

**SECOND AMENDMENT TO RHODE ISLAND MEMORANDUM OF UNDERSTANDING  
BETWEEN THE STATE AND  
CITIES AND TOWNS RECEIVING OPIOID SETTLEMENT FUNDS**

The State of Rhode Island (the "State") and the Participating Cities and Towns entered into the Rhode Island Memorandum of Understanding Between the State and Cities and Towns Receiving Opioid Settlement Funds (the "R.I. MOU"), which became effective on January 21, 2022, and governs the allocation and use of the proceeds of Settlement Agreements as that term is defined in the R.I. MOU. On May 17, 2022 the Attorney General executed and made effective the First Amendment to the R.I. MOU (the "First Amendment"), which addressed the Teva and Allergan Settlement Agreements. This Second Amendment (the "Second Amendment") modifies the R.I. MOU pursuant to Section VII of the agreement and addresses the Pharmacy Settlement Agreements and the Endo Resolution.

**I. Amendment to Cover Additional Settlement Agreements**

The State and the Participating Cities and Towns agree to amend the R.I. MOU as follows:

A. The CVS Settlement Agreement, the Endo Resolution, the Walgreens Settlement Agreement, and the Walmart Settlement Agreement are Settlement Agreements under Section I.J of the R.I. MOU.

B. Section I, "Definitions" will be modified to add the following:

"N. "CVS Settlement Agreement" means an agreement between CVS Health Corporation and CVS Pharmacy, Inc., on the one hand, and certain Settling States and Participating Subdivisions on the other hand."

"O. "Endo Resolution" means the confirmation of the plan in the bankruptcy proceeding *In re Endo International plc., et al*, No-22-22549 (JLG) (Bankr. S.D. N.Y.), or similar resolution of opioid claims against Endo International plc for which the State will receive a payment or distribution in connection with claims similar to those released in the Settlement Agreements."

"P. "Walgreens Settlement Agreement" means an agreement between Walgreens, on the one hand, and certain Settling States and Participating Subdivisions on the other hand."

"Q. "Walmart Settlement Agreement" means an agreement between Walmart Inc., on the one hand, and certain Settling States and Participating Subdivisions on the other hand."

"R. "Pharmacy Settlement Agreements" means the CVS Settlement Agreement, the Walgreens Settlement Agreement, and the Walmart Settlement Agreement."

"H. "Participating City or Town" means an Eligible City or Town that is both (i) a signatory to this Agreement and (ii) an Initial Participating Subdivision as defined in

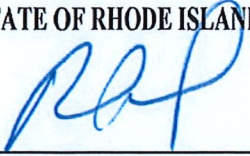
each Settlement Agreement and, for the purposes of the Teva and Allergan Settlement Agreements, and the Pharmacy Settlement Agreements is both (i) a signatory to the First Amendment and the Second Amendment and (ii) a Participating Subdivision as defined in those agreements. Together the Participating Cities or Towns are the “Participating Cities and Towns.”

- C. Section VI.A, “*Relationship of this Agreement to Other Agreements and Resolutions*” will be modified as follows, “The Parties acknowledge and agree the Distributor Settlement Agreement, the Janssen Settlement Agreement, the Teva and Allergan Settlement Agreements, ~~and the Allergan Settlement Agreement and the Pharmacy Settlement Agreements~~ will require Participating Cities and Towns to release all their claims against the settling defendants to receive Opioid Settlement Funds. The Parties further acknowledge and agree based on the terms of the Distributor Settlement Agreement, the Janssen Settlement Agreement, and the Teva and Allergan Settlement Agreements, and the Pharmacy Settlement Agreements that a Participating City or Town may receive funds pursuant to this Agreement only after complying with all the requirements set forth in the Distributor Settlement Agreement, the Janssen Settlement Agreement, ~~and the Teva and Allergan Settlement Agreements~~, and the Pharmacy Settlement Agreements to release the city or town’s claims. If another Settlement Agreement contains similar requirements, the Parties acknowledge that a Participating City or Town may receive funds pursuant to that agreement only after complying with all the requirements set forth in that agreement to release the city or town’s claims.”

## II. Related Terms

- A. *Relationship of this Amendment to Other Provisions.* Except as amended in this Second Amendment, all other provisions within the R.I. MOU shall remain in full force and effect.
- B. *Counterparts.* This Second Amendment may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.

STATE OF RHODE ISLAND



Peter F. Neronha  
Attorney General

Date: 4-28-2023

The Participating Cities and Towns

Town of Barrington, RI

CITY/TOWN

Signature: Philip Hervey

By: Philip Hervey

Title: Town Manager Date: 3/27/23

BRISTOL TOWN, RI

Reference Number: CL-390996

DocuSigned by:  
Signature: Steven Contente  
1652CAE51B3144D...

Name: Steven Contente

Title: Town Administrator

Date: 3/2/2023

BURRILLVILLE TOWN, RI

Reference Number: CL-391010

Signature: Michael C. Wood

Name: Michael C. Wood

Title: TOWN MANAGER

Date: 3/9/2023

Central Falls city, RI

Reference Number: CL-391002

Signature: Maria Rivera

Name: Maria Rivera

Title: Mayor

Date: 3-15-23

CHARLESTOWN TOWN, RI

Reference Number: CL-391018

DocuSigned by:  
Signature: Deborah Carney  
F09A7622559040D...

Name: Deborah Carney

Title: President, Charlestown Town Council

Date: 3/31/2023

COVENTRY TOWN, RI

Reference Number: CL-390993


Signature: Daniel Parrillo

Name: Daniel Parrillo

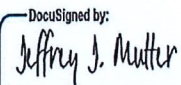
Title: Town Manager

Date: 4/3/23

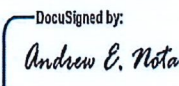
Cranston city, RI  
Reference Number: CL-391005

Signature:   
Name: CHRISTOPHER J MILLEA  
Title: SOLICITOR  
Date: 4.11.23

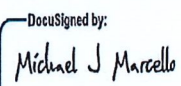
CUMBERLAND TOWN, RI  
Reference Number: CL-391013

DocuSigned by:  
Signature:   
Name: Jeffrey J. Mutter  
Title: Mayor  
Date: 3/27/2023

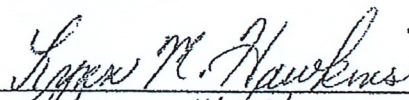
EAST GREENWICH TOWN, RI  
Reference Number: CL-390994

DocuSigned by:  
Signature:   
Name: Andrew E. Nota  
Title: Town Manager  
Date: 2/18/2023

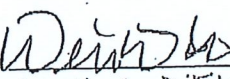
East Providence city, RI  
Reference Number: CL-391008

DocuSigned by:  
Signature:   
Name: Michael J Marcello  
Title: City Solicitor  
Date: 3/24/2023

EXETER TOWN, RI  
Reference Number: CL-391020

Signature:   
Name: LYNN M. HAWKINS  
Title: TOWN CLERK  
Date: 3/9/2023

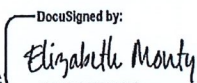
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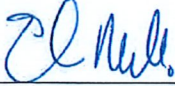
Signature:   
Name: DENISE L. DIFRANCO  
Title: Town Council President  
Date: 2/23/23

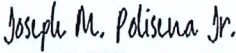
GLOCESTER TOWN, RI  
Reference Number: CL-391011


DocuSigned by:  
Signature:   
Name: Jean Fecteau  
Title: Town Clerk  
Date: 2/27/2023

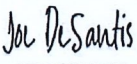
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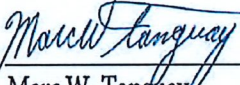
DocuSigned by:  
Signature:   
Name: ELizabeth Monty  
Title: Finance Director  
Date: 3/24/2023

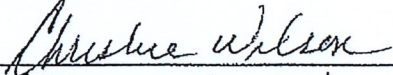
JAMESTOWN  
CITY/TOWN  
Signature:   
By: EDWARD A. MELLO  
Title: INTERIM TOWN ADMINISTRATOR Date: 4/4/2023

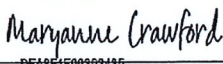
JOHNSTON TOWN, RI  
Reference Number: CL-391015  
DocuSigned by:  
Signature:   
Name: Joseph M. Polisen, Jr.  
Title: Mayor  
Date: 4/11/2023

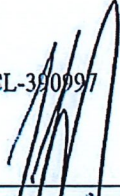
Lincoln  
CITY/TOWN  
Signature:   
By: \_\_\_\_\_  
Title: Town Administrator Date: 3/21/23

LITTLE COMPTON TOWN, RI  
Reference Number: CL-391001  
DocuSigned by:  
Signature:   
Name: JOSEPH DESANTIS  
Title: FINANCE DIRECTOR  
Date: 2/21/2023

MIDDLETOWN TOWN, RI  
Reference Number: CL-391000  
Signature:   
Name: Marc W. Tanguay  
Title: Finance Director  
Date: March 13, 2023

NARRAGANSETT TOWN, RI  
Reference Number: CL-391021  
Signature:   
Name: CHRISTINE WILSON  
Title: FINANCE DIRECTOR  
Date: 2/23/2023

NEW SHOREHAM TOWN, RI  
Reference Number: CL-391030  
DocuSigned by:  
Signature:   
Name: Maryanne Crawford  
Title: Town Manager  
Date: 3/28/2023

Newport city, RI  
Reference Number: CL-390997  
Signature:   
Name: Joseph J. Nicholson, Jr.  
Title: City manager  
Date: 3/24/23

NORTH KINGSTOWN TOWN, RI  
Reference Number: CL-391024

DocuSigned by:  
*A. Ralph Mollis*  
Signature: \_\_\_\_\_  
Name: A Ralph Mollis  
Title: Town Manager, Town of North Kingstown RI  
Date: 3/22/2023

NORTH PROVIDENCE TOWN, RI  
Reference Number: CL-391022

DocuSigned by:  
*Charles Lombardi*  
Signature: \_\_\_\_\_  
Name: Charles A. Lombardi  
Title: Mayor  
Date: 4/5/2023

NORTH SMITHFIELD TOWN, RI  
Reference Number: CL-391016

DocuSigned by:  
*Antony St. Onge*  
Signature: \_\_\_\_\_  
Name: Antony St. Onge  
Title: Finance Director  
Date: 3/29/2023

Pawtucket city, RI  
Reference Number: CL-391004

DocuSigned by:  
*Jeannine Bourski*  
Signature: \_\_\_\_\_  
Name: Jeannine S. Bourski  
Title: Acting Finance Director  
Date: 3/17/2023

PORTSMOUTH TOWN, RI  
Reference Number: CL-391003

DocuSigned by:  
*Kevin P. Gavin*  
Signature: \_\_\_\_\_  
Name: Kevin P. Gavin  
Title: Portsmouth Town Solicitor  
Date: 2/19/2023

Providence city, RI  
Reference Number: CL-391006

Signature: \_\_\_\_\_  
Name: Jeff Dana  
Title: City Solicitor  
Date: 3-6-23

RICHMOND TOWN, RI  
Reference Number: CL-391023

DocuSigned by:  
*Karen D. Pinch*  
Signature: \_\_\_\_\_  
Name: Karen D. Pinch  
Title: Town Administrator with authority of Town Council  
Date: 3/23/2023

SCITUATE TOWN, RI  
Reference Number: CL-391019

DocuSigned by:  
*Abbie Groves*  
Signature: \_\_\_\_\_  
Name: Abbie Groves  
Title: Scituate Town Council President  
Date: 4/3/2023

SMITHFIELD TOWN, RI  
Reference Number: CL-391017

DocuSigned by:  
*Randy R. Rossi*  
Signature: 457F6CF94BAC45E...  
Name: Randy R Rossi  
Title: Town Manager  
Date: 2/21/2023

SOUTH KINGSTOWN TOWN, RI  
Reference Number: CL-391025

DocuSigned by:  
*Michael Ursillo*  
Signature: F01380C3B2E442E...  
Name: michael ursillo  
Title: solicitor  
Date: 2/20/2023

TIVERTON TOWN, RI  
Reference Number: CL-391007

DocuSigned by:  
*Michael J Marcello*  
Signature: B06E12924323421...  
Name: Michael J Marcello  
Title: Town Solicitor  
Date: 3/28/2023

WARREN TOWN, RI  
Reference Number: CL-390988

DocuSigned by:  
*Kate Michaud*  
Signature: 9C0537970D9E451...  
Name: Kate Michaud  
Title: Town Manager  
Date: 2/21/2023

Warwick city, RI  
Reference Number: CL-390990

DocuSigned by:  
*Michael Ursillo*  
Signature: F01380C3B2E442E...  
Name: Michael Ursillo  
Title: Solicitor  
Date: 2/20/2023

WEST GREENWICH TOWN, RI  
Reference Number: CL-390992

DocuSigned by:  
*Michael Ursillo*  
Signature: F01380C3B2E442E...  
Name: Michael Ursillo  
Title: Town Solicitor  
Date: 2/20/2023

WEST WARWICK TOWN, RI  
Reference Number: CL-390998

DocuSigned by:  
*Mark Knott*  
Signature: B785EBD04B514FD...  
Name: Mark A. Knott  
Title: Town Manager  
Date: 2/23/2023

WESTERLY TOWN, RI  
Reference Number: CL-391033

DocuSigned by:  
*Shawn Lacey*  
Signature: 3C50BEFEC110407...  
Name: Shawn Lacey  
Title: Town Manager - Town of Westerly  
Date: 2/17/2023

Woonsocket city, RI  
Reference Number: CL-391009

DocuSigned by:  
*Michael J. Lepizzera Jr.*  
Signature: D9E8EEAC45F348F...  
Name: Michael J. Lepizzera, Jr.  
Title: City Solicitor  
Date: 4/10/2023