



## A. Call To Order

Zachary Haigis

President, Board of Commissioners

## B. Roll Call

Commissioner Stump

Commissioner Atwood

Commissioner Gray

Commissioner Zona

Commissioner Wengrzyn

Commissioner Gass

Commissioner Haigis

## C. Pledge Of Allegiance

## D. Citizen's Input

## E. Work Session Discussion Topics

### 1. HVAC Warranty - Discussion

Documents:

[HVAC WARRANTY.PDF](#)

## 2. Opioid Settlement Agreement - Discussion

Documents:

[OPIOID SETTLEMENT AGREEMENT.PDF](#)

## 3. Waste Management Automated Transition - Discussion

## F. Planning / Engineering Topics

1. Please Note The Planning Commission Meeting Is On Monday, January 10th

## G. Old Business

## H. Further Board Comments

## I. Adjournment

# Memorandum

To: Board of Commissioners



Date: December 29, 2021

From: Michael Turley

A handwritten signature in black ink, appearing to read "M. Turley", is written over the printed name "Michael Turley".

CC:

RE: HVAC Warranties

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After some discussion with the Contractor for the HVAC work, I have some updated information regarding the question of extended warranties. Currently there is a 1 year parts and labor warranty on all work after date of substantial completion. Warranty for the air handler is not recommended. They are basically a motor and coil and an air supply box which can be bought and replaced locally.

The Chiller could be considered for extended warranty. This unit has compressors and control components that could go bad. The supplier as presented through our Contractor are only recommending a parts warranty for the chiller. A 5-year parts warranty including compressor or circuit board or motors is \$3,250. A 5-year compressor only warranty is \$2,200. These warranties would have to be in place before the chiller leaves the factory which is scheduled for late January. So if an action were to be taken it should be at the January meeting.

The Contractor has said they don't get this request very often. It is likely that extended warranties may occasionally be written into the specifications. I don't have a recommendation except to share the Contractor's view that he doesn't often see this request and if we consider it – we should consider what the Supplier has offered related to the chiller parts and the two options. I think extended warranties are Often personal preferences. Myself, I rarely if ever purchase them, but acknowledge they could end up being beneficial.

**OFFICIAL**

**TOWNSHIP OF NORTH HUNTINGDON**

**RESOLUTION NO. 1 OF 2022**

*Authorizing the Township of North Huntingdon to Enter into the Settlement Agreements with McKesson Corporation, Cardinal Health, Inc., AmerisourceBergen Corporation, Johnson & Johnson, Janssen Pharmaceuticals, Inc., Ortho-McNeil-Janssen Pharmaceuticals, Inc., and Janssen Pharmaceutica, Inc., and Agree to the Terms of the Pennsylvania Opioid Misuse and Addiction Abatement Trust.*

**WHEREAS**, the United States is facing an ongoing public health crisis of opioid abuse, addiction, overdose, and death. The Commonwealth of Pennsylvania and Pennsylvania local governments spend billions of dollars each year to address the direct consequences of this crisis; and

**WHEREAS**, since at least 2017, state and local governments in Pennsylvania and around the United States have been pursuing investigations and litigation against certain manufacturers, distributors, and retailers of opioid pharmaceuticals (the “Opioid Defendants”) in an effort to hold the Opioid Defendants financially responsible for the impact of the opioid epidemic on the County of Westmoreland and to recover resources necessary to combat the opioid epidemic; and

**WHEREAS**, negotiations to settle claims against several of the Opioid Defendants, specifically McKesson Corporation, Cardinal Health, Inc., AmerisourceBergen Corporation, Johnson & Johnson, Janssen Pharmaceuticals, Inc., Ortho-McNeil-Janssen Pharmaceuticals, Inc., and Janssen Pharmaceutica, Inc. (the “Settling Defendants”) have been ongoing for several years; and

**WHEREAS**, negotiations with the Settling Defendants have resulted in proposed nationwide settlements of state and local government claims to settle the litigation; and

**WHEREAS**, the proposed terms of those proposed nationwide settlements have been set forth in the Distributors Master Settlement Agreement and the J&J Master Settlement Agreement (collectively “Settlement Agreements”); and

**WHEREAS**, copies of the Settlement Agreements as well as summaries of the main terms of the Settlement Agreements have been provided to the County; and

**WHEREAS**, the Settlement Agreements provide, among other things, for the payment of a certain sum to settling government entities in Pennsylvania including to the Commonwealth of Pennsylvania and Participating Subdivisions upon occurrence of certain events as defined in the Settlement Agreements (“Pennsylvania Opioid Funds”); and

**WHEREAS**, Pennsylvania local governments as well as the attorneys representing those local governments have engaged in extensive discussions with the Commonwealth’s Office of Attorney General (“OAG”) as to how the Pennsylvania Opioid Funds will be allocated, which has resulted in the Proposed Pennsylvania Opioid Misuse and Addiction Abatement Trust (the “Trust”); and

**WHEREAS**, a copy of the Trust has been provided to the County; and

**WHEREAS**, the Trust proposes to allocate the Pennsylvania Opioid Funds 15% to a Commonwealth Account; 70% to local governments in a County Abatement Account; and 15% to a Litigating Subdivision Account. For the avoidance of doubt, all funds allocated to Pennsylvania from the Settlements will be combined pursuant to the Trust, and 15% of that total shall be allocated to the Commonwealth of Pennsylvania (the “Commonwealth of Pennsylvania Account”), 70% to the County Abatement Account (“County Abatement Account Allocation”), and 15% to the Litigating Subdivision Account (“Litigating Subdivision Account”); and

**WHEREAS**, the Counties and Litigating Subdivisions, their Associations, such as the County Commissioners Association of Pennsylvania, and Counsel for the Subdivisions have participated in a series of meetings to draft allocation formulas. Those meetings have resulted in allocation formulas for the County Abatement Account and the Litigating Subdivision Account and established a Local Allocation Share under each Account for Eligible Local Subdivisions; and

**WHEREAS**, the County will receive its Local Allocation share only when it becomes a Participating Subdivision by signing the Participation Agreements to the Settlements.

**NOW, THEREFORE, BE IT RESOLVED:** the Township of North Huntingdon through its Board of Commissioners approves and authorizes to settle and release the County’s claims against the Settling Defendants in exchange for the consideration set forth in the Settlement Agreements and Trust Agreement including taking the following measures:

1. The execution of the Participation Agreement to the Distributors Settlement Agreement and any and all documents ancillary thereto.
2. The execution of the Participation Agreement to the Janssen Settlement Agreement and any and all documents ancillary thereto.
3. The execution of the Pennsylvania Subdivision Intrastate Allocation Participation Form agreeing to the allocations to the County Abatement and Litigating Subdivision Accounts and agreeing to be a beneficiary of the Pennsylvania Opioid Misuse and Addiction Abatement Trust.

**BE IT FURTHER RESOLVED** that all actions heretofore taken by the Board of Commissioners of the Township of North Huntingdon with respect to the matters contemplated under this Resolution are hereby ratified, confirmed and approved.

Adopted by the Township of North Huntingdon of Westmoreland County on this 19<sup>th</sup> day of January, 2022, with a quorum being present.

TOWNSHIP OF NORTH HUNTINGDON

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Zachary J. Haigis, President  
Board of Commissioners

ATTEST:

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Michael Turley, Township Secretary