

Settlement Participation Form

Governmental Entity:	State:
Authorized Signatory:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above (“Governmental Entity”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated July 21, 2021 (“Distributor Settlement”), and acting through the undersigned authorized official, hereby elects to participate in the 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 Distributor Settlement, understands that all terms in this Election and Release have the meanings defined therein, and agrees that by this Election, the Governmental Entity elects to participate in the Distributor Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall, within 14 days of the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed.
3. The Governmental Entity agrees to the terms of the Distributor Settlement pertaining to Subdivisions as defined therein.
4. By agreeing to the terms of the 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.
5. The Governmental Entity agrees to use any monies it receives through the Distributor Settlement solely for the purposes provided therein.
6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity’s state where the Consent Judgment is filed for purposes limited to that court’s role as provided in, and for resolving disputes to the extent provided in, the Distributor Settlement.
7. The Governmental Entity has the right to enforce the Distributor Settlement as provided therein.

8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the 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 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 Distributor Settlement shall be a complete bar to any Released Claim.
9. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the Distributor Settlement.
10. In connection with the releases provided for in the 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 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 Distributor Settlement.

11. Nothing herein is intended to modify in any way the terms of the Distributor Settlement, to which Governmental Entity hereby agrees. To the extent this Election and Release is interpreted differently from the Distributor Settlement in any respect, the Distributor Settlement controls.

I swear under penalty of perjury that I have all necessary power and authorization to execute this Election and Release on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____

Settlement Participation Form

Governmental Entity:	State:
Authorized Signatory:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

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

1. The Governmental Entity is aware of and has reviewed the Janssen Settlement, understands that all terms in this Election and Release have the meanings defined therein, and agrees that by this Election, the Governmental Entity elects to participate in the Janssen Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall, within 14 days of the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed.
3. The Governmental Entity agrees to the terms of the Janssen Settlement pertaining to Subdivisions as defined therein.
4. By agreeing to the terms of the Janssen 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.
5. The Governmental Entity agrees to use any monies it receives through the Janssen Settlement solely for the purposes provided therein.
6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity’s state where the Consent Judgment is filed for purposes limited to that court’s role as provided in, and for resolving disputes to the extent provided in, the Janssen Settlement.
7. The Governmental Entity has the right to enforce the Janssen Settlement as provided therein.

8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Janssen Settlement, including but not limited to all provisions of Section IV (Release), 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 Janssen 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 Janssen Settlement shall be a complete bar to any Released Claim.
9. In connection with the releases provided for in the Janssen 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 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 Janssen Settlement.

10. Nothing herein is intended to modify in any way the terms of the Janssen Settlement, to which Governmental Entity hereby agrees. To the extent this Election and Release is interpreted differently from the Janssen Settlement in any respect, the Janssen Settlement controls.

I swear under penalty of perjury that I have all necessary power and authorization to execute this Election and Release on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____



57640 North Eleventh Street
Calumet, MI 49913
Ph. (906) 337-3018
Fax (906) 337-2930
rel@relinc.com
www.relinc.com

Dear Mr. Chairman,

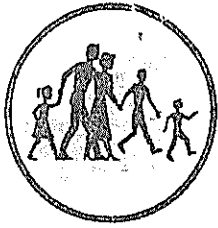
REL would like to place a bid for the cardboard bailer at the Houghton County Transfer Station. REL Inc, by the way of this email, would like to bid \$1,000.00 US Dollars to purchase the unit. REL would also bear the cost for rigging and removing the said equipment from the sight within a timeframe you specify. Thank you in advance for considering this bid.

Respectfully,

Josh

A handwritten signature in black ink, appearing to read "Josh Loukus", with a long horizontal flourish extending to the right.

Josh Loukus Ph.D.
President
REL Inc.
57640 North Eleventh St.
Calumet MI, 49913
906-337-3018 ext. 325 (phone)
906-369-5674 (cell)
906-337-2930 (fax)



COPPER COUNTRY MENTAL HEALTH SERVICES

SERVING BARAGA, HOUGHTON, KEWEENAW & ONTONAGON COUNTIES

November 10, 2021

Ms. Jennifer Kelly
Houghton County Clerk
Houghton County Courthouse
401 E. Houghton Avenue
Houghton, MI 49931

RE: Copper Country Mental Health Board Members Appointments

Dear Ms. Kelly;

We have recently had two members from Houghton County, Zach Edgerton and Catherine Paavola, resign from the Copper Country Mental Health Services Board of Directors.

The CCMH Board Chair and Vice-Chair have interviewed Julie Farmer and Richard Herrala and are requesting that the Houghton County Board of Commissioners appoint both for terms ending March 31, 2024.

Please feel free to call me if you need any further information.

Thank you for your assistance.

Sincerely,

Carilyn Raboin, MS, LLP
Executive Director

*11/10 29:10
Sent up stairs*

Houghton County	Keweenaw County	Baraga County	Ontonagon County	Training & Prevention
RICE MEMORIAL CENTER 901 W. Memorial Drive Houghton, MI 49931 (906) 482-9400 Fax: (906) 482-9794	CALUMET (CLK) CENTER 56938 Calumet Avenue Calumet, MI 49913 (906) 337-5810 Fax: (906) 337-2108	BARAGA CO CENTER 15644 Skanee Road L'Anse, MI 49946-9003 (906) 524-5885 Fax: (906) 524-5866	ONTONAGON CO CENTER 515 Quartz Street Ontonagon, MI 49953 (906) 884-4804 Fax: (906) 884-4856	THE INSTITUTE 900 West Sharon Avenue Houghton, MI 49931 (906) 482-4880 Fax: (906) 482-7657

COHL, STOKER & TOSKEY, P.C.
ATTORNEYS AND COUNSELORS
601 NORTH CAPITOL AVENUE
LANSING, MICHIGAN 48933
(517) 372-9000

SHAREHOLDERS
PETER A. COHL
DAVID G. STOKER
BONNIE G. TOSKEY
ROBERT D. TOWNSEND
TIMOTHY M. PERRONE
MATTIS D. NORDFJORD
GORDON J. LOVE

ASSOCIATES
COURTNEY A. GABBARA
SARAH K. OSBURN
CHRISTIAN K. MULLETT
DONALD J. KULHANEK

OF COUNSEL
RICHARD D. McNULTY

IMPORTANT CLIENT UPDATE

The Michigan Legislature enacted and the Governor signed Senate Bill 1246 as 2020 Public Act 254, which modified the Open Meetings Act, 1976 PA 267 (OMA), effective last December 23, 2020. These revisions were made to address the continuation of remote attendance to meetings open to the public.

Specifically, public bodies were allowed to hold wholly or partly electronic meetings by telephonic or video conferencing through December 31, 2021, to accommodate members of the public body absent due to (a) military duty, (b) a medical condition, or (c) a statewide or local state of emergency or state of disaster declared pursuant to law or charter or local ordinance by the governor or a local official, governing body, or chief administrative officer that would put the personal health and/or safety of the public body or members of the public at risk if held in person.

However, **effective January 1, 2022**, the only legal basis for a member of a public body to participate in a meeting via telephonic or video conferencing as a member of the public body (i.e., to vote, to be counted toward a quorum, or to deliberate toward a decision), is if that member is absent due to military duty. This amendment to the OMA eliminates the previously permissive practice of a public body allowing its members to participate and vote remotely if a physical quorum was present. (A public meeting could still have a partial "hybrid" remote component at the public body's option to allow members of the public and/or staff to attend and participate remotely if they can be heard by all persons attending the meeting. However, during such a hybrid meeting, board members ***must*** be present to be counted as part of the quorum, to vote, and to otherwise participate in a meeting as a member of the public body.)

County Boards of Commissioners and other public bodies are encouraged to modify their Bylaws, Board Rules, and procedures as needed to be consistent with the OMA, as amended.

Should you have questions or require assistance, please do not hesitate to contact our Office.

Cohl, Stoker & Toskey, P.C.
601 N. Capitol Ave.
Lansing, MI 48933
(517) 372-9000

November 29, 2021