing as a landmark. The plant was decommissioned in 2021 and the demolition process began which included the implosion of the buildings and two of the three stacks.

To comply with air pollution laws, the existing concrete stack was constructed in 1975 to contain the metal flues from Unit 6 and Unit 7. The stack and the two exiting flues on the top reach a total height of 524 feet above the ground or 1112 feet above sea level. Unit 9 the largest stack was constructed in 1969. U8, the other concrete stack, was built in 1959. These both proceeded the U6-7 Stack

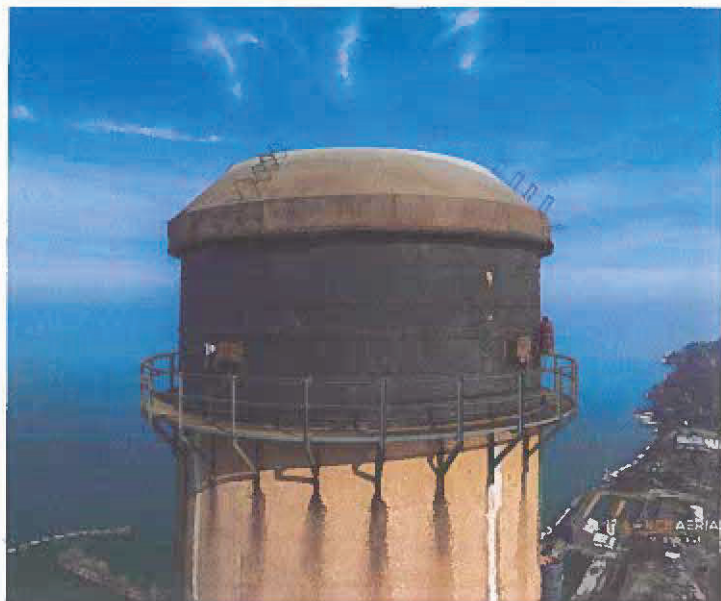
This red beacon light was one of a total of 12 lights on the stack. Six lights were on the very top of the stack at elevation 512 feet and six lights at elevation 260 feet. The purpose of the lights was to alert air traffic in the area of the impending obstruction. The stacks are registered with the Federal Aviation Administration which require notification if any of the lights are out of service.

This red obstruction/beacon light was in service from 1975 to 2020 when the stack lights were upgraded to the present LED lights.

Presently there are 4 lights (every 90 degrees) at the 512 and 260 ft levels. The light was manufactured by Crouse Hinds. It is a Type FCB-12 Beacon Light. Registration no: HL-P861. These lights were used as obstruction lights and airport lights. The light itself contained two 620watt light bulbs. The light weighs approximately 80 lbs. Measurement: 32"H x 16"D. This is one of two lights remaining known to be in existence (the other is privately owned).

Currently, salvaged artifacts are being stored at various locations, including Avon Lake Public Works and the Avon Lake Public Library. Some larger structures, such as one of the plant's original smokestacks, remain on-site.

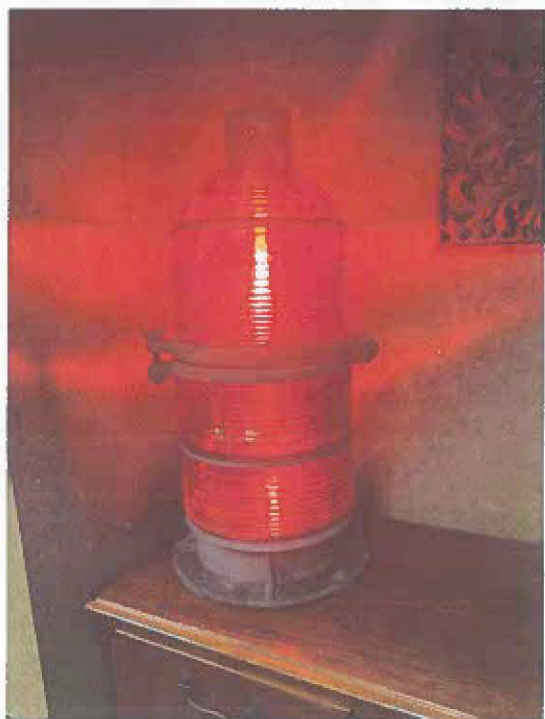
It is the mission of the City of Avon Lake, Avon Lake Historical Society and the Avon Lake Preservation Commission to save this and other artifacts to preserve the memory of the Avon Lake Power Plant.



top of stack (light far right edge)



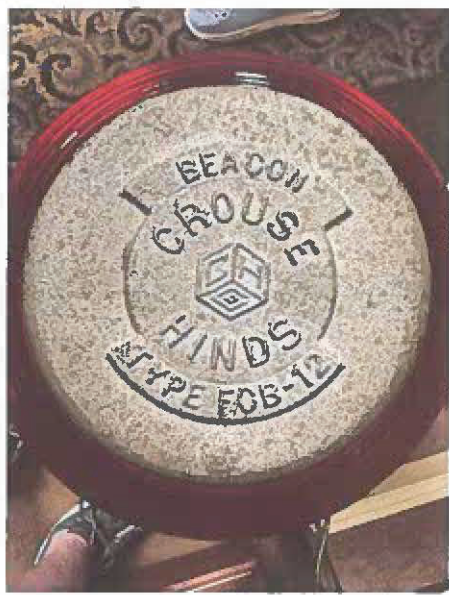
open for bulb replacement



Light on



Light - Stack Beacon



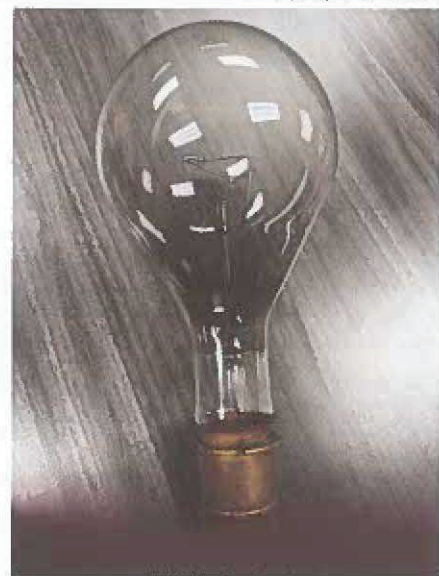
Top of light - identification



Registration No:



Interior of light (replacement bulb)



Original bulb (620watt)



early power plant



dates of building



power plant 7/16/2022

A RESOLUTION AUTHORIZING THE PARTICIPATION IN THE SECONDARY MANUFACTURERS SETTLEMENT AGREEMENTS AND PURSUANT TO THE ONEOHIO MEMORANDUM OF UNDERSTANDING AND DECLARING AN EMERGENCY.

WHEREAS, the City of Avon Lake, Ohio (“City”) is a Charter City formed and organized pursuant to the Constitution and the laws of the State of Ohio; and

WHEREAS, the people of the State of Ohio and its communities, including the City, 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 Companies accountable for the damage caused by their misfeasance, nonfeasance and malfeasance; and

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

WHEREAS, the State and its Local Governments, subject to completing formal documents effectuating the Parties Agreements, have drafted and the City 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 Council understands that an additional purpose of the MOU is to create an effective means of distributing any potential settlement funds obtained under the MOU between the State of Ohio and Local Governments in a manner and means that would promote an effective and meaningful use of the funds in abating the opioid epidemic throughout Ohio, as well as to permit collaboration and explore potentially effectuation earlier resolution of the Opioid Litigation against Opioid Pharmaceutical Companies; 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, multiple national opioids settlements (“Proposed Settlements”) have been reached with certain pharmaceutical manufacturers (collectively “Secondary Manufacturers”), including the following: Alvogen, Inc. (April 4, 2025); Apotex Corp. (April 4, 2025); Amneal Pharmaceuticals LLC (April 4, 2025); Hikma Pharmaceuticals USA Inc. (April 4, 2025); Indivior Inc. (April 4, 2025); Viatris Inc. (“Mylan”) (April 4, 2025); Sun Pharmaceutical Industries, Inc. (April 4, 2025); and Zydus Pharmaceuticals (USA) Inc. (April 4, 2025).

WHEREAS, per the Settlement Overview, a copy of which is attached as Exhibit “1”, the purpose of the Proposed Settlements with the Secondary Manufacturers is to provide funds and settle direct claims held by States, local governments, and other creditors, including the City; and

WHEREAS, pursuant to the Notice of Proposed Settlement sent collectively for the Secondary Manufacturers, the City must elect to participate in the Proposed Settlements by executing and returning the Participation Form in the form of the attached “Exhibit K, Subdivision Participation and Release Form” a copy of which is attached hereto as Exhibit “2” on or before October 8, 2025; and

WHEREAS, the Council wishes to agree to the material terms of the Proposed Settlements with the Secondary Manufacturers and authorize the acceptance of its share of funds distributed to Ohio pursuant to the Proposed Settlements.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF
THE CITY OF AVON LAKE, STATE OF OHIO:

Section No. 1: That Council hereby authorizes the Mayor to complete and execute the “Exhibit K, Subdivision Participation and Release Form” on behalf of the City to authorize participation in the Proposed Settlements, a copy of which is attached hereto as Exhibit “2” and to further authorize executing on behalf of the City any and all other documents necessary for acceptance of the Proposed Settlement.

Section No. 2: That Council hereby approves and ratifies any reasonable steps taken by the Mayor prior to the date hereof in his efforts to accept the Proposed Settlement Agreement.

Section No. 3: That it is found and determined that all formal actions of this Council concerning and relating to the passage of this Resolution were adopted in an open meeting of this Council, and that all deliberations of this Council and of any of its committees, which resulted in such formal actions, were in meetings open to the public in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

Section No. 4: That this Resolution is hereby declared to be an emergency measure, the emergency being the immediate preservation of the public health, safety, morals, convenience, and the general welfare of the community and to ensure prompt pursuit of funds to assist in abating the opioid epidemic through the City. Therefore, this Resolution shall be in full force and effect from and immediately after passage and approval by the Mayor.

PASSED: _____

President of Council

POSTED: _____

Approved

ATTEST: _____

Clerk of Council

Mayor

DRAFT

National Opioids Settlements: Alvogen, Amneal, Apotex, Hikma, Indivior, Mylan, Sun, Zydus
Opioids Implementation Administrator
opioidsparticipation@rubris.com

Avon Lake city, OH
Rubris Reference Number: CL-1767275

EXHIBIT

1

***TO LOCAL POLITICAL SUBDIVISIONS AND SPECIAL DISTRICTS:
THIS NOTICE CONTAINS IMPORTANT INFORMATION ABOUT NATIONAL OPIOID
SETTLEMENTS.***

SETTLEMENT OVERVIEW

Proposed nationwide settlement agreements ("Settlements") have been reached that would resolve opioid litigation brought by states, local political subdivisions, and special districts against eight opioids manufacturers, Alvogen, Amneal, Apotex, Hikma, Indivior, Mylan, Sun, and Zydus (the "Manufacturers"). Local political subdivisions and special districts are referred to as "subdivisions."

The Settlements require the settling Manufacturers to pay hundreds of millions of dollars to abate the opioid epidemic. The Settlements will provide a maximum of approximately \$720 million in cash to participating states and subdivisions to remediate and abate the impacts of the opioid crisis. Depending on participation by states and subdivisions, the Settlements require:

- Alvogen to immediately pay up to approximately \$19 million;
- Amneal to pay up to approximately \$74 million over 10 years, and to provide either approximately \$177 million of its generic version of the drug Narcan or up to an additional approximately \$44 million in cash;
- Apotex to immediately pay up to approximately \$65 million;
- Hikma to immediately pay up to approximately \$98 million, and to provide either approximately \$35 million of its naloxone product or up to an additional approximately \$7 million in cash;
- Indivior to pay up to approximately \$75 million over five years, a portion of which, at the election of the state, could be paid in the form of Indivior's branded buprenorphine and/or nalmefene products with a value of up to \$140 million.;
- Mylan to pay up to approximately \$290 million over nine years;
- Sun to immediately pay up to approximately \$32 million; and
- Zydus to immediately pay up to approximately \$15 million.

The Settlements also contain injunctive relief governing opioid marketing, sale, distribution, and/or distribution practices and require the Manufacturers to implement safeguards to prevent diversion of prescription opioids.

Each of the proposed settlements has two key participation steps.

First, each eligible state decides whether to participate in each Settlement. A list of participating states for each settlement can be found at <https://nationalopioidsettlement.com/>.

Second, eligible subdivisions within each participating state decide whether to participate in each Settlement. The more subdivisions that participate, the more funds flow to that state and its subdivisions. Any subdivision that does not participate cannot directly share in any of the settlement funds, even if the subdivision's state is settling and other participating subdivisions are sharing in settlement funds. If the state does not participate in a particular Settlement, the subdivisions in that state are not eligible to participate in that Settlement.

WHO IS RUBRIS INC. AND WHAT IS THE IMPLEMENTATION ADMINISTRATOR?

The Settlements provide that an Implementation Administrator will provide notice and manage the collection of participation forms. Rubris Inc. is the Implementation Administrator for these new Settlements and was also retained for the prior national opioid settlements.

WHY IS YOUR SUBDIVISION RECEIVING THIS NOTICE?

Your state has elected to participate in one or more of the Settlements, and your subdivision may participate in those Settlements in which your state has elected to participate. This notice is also sent directly to counsel for such subdivisions if the Implementation Administrator has their information.

If you are represented by an attorney with respect to opioid claims, please contact them.
Subdivisions can participate in the Settlements whether or not they filed a lawsuit or are represented.

WHERE CAN YOU FIND MORE INFORMATION?

Detailed information about the Settlements, including each settlement agreement, may be found at: <https://nationalopioidsettlement.com>. This website also includes information about how the Settlements are being implemented in most states and how funds will be allocated within your state.

You are encouraged to review the settlement agreement terms and discuss the terms and benefits with your counsel, your Attorney General's Office, and other contacts within your state. Information and documents regarding the Settlements and your state allocation can be found on the settlement website at <https://nationalopioidsettlement.com/>.

Your subdivision will need to decide whether to participate in the proposed Settlements, and subdivisions are encouraged to work through this process before the **October 8, 2025** deadline.

HOW DO YOU PARTICIPATE IN THE SETTLEMENTS?

The Settlements require that you take affirmative steps to "opt in" to the Settlements.

In the next few weeks, you will receive documentation and instructions from the Implementation Administrator or, in some cases, your Attorney General's Office. In order to participate in a settlement, a subdivision must sign and return the required Participation Form for that settlement.

Please add the following email addresses to your "safe" list so emails do not go to spam / junk folders: dse_na3@docusign.net and opioidsparticipation@rubris.com. Please monitor your email for the Participation Forms and instructions.

All required documentation must be signed and returned on or before **October 8, 2025**.

EXHIBIT**2****EXHIBIT K****Secondary Manufacturers' Combined Subdivision Participation and Release Form**
("Combined Participation Form")

Governmental Entity: Avon Lake city	State: OH
Authorized Official: Mayor Mark A. Spaetzel	
Address 1: 150 Avon Beldon Rd.	
Address 2:	
City, State, Zip: Avon Lake, OH 44012	
Phone: 440-933-6141	
Email: MSpaetzel@avonlake.om	

The governmental entity identified above ("*Governmental Entity*"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to each of the settlements which are listed in paragraph 1 below (each a "Secondary Manufacturer's Settlement" and collectively, "the Secondary Manufacturers' Settlements"), and acting through the undersigned authorized official, hereby elects to participate in each of the Secondary Manufacturers' Settlements, release all Released Claims against all Released Entities in each of the Secondary Manufacturers' Settlements, and agrees as follows.

1. The Participating Entity hereby elects to participate in each of the following Secondary Manufacturers' Settlements as a Participating Entity:
 - a. Settlement Agreement for Alvogen, Inc. dated April 4, 2025.
 - b. Settlement Agreement for Apotex Corp. dated April 4, 2025.
 - c. Settlement Agreement for Amneal Pharmaceuticals LLC dated April 4, 2025.
 - d. Settlement Agreement for Hikma Pharmaceuticals USA Inc. dated April 4, 2025.
 - e. Settlement Agreement for Indivior Inc. dated April 4, 2025.
 - f. Settlement Agreement for Viartis Inc. ("Mylan") dated April 4, 2025.
 - g. Settlement Agreement for Sun Pharmaceutical Industries, Inc. dated April 4, 2025.
 - h. Settlement Agreement for Zydus Pharmaceuticals (USA) Inc. dated April 4, 2025.
2. The Governmental Entity is aware of and has reviewed each of the Secondary Manufacturers' Settlements, understands that all capitalized terms not defined in this Combined Participation Form have the meanings defined in each of the Secondary Manufacturers' Settlements, and agrees that by executing this Combined Participation Form, the Governmental Entity elects to participate in each of the Secondary Manufacturers' Settlements and become a Participating Subdivision as provided in each of the Secondary Manufacturers' Settlements.
3. The Governmental Entity shall promptly, and in any event no later than 14 days after the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed against any Released Entity in each of the Secondary Manufacturers' Settlements. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity



authorizes the Plaintiffs' Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice for each of the manufacturers listed in paragraph 1 above substantially in the form found at <https://nationalopioidsettlement.com/additional-settlements/>.

4. The Governmental Entity agrees to the terms of each of the Secondary Manufacturers' Settlements pertaining to Participating Subdivisions as defined therein.
5. By agreeing to the terms of each of the Secondary Manufacturers' Settlements 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 each of the Secondary Manufacturers' Settlements solely for the purposes provided therein.
7. The Governmental Entity submits to the jurisdiction of the court and agrees to follow the process for resolving any disputes related to each Secondary Manufacturer's Settlement as described in each of the Secondary Manufacturers' Settlements.¹
8. The Governmental Entity has the right to enforce each of the Secondary Manufacturers' Settlements as provided therein.
9. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in each of the Secondary Manufacturers' Settlements, including without limitation all provisions related to release of any claims,² and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in his or her official capacity whether elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, 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 each of the Secondary Manufacturers' Settlements in any forum whatsoever. The releases provided for in each of the Secondary Manufacturers' Settlements are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities in each of the Secondary Manufacturers' Settlements the broadest possible bar against any liability relating in any way to Released

¹ See Settlement Agreement for Alvogen, Inc. Section VII.F.2; Settlement Agreement for Apotex Corp. Section VII.F.2; Settlement Agreement for Amneal Pharmaceuticals LLC Section VII.F.2; Settlement Agreement for Hikma Pharmaceuticals USA Inc. Section VII.F.2; Settlement Agreement for Indivior Section VI.F.2; Settlement Agreement for Mylan Section VI.F.2; Settlement Agreement for Sun Pharmaceutical Industries, Inc. Section VII.F.2; Settlement Agreement for Zydus Pharmaceuticals (USA) Inc. Section VII.F.2.

² See Settlement Agreement for Alvogen, Inc. Section XI; Settlement Agreement for Amneal Pharmaceuticals LLC Section X; Settlement Agreement for Apotex Corp. Section XI; Settlement Agreement for Hikma Pharmaceuticals USA Inc. Section XI; Settlement Agreement for Indivior Section X; Settlement Agreement for Mylan Section X; Settlement Agreement for Sun Pharmaceutical Industries, Inc. Section XI; Settlement Agreement for Zydus Pharmaceuticals (USA) Inc. Section XI.



Claims and extend to the full extent of the power of the Governmental Entity to release claims. Each of the Secondary Manufacturers' Settlements shall be a complete bar to any Released Claim against that manufacturer's Released Entities.

10. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in each of the Secondary Manufacturers' Settlements.
11. In connection with the releases provided for in each of the Secondary Manufacturers' Settlements, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims in each of the Secondary Manufacturers' Settlements, 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 each of the Secondary Manufacturers' Settlements.

12. The Governmental Entity understands and acknowledges that each of the Secondary Manufacturers' Settlements is an independent agreement with its own terms and conditions. Nothing herein is intended to modify in any way the terms of any of the Secondary Manufacturers' Settlements, to which Governmental Entity hereby agrees, aside from the exceptions in paragraph 13 below. To the extent this Combined Participation Form is interpreted differently from any of the Secondary Manufacturers' Settlements in any respect, the individual Secondary Manufacturer's Settlement controls.
13. For the avoidance of doubt, in the event that some but not all of the Secondary Manufacturers' Settlements proceed past their respective Reference Dates, all releases and other commitments or obligations shall become void *only as to* those Secondary Manufacturers' Settlements that fail to proceed past their Reference Dates. All releases and other commitments or obligations (including those contained in this Combined Participation Form) shall remain in full effect as to each Secondary Manufacturer's Settlement that proceeds past its Reference Date, and this Combined Participation Form need not be modified, returned, or destroyed as long as any Secondary Manufacturer's Settlement proceeds past its Reference Date.



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

Signature: _____

Name: Mark A. Spaetzel

Title: Mayor

Date: _____

