

# March 2016

| Sunday  | Monday   | Tuesday  | Wednesday  | Thursday  | Friday | Saturday |
|---|--|--|--|---|--------|----------|
|   |  | 1<br>COUNCIL 7:30<br>CAUCUS 7:15<br>STREETS, STORM<br>WATER, UTILITIES<br>6:00 | 2<br>PLANNING<br>COMMISSION<br>7:00<br>CAUCUS 6:45   | 3<br><b>CHARTER<br/>REVIEW COMM.<br/>MTG. 6:00<br/>COMM. ROOM #1</b>                      | 4      | 5        |
| 6   | 7  | 8  | 9  | 10<br><b>RECORDS<br/>COMMISSION<br/>MEETING<br/>9:00 a.m.</b>                             | 11     | 12       |
| 13<br>DAYLIGHT<br>SAVINGS TIME<br>BEGINS<br> | 14<br>CIVIL SERVICE<br>COMM 4:00<br>(COMMUNITY<br>ROOM #2) | 15<br>COUNCIL 7:30<br>CAUCUS 7:15<br>B&BC, FINANCE<br>AND SAFETY<br>6:00       | 16 <b>CHARTER<br/>REVIEW COMM.<br/>MTG. 6:00<br/>COMM. ROOM #1</b><br>PLANNING<br>COMMISSION 7:00<br>CAUCUS 6:45 | 17<br> | 18     | 19       |
| 20<br>SPRING<br>BEGINS  | 21   | 22   | 23   | 24<br>BZA 7:00<br>CAUCUS 6:45   | 25     | 26       |
| 27<br><br>EASTER<br>SUNDAY                 | 28   | 29<br>REC BOARD<br>6:00  | 30   | 31  |        |          |

All meetings will be held at City Hall 14600 State Road, unless otherwise noted.

# April 2016

| Sunday | Monday   | Tuesday  | Wednesday  | Thursday   | Friday | Saturday |
|--------|--|--|--|--|--------|----------|
|        |  |  |  |  | 1      | 2        |
| 3      | 4  | 5<br>COUNCIL 7:30<br>CAUCUS 7:15<br>STREETS, STORM<br>WATER, UTILITIES<br>& R&O 6:00 | 6<br>PLANNING<br>COMMISSION<br>7:00<br>CAUCUS 6:45   | 7<br><b>CHARTER<br/>REVIEW COMM.<br/>MTG.<br/>6:00 COMM.<br/>ROOM #1</b> | 8      | 9        |
| 10     | 11<br>CIVIL SERVICE<br>COMM 4:00<br>(COMMUNITY<br>ROOM #2) | 12   | 13   | 14   | 15     | 16       |
| 17     | 18   | 19<br>COUNCIL 7:30<br>CAUCUS 7:15<br>B&BC, FINANCE<br>AND SAFETY 6:00                | 20 <b>CHARTER<br/>REVIEW COMM.<br/>MTG. 6:00<br/>COMM. ROOM #1</b><br>PLANNING<br>COMMISSION 7:00<br>CAUCUS 6:45 | 21   | 22     | 23       |
| 24     | 25   | 26<br>REC BOARD<br>6:00  | 27   | 28<br>BZA 7:00<br>CAUCUS 6:45  | 29     | 30       |

All meetings will be held at City Hall 14600 State Road, unless otherwise noted.

**NORTH ROYALTON CITY COUNCIL  
A G E N D A  
MARCH 15, 2016**

7:15 p.m. Caucus

Council Meeting 7:30 p.m.

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**REGULAR ORDER OF BUSINESS**

1. Call to Order.
2. Opening Ceremony (Pledge of Allegiance).
3. Roll Call.
4. Approval of Consent Agenda: Items listed under the Consent Agenda are considered routine. Each item will be read individually into the record and the Consent Agenda will then be enacted as a whole by one motion and one roll call. There will be no separate discussion of these items. If discussion by Council is desired on any Consent Agenda item, or if discussion is requested by the public on any legislative item on the Consent Agenda, that item will be removed from the Consent Agenda and considered in its normal sequence under the Regular Order of Business.
  - a. Approval of Minutes: March 1, 2016.
  - b. Legislation: Introduce, suspend rules requiring 3 readings and referral to committee, and adopt those legislative items indicated with an asterisk (\*).
5. Communications.
6. Mayor's Report.
7. Department Head Reports.
8. President of Council's Report.
9. Committee Reports:

|                           |                    |
|---------------------------|--------------------|
| Building & Building Codes | John Nickell       |
| Finance                   | Larry Antoskiewicz |
| Review & Oversight        | Dan Kasaris        |
| Safety                    | Gary Petrusky      |
| Storm Water               | Dan Langshaw       |
| Streets                   | Steve Muller       |
| Utilities                 | Paul Marnecheck    |
10. Report from Council Representatives to regulatory or other boards:

|                         |                    |
|-------------------------|--------------------|
| Board of Zoning Appeals | Dan Kasaris        |
| Planning Commission     | Larry Antoskiewicz |
| Recreation Board        | Paul Marnecheck    |
11. Public Discussion: Five minute maximum, on current agenda legislation only.
12. LEGISLATION

**FIRST READING CONSIDERATION**

- \* 1. **16-56** - A RESOLUTION COMMENDING ANDREW JOSEPH FURIO ON THE ATTAINMENT OF THE RANK OF EAGLE SCOUT.
- \* 2. **16-57** - AN ORDINANCE ESTABLISHING A YMCA CAPITAL RESERVE FUND, AND DECLARING AN EMERGENCY.
- \* 3. **16-58** - AN ORDINANCE AUTHORIZING THE MAYOR AND FINANCE DIRECTOR TO ENTER INTO A DEPOSITORY AGREEMENT WITH FIRST NATIONAL BANK FOR THE DEPOSIT OF ACTIVE, INACTIVE OR INTERIM PUBLIC FUNDS, AND DECLARING AN EMERGENCY.

- \* 4. **16-59** - AN ORDINANCE APPROVING THE EDITING AND INCLUSION OF CERTAIN ORDINANCES AS PARTS OF THE VARIOUS COMPONENT CODES OF THE CODIFIED ORDINANCES; PROVIDING FOR THE ADOPTION OF NEW MATTER IN THE UPDATED AND REVISED CODIFIED ORDINANCES; PROVIDING FOR THE PUBLICATION OF SUCH NEW MATTER; REPEALING ORDINANCES AND RESOLUTIONS IN CONFLICT THEREWITH; AND DECLARING AN EMERGENCY.
5. **16-60** - AN ORDINANCE AMENDING ORDINANCE 13-25 AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH THE NORTHEAST OHIO REGIONAL SEWER DISTRICT TO SETTLE ONGOING LITIGATION AND TO RESOLVE THE ISSUES OF BILLING FOR NORTH ROYALTON SEWER DISTRICT "C" CUSTOMERS IN ORDER TO INCLUDE ALL CITY STORM WATER DISTRICTS WITHIN THE NEORS D REGIONAL STORM WATER MANAGEMENT PROGRAM, AND DECLARING AN EMERGENCY.
6. **16-61** - AN ORDINANCE AMENDING ORDINANCE 13-91 AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH THE NORTHEAST OHIO REGIONAL SEWER DISTRICT FOR A REGIONAL STORMWATER MANAGEMENT PROGRAM IN ORDER TO INCLUDE ALL CITY STORM WATER DISTRICTS WITHIN THE NEORS D REGIONAL STORM WATER MANAGEMENT PROGRAM, AND DECLARING AN EMERGENCY.
7. **16-62** - AN ORDINANCE AMENDING THE CODIFIED ORDINANCES OF THE CITY OF NORTH ROYALTON, PART TWO ADMINISTRATION CODE, CHAPTER 214 GENERAL FEE SCHEDULE, SECTION 214.06 FEES IN THE STREETS, UTILITIES AND PUBLIC SERVICES CODE, BY AMENDING PARAGRAPH (h), AND DECLARING AN EMERGENCY.
8. **16-63** - AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH THE OHIO ATTORNEY GENERAL FOR CERTAIN DELINQUENT DEBT COLLECTION AND TO DELEGATE DISCRETION, IN CONNECTION WITH COLLECTIONS OF EMS BILLINGS, AND DECLARING AN EMERGENCY.
13. Miscellaneous.
14. Adjournment.







**MEMORANDUM OF AGREEMENT  
OF ACTIVE, INTERIM, & INACTIVE DEPOSITS**

Agreement made as of \_\_\_\_\_ between **First National Bank** (Bank) and the **City of North Royalton** (Depositor).

Depositor hereby confirms that it has designated Bank as a public depository of its active, interim and inactive deposits for the period of designation from April 1, 2016 to May 31, 2021; both dates inclusive.

**ACTIVE DEPOSITS**

- a. Bank agrees to accept active deposits for deposit from depositor such sums during the period of designation as Depositor may from time to time deposit to the credit of Depositor's active deposits account subject to Bank's rules and regulations from time to time in effect for commercial accounts. Bank agrees to keep such sums on deposit pending payment thereof to Depositor or Depositor's order.
- b. Bank agrees that the sums deposited to the credit of Depositor's active deposits account may be drawn against and paid by check executed by such authorized person or persons and according to such procedure as Depositor may from time to time designate and prescribe in writing. Depository must be notified in writing if designated person or persons change.
- c. Bank agrees to supply to Depositor's treasurer each month only during the period of designation a statement of the daily activity in and the balance of Depositor's active deposits account for that month.
- d. The maximum dollar amount of such public monies on deposit as active, inactive or interim deposits at any one time during the period covered by this designation is **\$25,000,000**.

**INTERIM AND INACTIVE DEPOSITS**

- a. Whenever any interim or inactive deposits of Depositor are awarded to and accepted by Bank pursuant of Chapter 135, of the Ohio Revised Code, the deposits shall be evidenced by Bank's certificate of deposit or evidence thereof, bearing interest at such rates as may be agreed upon by Bank and Depositor prior to the issuance of said certificate or evidence thereof and as agreed to in writing by Bank and Depositor. Interim deposits may have a term of up to one year. Inactive deposits may have a term ending at the close of the period of designation given above.

**PLEGGED COLLATERAL – OHIO REVISED CODE CHAPTER 135**

Bank agrees to secure its obligations under this agreement and its other obligations as a public depository of Depositor's active, interim, and inactive deposits by depositing with safekeeping trustees, Federal Reserve Bank of Cleveland, or any other eligible trustee, eligible securities in the amount and in the manner required by the Ohio Uniform Depository Act (Chapter 135, Ohio Revised Code). Depositor hereby authorizes Bank on a continuing basis during the term of designation to substitute securities for those then deposited with such trustees, provided only that the securities being deposited be eligible securities having a current market value equal or greater than the current market value of the securities for which they are to be substituted. Each substitution may be made without any prior notice or approval of Depositor.

**City of North Royalton**

**FIRST NATIONAL BANK**

\_\_\_\_\_  
Authorized Signer

\_\_\_\_\_  
Authorized Signer

\_\_\_\_\_  
Name/Title

Jim English, AVP Treasury Management Officer

\_\_\_\_\_  
Authorized Signer

\_\_\_\_\_  
Name/Title

AN ORDINANCE APPROVING THE EDITING AND INCLUSION OF CERTAIN ORDINANCES AS PARTS OF THE VARIOUS COMPONENT CODES OF THE CODIFIED ORDINANCES; PROVIDING FOR THE ADOPTION OF NEW MATTER IN THE UPDATED AND REVISED CODIFIED ORDINANCES; PROVIDING FOR THE PUBLICATION OF SUCH NEW MATTER; REPEALING ORDINANCES AND RESOLUTIONS IN CONFLICT THEREWITH; AND DECLARING AN EMERGENCY

WHEREAS: American Legal Publishing Corporation has completed its annual updating and revision of the Codified Ordinances of the City; and

WHEREAS: Various ordinances of a general and permanent nature that have been passed by Council since the date of the last updating and revision of the Codified Ordinances have been included in the Codified Ordinances of the City; and

WHEREAS: Certain changes were made in the Codified Ordinances to bring City law into conformity with State law.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF NORTH ROYALTON, COUNTY OF CUYAHOGA AND STATE OF OHIO, THAT:

Section 1. The editing, arrangement and numbering or renumbering of the following ordinances and parts of ordinances are hereby approved as parts of the various component codes of the Codified Ordinances of the City, so as to conform to the classification and numbering system of the Codified Ordinances:

| <u>Ord. No.</u> | <u>Date</u> | <u>C.O. Section</u>   |
|-----------------|-------------|---|
| 14-125          | 10-21-14    | 872.115, 876.025  |
| 14-126          | 11-5-14     | 1444.09   |
| 14-128          | 12-2-14     | 1276.02   |
| 14-135          | 11-18-14    | 1063.01   |
| 14-145          | 12-16-14    | 214.04  |
| 14-146          | 12-16-14    | 1045.08   |
| 14-147          | 2-7-15      | 1272.02   |
| 15-11           | 1-20-15     | 1270.14, 1270.27, 1273.03, 1273.11, 1467.01-1467-10, 1467.99  |
| 15-36           | 4-7-15      | 220.04  |
| 15-39           | 3-17-15     | 214.04  |
| 15-72           | 9-15-15     | 1267.07, 1274.02, 1274.04, 1276.02, 1276.03, 1278.04, 1281.03 |
| 15-76           | 9-1-15      | Repeals 234.03  |
| 15-93           | 10-6-15     | 214.06  |
| 15-94           | 11-17-15    | 881.01-881-26, 881.99   |
| 15-95           | 11-4-15     | 1276.03, 1276.04  |

Section 2. The following sections of the Codified Ordinances are or contain new matter in the Codified Ordinances and are hereby approved, adopted and enacted:

414.11, 432.24, 434.0, 1436.01, 436.035, 436.09, 436.14, 442.01, 442.03, 442.04, 442.05, 442.07, 452.04, 452.05, 452.055, 474.02, 606.02, 606.06, 606.07, 606.10, 606.19, 606.24, 612.07, 624.01, 636.09, 636.10, 672.01, 672.10, 672.13, 698.02

Section 3. All ordinances and resolutions or parts thereof which are in conflict or inconsistent with any provision of the new matter adopted in Section 2 of this ordinance are hereby repealed as of the effective date of this ordinance except as follows:

- (a) The enactment of such sections and subsections shall not be construed to affect a right or liability accrued or incurred under any legislative provision prior to the effective date of such enactment, or an action or proceeding for the enforcement of such right or liability. Such enactment shall not be construed to relieve any person from punishment for an act committed in violation of any such legislative provision, nor to affect an indictment or prosecution therefor. For such purposes, any such legislative provision shall continue in full force notwithstanding its repeal for the purpose of revision and recodification.
- (b) The repeal provided above shall not affect any legislation enacted subsequent to 11-17-15.



EXHIBIT A

SUMMARY OF NEW MATTER  
CONTAINED IN THE 2016 REPLACEMENT PAGES FOR THE  
CODIFIED ORDINANCES OF NORTH ROYALTON, OHIO

New matter in the Codified Ordinances of North Royalton, Ohio, as contained in the 2016 Replacement Pages therefor, includes legislation regarding:

| <u>Section</u> | <u>New or amended matter regarding:</u>   |
|----------------|---|
| 414.11         | Traffic law photo-monitoring devices. (Striken from code; statutory reference added)  |
| 432.24         | Driving upon street posted as closed for repair.  |
| 434.01         | Implied consent.  |
| 436.01         | Driver's or commercial driver's license required.   |
| 436.035        | Driving with probationary license.  |
| 436.09         | Display of license plates; registration; obstructions.  |
| 436.14         | Removal of vehicles after accidents.  |
| 442.01         | Definitions relating to drivers of commercial vehicles.   |
| 442.03         | Licensing requirements.   |
| 442.04         | Physical qualification to operate commercial motor vehicles.  |
| 442.05         | Criminal offenses.  |
| 442.07         | Information required of prospective drivers by employers; unauthorized driving.   |
| 452.04         | Manner of parallel and angle parking; handicapped persons.  |
| 452.05         | Willfully leaving vehicles on private or public property.   |
| 452.055        | Parking prohibitions on private property; private tow-away zones.   |
| 474.02         | Riding upon seats; carrying packages; motorcycle handle bars; helmets and glasses.  |
| 606.02         | Culpable mental states.   |
| 606.06         | Limitation on criminal prosecutions.  |
| 606.07         | Requirements for criminal liability; voluntary intoxication.  |
| 606.10         | Falsification.  |
| 606.19         | Dereliction of duty.  |
| 606.24         | Disposition of unclaimed or forfeited property held by Police Department.   |
| 612.07         | Open container prohibited.  |
| 624.01         | Definitions relating to drugs.  |
| 636.09         | Coercion.   |
| 636.10         | Nonsupport of dependents.   |
| 672.01         | Definitions relating to weapons and explosives.   |
| 672.10         | Fireworks.  |
| 672.13         | Concealed handgun licenses: possession of a revoked or suspended license; additional restrictions; posting of signs prohibiting possession. |
| 698.02(d)      | Penalties for misdemeanor. (Correction)   |

ORDINANCE NO. 16-60

INTRODUCED BY: Mayor Stefanik  
Co-Sponsor: Marnecheck

AN ORDINANCE AMENDING ORDINANCE 13-25 AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH THE NORTHEAST OHIO REGIONAL SEWER DISTRICT TO SETTLE ONGOING LITIGATION AND TO RESOLVE THE ISSUES OF BILLING FOR NORTH ROYALTON SEWER DISTRICT "C" CUSTOMERS IN ORDER TO INCLUDE ALL CITY STORM WATER DISTRICTS WITHIN THE NEORS D REGIONAL STORM WATER MANAGEMENT PROGRAM, AND DECLARING AN EMERGENCY

WHEREAS: Ordinance 13-25 was adopted by the City of North Royalton authorizing a settlement agreement between the city and the Northeast Ohio Regional Sewer District (NEORS D) to settle ongoing litigation and to resolve the issues of billing for North Royalton sewer district "C" customers; and

WHEREAS: It has been determined necessary to amend this settlement agreement in order to include all city storm water districts within the NEORS D Regional Storm Water Management Program; and

WHEREAS: Council desires to enact legislation to authorize the Mayor to sign this amended settlement agreement.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF NORTH ROYALTON, COUNTY OF CUYAHOGA AND STATE OF OHIO, THAT:

Section 1. The Mayor is hereby authorized to enter into an amended settlement agreement with the Northeast Ohio Regional Sewer District, pursuant to terms and conditions approved by the Director of Law and substantially similar to a copy of which is attached hereto as Exhibit A and incorporated herein as if fully rewritten.

Section 2. Ordinance 13-25 is hereby amended as provided for herein.

Section 3. This Ordinance shall supersede all previously adopted ordinances in direct conflict herewith.

Section 4. It is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance 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 5. This Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety and welfare of the city, and for the further reason that it is immediately necessary to authorize the Mayor to enter into an amended settlement agreement with the Northeast Ohio Regional Sewer District.

THEREFORE, provided this Ordinance receives the affirmative vote of two-thirds of all members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise, from and after the earliest period allowed by law.

\_\_\_\_\_  
PRESIDENT OF COUNCIL

APPROVED: \_\_\_\_\_  
MAYOR

DATE PASSED: \_\_\_\_\_ DATE APPROVED: \_\_\_\_\_

ATTEST: \_\_\_\_\_  
DIRECTOR OF LEGISLATIVE SERVICES

YEAS:

NAYS:

**AMENDMENT**  
**TO**  
**SETTLEMENT AGREEMENT**  
**BETWEEN**  
**NORTHEAST OHIO REGIONAL SEWER DISTRICT**  
**AND**  
**CITY OF NORTH ROYALTON**

This Amendment to Settlement Agreement (the "Amendment") is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2016, between the Northeast Ohio Regional Sewer District (the "District"), a regional sewer district organized and existing as a political subdivision of the State of Ohio under Chapter 6119 of the Ohio Revised Code, pursuant to the authority of Board of Trustees Resolution No. \_\_\_\_, adopted on \_\_\_\_\_ (Exhibit "A") and the City of North Royalton (the "City"), pursuant to Ordinance No. \_\_\_\_\_, adopted on \_\_\_\_\_ (Exhibit "B").

WHEREAS, on or around February 6, 2013, the District and the City entered into a settlement agreement (the Settlement Agreement") to resolve and settle issues pending between them, the terms of which were incorporated into the RSMP Agreement; and

WHEREAS, on or around October 1, 2013, the District and the City entered into a Regional Stormwater Management Program Service Agreement (Agreement No. 3696) (the "RSMP Agreement") for the purpose of ensuring the consistent and coordinated delivery of District Regional Stormwater Management Program services within the City; and

WHEREAS, in parallel with this Amendment to the Settlement Agreement, the parties intend to enter into an amendment to the RSMP Agreement to expand the Stormwater Service Area to include those areas outside the City's District C, but within the territorial boundaries of the City; and

WHEREAS, North Royalton has requested the District, through its billing and collection agent, City of Cleveland, Department of Public Utilities, perform the billing and collection of all stormwater fees within the amended Stormwater Service Area outlined in the Amendment to the RSMP Agreement, which includes all areas within the territorial boundaries of the City in addition to the City's District C; and

NOW, THEREFORE, for the reasons set forth above and in consideration of the mutual promises contained herein, the parties agree to amend the Settlement Agreement as follows:

**Article 1**  
**Billing and Collection of Stormwater Fees**

In consideration of the District's agreement to perform all billing and collection of stormwater fees within the Stormwater Service Area contained within the Amendment to the RSMP Agreement, the parties agree to the removal of Article 4.0 of the Settlement Agreement entitled *Direct Bill North Royalton for Stormwater Fees*.

The parties further agree that the language contained in Article 1.0 entitled *Community Cost-Share* shall be amended as follows:

- Paragraphs 1.1, 1.3 and 1.5 are hereby removed in entirety.

**Article 2**  
**Effect of Amendment**

The provisions of this Amendment are hereby incorporated into the Settlement Agreement, as if fully rewritten therein. All terms used herein shall be defined and construed in the manner set forth in the Settlement Agreement and the RSMP Agreement. Except as otherwise provided in, or as otherwise necessary or appropriate to give effect to the terms of this Amendment, all the provisions, terms and conditions contained in the Settlement Agreement and the RSMP Agreement and not inconsistent with this Amendment shall remain unchanged and in full force and effect. In the event of any conflict between the Settlement Agreement and this Amendment, the terms, conditions and provisions of this Amendment shall control.

The Parties have executed and delivered this Amendment as of the date first above written.

**NORTHEAST OHIO REGIONAL SEWER DISTRICT**

By: \_\_\_\_\_  
Julius Ciaccia  
Chief Executive Officer

By: \_\_\_\_\_  
Darnell Brown, President  
Board of Trustees

**CITY OF NORTH ROYALTON**

By: \_\_\_\_\_  
Robert A. Stefanik  
Mayor

The legal form and correctness of this instrument is approved.

**NORTHEAST OHIO REGIONAL SEWER DISTRICT**

By: \_\_\_\_\_  
Chief Legal Officer  
Date: \_\_\_\_\_

The legal form and correctness of this instrument is approved.

**CITY OF NORTH ROYALTON**

By: \_\_\_\_\_  
Thomas A. Kelly  
Director of Law  
Date: \_\_\_\_\_

Each party agrees that this Agreement may be executed and distributed for signatures via email, and that the emailed signatures affixed by both parties to this Agreement shall have the same legal effect as if such signatures were in their originally written format.



NORTHEAST OHIO REGIONAL SEWER DISTRICT



**AMENDMENT**

**TO**

**REGIONAL STORMWATER MANAGEMENT PROGRAM**

**SERVICE AGREEMENT**

**(AGREEMENT NO. 3696)**

**BETWEEN**

**NORTHEAST OHIO REGIONAL SEWER DISTRICT**

**AND**

**CITY OF NORTH ROYALTON**

This Amendment to the Regional Stormwater Management Program Service Agreement (the "Amendment") is entered into this \_\_\_\_ day of \_\_\_\_\_, 2016, between the Northeast Ohio Regional Sewer District (the "District"), a regional sewer district organized and existing as a political subdivision of the State of Ohio under Chapter 6119 of the Ohio Revised Code, pursuant to the authority of Board of Trustees Resolution No. \_\_\_\_, adopted on \_\_\_\_\_ (Exhibit "A") and the City of North Royalton (the "City"), pursuant to Ordinance No. \_\_\_\_\_, adopted on \_\_\_\_\_ (Exhibit "B").

WHEREAS, on or around October 1, 2013, the District and the City entered into a Regional Stormwater Management Program Service Agreement (Agreement No. 3696) (the "RSMP Agreement") for the purpose of ensuring the consistent and coordinated delivery of District Regional Stormwater Management Program services within the City; and

WHEREAS, on or around February 6, 2013, the District and the City entered into a settlement agreement (the Settlement Agreement") to resolve and settle issues pending between them, the terms of which were incorporated into the RSMP Agreement; and

WHEREAS, in parallel with this Amendment to the RSMP Agreement, the parties intend to enter into an amendment to the Settlement Agreement to provide for the District's agreement to perform all billing and collection of stormwater fees for the City; and

WHEREAS, under the terms of the RSMP Agreement, the Stormwater Service Area was limited to the City's District C, as depicted on the map attached to the RSMP Agreement as Exhibit "C"; and

WHEREAS, the City has requested the expansion of its Stormwater Service Area to include all of the City, including those areas outside of the City's District C, but within the territorial boundaries of the City; and

WHEREAS, the District has no objection to the requested expansion, and desires to include all of the City within the Stormwater Service Area of the City; and

WHEREAS, it is, therefore, necessary for the parties to amend the RSMP Agreement to expand the Stormwater Service Area to include those areas outside the City's District C, but within the territorial boundaries of the City.

NOW, THEREFORE, for the reasons set forth above and in consideration of the mutual promises contained herein, the parties agree to amend the RSMP Agreement as follows:

**Article 1**  
**Stormwater Service Area**

By execution of this Amendment, the District and the City agree that the Stormwater Service Area shall be expanded to include the territorial boundaries of the City, including those areas outside of the City's District C, as set forth in the map attached hereto as Exhibit "C"

**Article 2**  
**Termination**

In consideration of the City's agreement to expand its Stormwater Service Area to those portions of the City not currently within the purview of the RSMP Agreement, the District agrees to the following:

For those areas of the City outside the District's Stormwater Service Area, but for which the City desires inclusion within the District's Regional Stormwater Management Program, such inclusion shall be for an initial two (2) year period ("Initial Term"), beginning as of the date first above written. The District shall not be obligated to perform any projects under the Stormwater Construction Plan as defined in Title V of the District's Code of Regulations within those areas of the City outside the District's service area during the Initial Term. The District will provide all other services under Title V to this area during the Initial Term.

At the expiration of the Initial Term, the City shall provide written notice of its intention to opt out of the District's Regional Stormwater Management Program as to those areas outside the District's service area. Otherwise, the City shall be deemed to have opted for inclusion under the Regional Stormwater Management Program as to those areas outside the District's service area, after which time these areas shall be considered fully within the District's service area and shall receive all the services of the Regional Stormwater Management Program as detailed in Title V.

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This expansion of the District's service area in the City for services under the Regional Stormwater Management Program shall be for a minimum period of twenty (20) years, commencing the day after expiration of the Initial Term. Either party may provide written notice at least five (5) years prior to the effective date of termination except that no such notice of termination may be given until fifteen (15) years after the date upon which the City opts for inclusion into the Regional Stormwater Management Program after the conclusion of the Initial Term.

In no event shall this provision be construed to apply to those areas of the City originally located within the District's service area, referred to as "District C," and automatically included in the District's Regional Stormwater Management Program.

**Article 3**  
**Effect of Amendment**

The provisions of this Amendment are hereby incorporated into the RSMP Agreement, as if fully rewritten therein. All terms used herein shall be defined and construed in the manner set forth in the RSMP Agreement. Except as otherwise provided in, or as otherwise necessary or appropriate to give effect to the terms of this Amendment, all the provisions, terms and conditions contained in the RSMP Agreement and not inconsistent with this Amendment shall remain unchanged and in full force and effect. In the event of any conflict between the RSMP Agreement and this Amendment, the terms, conditions and provisions of this Amendment shall control.

The Parties have executed and delivered this Amendment as of the date first above written.

**NORTHEAST OHIO REGIONAL SEWER DISTRICT**

By: \_\_\_\_\_  
Julius Ciaccia  
Chief Executive Officer

By: \_\_\_\_\_  
Darnell Brown, President  
Board of Trustees

**CITY OF NORTH ROYALTON**

By: \_\_\_\_\_  
Robert A. Stefanik  
Mayor

The legal form and correctness of this instrument is approved.

**NORTHEAST OHIO REGIONAL SEWER DISTRICT**

By: \_\_\_\_\_  
Chief Legal Officer

Date: \_\_\_\_\_

The legal form and correctness of this instrument is approved.

**CITY OF NORTH ROYALTON**

By: \_\_\_\_\_  
Thomas A. Kelly  
Director of Law

Date: \_\_\_\_\_

Each party agrees that this Agreement may be executed and distributed for signatures via email, and that the emailed signatures affixed by both parties to this Agreement shall have the same legal effect as if such signatures were in their originally written format.

AN ORDINANCE AMENDING THE CODIFIED ORDINANCES OF THE CITY OF NORTH ROYALTON, PART TWO ADMINISTRATION CODE, CHAPTER 214 GENERAL FEE SCHEDULE, SECTION 214.06 FEES IN THE STREETS, UTILITIES AND PUBLIC SERVICES CODE, BY AMENDING PARAGRAPH (h), AND DECLARING AN EMERGENCY

WHEREAS: It has been determined to be necessary to amend the General Fee Schedule to increase charges for emergency medical services provided by the City of North Royalton; and

WHEREAS: Council desires to amend the Codified Ordinances of the City of North Royalton, Part 2, Administration Code, Chapter 214, General Fee Schedule, Section 214.06 Fees in the Streets, Utilities, and Public Services Code, by amending Paragraph (h).

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF NORTH ROYALTON, COUNTY OF CUYAHOGA AND STATE OF OHIO, THAT:

Section 1. Council hereby amends the Codified Ordinances of the City of North Royalton, Part 2 Administration Code, Chapter 214, General Fee Schedule, Section 214.06 Fees in the Streets, Utilities, and Public Services Code, by amending Paragraph (h) which shall hereinafter read as follows:

214.06 FEES IN THE STREETS, UTILITIES AND PUBLIC SERVICES CODE.

(h) Services rendered by the City Emergency Medical Service (EMS) for residents and nonresidents (per person, per call):

|                                |                     |                     |
|--------------------------------|---------------------|---------------------|
| Basic Life Support             | <del>\$600.00</del> | <b>\$650.00</b>     |
| Advanced Life Support <i>1</i> | <del>\$700.00</del> | <b>\$750.00</b>     |
| <b>Advanced Life Support 2</b> |                     | <b>\$850.00</b>     |
| One way mileage charge         | <del>\$13.00</del>  | <b>\$14.00/mile</b> |

The City will forgive for all North Royalton City residents, *employees*, or owners of real property within the City of North Royalton any outstanding balance resulting from the above fees after available insurance reimbursement is made on their behalf to the City.

Section 2. Section 214.06 of the Codified Ordinances of the City of North Royalton is hereby amended as provided for herein and all other provisions of Chapter 214 shall remain in full force and effect.

Section 3. This Ordinance shall supersede all previously adopted ordinances in direct conflict herewith.

Section 4. It is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance 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 5. This Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety and welfare of the city, and for the further reason that it is immediately necessary that Council amend the General Fee Schedule of the Codified Ordinances of the City of North Royalton to increase charges for emergency medical service provided by the City of North Royalton.







**DELINQUENT DEBT COLLECTION AGREEMENT  
BETWEEN THE  
OHIO ATTORNEY GENERAL  
AND**

**I. PARTIES**

1.1. THIS DELINQUENT DEBT COLLECTION AGREEMENT (this “Agreement”) is between the Ohio Attorney General (hereinafter “Attorney General”) and \_\_\_\_\_ (“Political Subdivision”), collectively referenced herein as the “Parties.”

**II. PURPOSE**

2.1. The Political Subdivision has requested that the Attorney General undertake, and the Attorney General agrees to undertake, the collection of delinquent debt owed to the Political Subdivision, pursuant to Ohio Revised Code (“O.R.C.”) § 131.02. This Agreement sets forth the rights, duties and obligations of the Parties and the amounts to be charged, collected and allocated between the Political Subdivision and Attorney General. This Agreement will become effective in ten business days once fully executed (“Effective Date”).

**III. CERTIFICATION OF DEBT**

3.1. The Parties agree that this Agreement shall apply to amounts owed to Political Subdivision that meet the criteria specified on the attached Exhibit “A” (hereinafter the “Debt”). The Parties may, from time to time, change the categories of debt to be certified to the Attorney General by amending Exhibit “A” pursuant to the discretion of the Section Chief of the Collections Enforcement Section of the Attorney General and \_\_\_\_\_ of the Political Subdivision. Such changes to the categories of debt identified on Exhibit “A” shall not be construed as an amendment or termination of this Agreement.

3.2. Political Subdivision hereby warrants that all Debts certified to the Attorney General for collection pursuant to this Agreement are or will be legally due and owing to Political Subdivision at the time of certification.

3.3. Political Subdivision hereby warrants that it has complied or will comply with all conditions precedent to the legality of certifying the Debt for collection prior to certifying the Debt to Attorney General pursuant to this Agreement.

3.4. Political Subdivision hereby warrants that it has obtained the approval of any person or entity whose approval is required as a condition to entering into this Agreement. True and correct copies of any such approvals shall be attached hereto as Exhibit "B."

3.5. Political Subdivision shall identify and itemize the amounts owed in any bills or mailings issued to the debtors prior to certifying the Debt pursuant to this Agreement. Such itemization shall separately identify penalties, fees, costs and interest, if any, added to the principal balance of the amounts owed. For all Debt certified under this Agreement, Political Subdivision shall maintain account records documenting the principal balance of the amounts owed, as well as any penalties, fees, costs and interest, from the date such debt becomes due and owing to Political Subdivision until the debt is paid in full, resolved or written off as specified herein.

3.6. Political Subdivision shall make all account records related to the Debt fully available to specified Attorney General personnel in order for the Attorney General to actively identify and pursue collection activities. Political Subdivision shall retain account records related to the Debt so long as the Debt remains outstanding, or until the Debt is resolved or written off as specified herein.

3.7. Political Subdivision agrees and shall forward all payments received on certified Debt to the Attorney General. In the event that Political Subdivision accepts a debtor's payment on Debt certified to the Attorney General, Political Subdivision agrees to promptly notify the Attorney General of the details of the payment, including date, amount, remitter, check or instrument number and forward the payment to the Attorney General.

3.8. In the event that any debtor owing Debt certified to the Attorney General files bankruptcy or other insolvency proceeding, Political Subdivision shall immediately notify the Attorney General of such filing. The Attorney General shall cease all collection efforts with regard to such Debt. Political Subdivision remains exclusively and solely responsible for protecting its interest in bankruptcy & other insolvency proceedings. Upon notice that Debt certified to the Attorney General is subject to bankruptcy or other insolvency proceeding, the Attorney General shall close the affected accounts and such accounts shall no longer be considered to be certified to the Attorney General. Other insolvency proceeding may include but is not limited to receivership or foreclosure.

#### **IV. ALLOCATION OF FEES AND COLLECTION COSTS**

4.1 The client may choose for each account certified to the Attorney General to bear interest (hereinafter "AGI") at the annual rate established by the Tax Commissioner under O.R.C. § 5703.47. Upon recovery AGI is paid to Political Subdivision, not to Attorney General. AGI may be waived, either by Political Subdivision or the Attorney General. Political Subdivision also has discretion to request that AGI not be assessed as an additional obligation of debtors. If this request is indicated, the cost of AGI will not be added to the Debt. Political Subdivision may execute the Service Level Agreement attached hereto as Exhibit "C" to designate the preference of Political Subdivision as to AGI. If no preference is indicated, Attorney General may waive AGI at its discretion, and the addition of AGI to the Debt will increase the debtors' obligation. The AGI is in place of any separate accruing interest of the Political Subdivision on the Debt once certified to the Attorney General.

4.2 Pursuant to O.R.C. § 131.02, the Attorney General is authorized to deduct the Attorney General's collection cost from all amounts collected, calculated upon all certified amounts recovered, plus interest and fees accruing from the date of certification to Attorney General. Attorney General collection costs may be waived, either by the Attorney General or jointly by the Political Subdivision and the Attorney General. The Parties agree that the Attorney General will pass all Attorney General collection costs on to the debtor as an additional obligation of debtor. The Attorney General collection cost is 10% pursuant to O.R.C. § 109.08.

4.3 Upon agreement, the Attorney General may also hire third party vendors to collect claims for Political Subdivision and to pay such third party vendors for their services ("TPV Fees") from funds collected by them. Political Subdivision may execute the Service Level Agreement attached hereto as Exhibit "C" to designate the preference of Political Subdivision with respect to the assignment of Debt to TPVs. If no preference is indicated the Attorney General will assign Debt to TPVs in accordance with an established assignment strategy. TPV fees shall be paid at rates set by the Attorney General. The Parties agree that the Attorney General will pass all TPV Fees on to debtors as an additional obligation of the debtors.

4.4 Upon agreement the Attorney General may appoint special counsel to collect claims for Political Subdivision and to pay such special counsel for their services ("Special Counsel Fees") from funds collected by them. Political Subdivision may execute the Service Level Agreement attached hereto as Exhibit "C" to designate the preference of Political Subdivision with respect to the assignment of Debt to Special Counsel. If no preference is indicated the Attorney General will assign Debt to Special Counsel in accordance with an established assignment strategy. Special Counsel Fees shall be paid at rates set by the Attorney General. The Parties agree that the Attorney General will pass all Special Counsel Fees on to debtors as an additional obligation of the debtors.

4.5 Political Subdivision may execute a different Service Level Agreement for each category of debt certified pursuant to this Agreement, and each Service Level Agreement shall be attached as additional pages of Exhibit "C."

4.6 Political Subdivision may change or terminate the Service Level Agreement(s) attached hereto as Exhibit "C" upon appropriate written notice as specified therein, and any change or termination of the Service Level Agreement(s) shall not be construed as an amendment or termination of this Agreement.

## **V. DISBURSEMENT PROCESS/PAYMENT OF COLLECTION COSTS**

5.1 On a weekly basis the Attorney General shall disburse to the Political Subdivision the full amounts collected on the Debt minus any applicable collection costs or fees as outlined herein. The Political Subdivision and Attorney General shall have the authority to settle or compromise any account in the Debt which is agreed upon by the Political Subdivision and Attorney General as payment in full based on the best interests of the Parties. At the time of the Attorney General's disbursement to the Political Subdivision, the Political Subdivision will receive the amount collected minus the Attorney General's collection costs and any applicable TPV Fees or Special Counsel Fees pursuant to this Agreement.

5.2 The Parties agree that court cases and judgment liens shall not be dismissed or deemed satisfied without the Political Subdivision's consent that all the fees have been paid by the debtor liable for costs under the court case and/or judgment lien.

5.3 Disbursements to the Political Subdivision of amounts due hereunder may be made via state check or by Automated Clearing House ("ACH") deposit, at the Attorney General's discretion. Political Subdivision acknowledges that the Attorney General prefers to remit all payments by ACH deposit, and Political Subdivision agrees to execute an ACH payment authorization in accordance with the form attached hereto as Exhibit "D" within thirty (30) days after the Effective Date of this Agreement.

## **VI. CERTIFICATION AND CANCELLATION OF DEBT**

6.1 Political Subdivision will certify only Debt to the Attorney General which is past due and final, in accordance with O.R.C. § 131.02(A). O.R.C. § 131.02 provides that the Attorney General and Political Subdivision may determine an appropriate time beyond the regular 45-day requirement to certify delinquent debt. Such exceptions may be made as the Attorney General and the Political Subdivision mutually agree are appropriate.

6.2 The Parties acknowledge and agree that O.R.C. §131.02 empowers the Attorney General to, with the consent of the chief officer of an entity reporting a debt, cancel the debt or cause the same to be canceled. O.R.C. § 131.02(F)(2) provides a general statute of limitations of forty (40) years from the date of certification to collect claims. O.R.C. § 131.02(F)(1) allows the Attorney General to cancel uncollectible claims earlier, with the approval of the Political Subdivision. Political Subdivision may execute the Service Level Agreement attached hereto as Exhibit "C" to designate the preference of Political Subdivision. If no preference is indicated, the write off period will be fifteen (15) years after the date of certification. Exceptions revising the write off period for specified claims or categories of debt may be agreed to by the Attorney General and the Political Subdivision as amendments to the Service Level Agreement, and such amendments shall not be construed as an amendment or termination of this Agreement.

## **VII. CONFIDENTIALITY**

7.1 Any confidential debtor information made available to Attorney General in the course of performance of this Agreement shall be used only for the purpose of carrying out the provisions of this Agreement pursuant to the Attorney General's statutory obligations. Additionally, the Attorney General shall not sell any debtor information to any third parties.

## **VIII. LIABILITY**

8.1 Each Party shall be responsible for its own acts and omissions and those of its officers, employees and agents.

## **IX. CHOICE OF LAW**

9.1. This Agreement is made and entered into in the State of Ohio and shall be governed and construed in accordance with the laws of Ohio. Any legal action or proceeding related to this Agreement shall be brought in Franklin County, Ohio, and the Parties irrevocably consent to jurisdiction and venue in Franklin County, Ohio.

## **X. COMPLIANCE WITH LAW**

10.1. The Parties, in the execution of their respective duties and obligations under this Agreement, agree to comply with all applicable federal, Ohio and local laws, rules, regulations and ordinances.

## **XI. RELATIONSHIP OF THE PARTIES**

11.1. It is fully understood and agreed that a Party's personnel shall not at any time, or for any purpose, be considered as agents, servants, or employees of the other Party.

11.2. Except as expressly provided herein, neither Party shall have the right to bind or obligate the other Party in any manner without the other Party's prior written consent.

## **XII. MODIFICATION**

12.1. This Agreement constitutes the entire agreement between the Parties, and any changes or modifications to this Agreement shall be made and agreed to by the Parties in writing.

## **XIII. TERMINATION/EXPIRATION**

13.1. Either party may terminate this Agreement for any reason by giving written notice, at least forty-five (45) days in advance of the date of termination, to the other Party via e-mail, facsimile transmission, mail, certified mail or personal delivery to the other Party's signatory to this Agreement.

13.2. If there is pending litigation in connection with any Debt, termination shall not be effective until the Attorney General terminates the legal representation in the litigation matter. The Attorney General shall be compensated for Debt collected and received prior to termination. The Parties agree to cooperate so as to effectuate a speedy and efficient transfer of the work to Political Subdivision.

**XIV. SIGNATURES**

14.1. The Parties may submit their signatures to the Agreement in counterparts, which taken together will constitute a valid enforceable Agreement. Facsimile or copied signatures shall be considered valid and enforceable.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed, as of the day and year last written below.

ACCEPTED AND APPROVED:

\_\_\_\_\_

\_\_\_\_\_

Date

OHIO ATTORNEY GENERAL  
MICHAEL DEWINE

By: \_\_\_\_\_

\_\_\_\_\_

Lisa J. Iannotta  
Section Chief

Date

**DELINQUENT DEBT COLLECTION AGREEMENT  
BETWEEN THE  
OHIO ATTORNEY GENERAL  
AND**

**EXHIBIT "A"**

The Parties agree that the following categories of debt may be certified to the Attorney General. All debt must be final with a minimum principal amount of \$100.00.

**Examples of Categories of Debt to be certified:**

- (a) Statutory fees as assessed by a Political Subdivision;
- (b) Civil court costs; and
- (c) Criminal court costs so long as the defendant is not incarcerated on the date the debt is certified.
- (d) Debt must be declared final with no chance of appeal or no future changes to the amount of the debt sent to the Attorney General for collection purposes.
- (e) Debt from a school system must be as a result of a contractual agreement.

**Examples of Categories of Debt NOT to be certified:**

- (a) Debt that is against a juvenile.
- (b) Debt against a presently incarcerated individual.
- (c) Debt that is involved in a bankruptcy, rental or foreclosure action.
- (d) Debt from any type of utility.
- (e) Debt resulting from code enforcement violations.

**PLEASE NOTE: THE ATTORNEY GENERAL'S OFFICE RESERVES THE RIGHT TO DECLINE ACCEPTANCE OF ACCOUNTS BASED ON QUANTITY, VALUE, OR DEBT TYPE**

**PLEASE LIST THE TYPE OF DEBTS YOU WILL BE CERTIFYING TO THE  
ATTORNEY GENERAL'S OFFICE:**

A large, empty rectangular box with a thin black border, intended for listing the types of debts to be certified to the Attorney General's Office.

**DELINQUENT DEBT COLLECTION AGREEMENT  
BETWEEN THE  
OHIO ATTORNEY GENERAL  
AND**

**EXHIBIT "B"**

The Delinquent Debt Collection Agreement Between the Ohio Attorney General and

, executed by \_\_\_\_\_,

, on \_\_\_\_\_, is hereby ratified and approved.

POLITICAL SUBDIVISION AUTHORITY (I.E. COUNTY COMMISSIONERS, COUNCIL)

\_\_\_\_\_  
Date \_\_\_\_\_

\_\_\_\_\_  
Date \_\_\_\_\_

\_\_\_\_\_  
Date \_\_\_\_\_

POLITICAL SUBDIVISION LEGAL AUTHORITY (I.E. PROSECUTOR, LAW DIRECTOR)

\_\_\_\_\_  
Date \_\_\_\_\_







# MIKE DEWINE

★ OHIO ATTORNEY GENERAL ★

Collection Enforcement  
150 East Gay St., 21<sup>st</sup> floor  
Columbus, Ohio 43215  
[LGC@OhioAttorneyGeneral.gov](mailto:LGC@OhioAttorneyGeneral.gov)  
614 466-4510

## Local Government Debt Collection Business Rules

- Account Certifications
  - Made by automated FTP (File Transfer Protocol) or Manual Excel template by the client.
  - The client will need to have internet access to certify accounts to the AGO (Attorney General's Office) and to access the ClientView and Compass software to monitor their payments and accounts.
  - All debt must be final with a minimum principal amount of \$100.00.
  - The AGO reserves to right to decline accounts based on volume, monetary amount or debt type.
- Examples of Categories of Debt to be certified:
  - Statutory fees as assessed by a Political Subdivision;
  - Civil court costs; and
  - Criminal court costs so long as the defendant is not incarcerated on the date the debt is certified.
  - Debt must be declared final with no chance of appeal or no future changes to the amount of the debt sent to the Attorney General for collection purposes.
  - Debt from a school system must be as a result of a contractual agreement.
- Examples of Categories of Debt NOT to be certified:
  - Debt that is against a juvenile.
  - Debt against a presently incarcerated individual.
  - Debt that is involved in a bankruptcy, rental or foreclosure action.
  - Debt from any type of utility.
  - Debt resulting from code enforcement violations.

- Life of a Debt
  - Debt will be worked by the AGO in-house local debt collectors up to 150 days or longer if a payment plan has been setup with the debtor and debtor remains in compliance. The AGO will confirm debtor contact information, send out a series of automated collection letters and make a series of collection calls to the debtor. Pursuant to O.R.C. §131.02, the AGO will assess a 10% fee to each account (AG collection fee) and the cost will be passed to the debtor. The 10% AGO fee will be taken from each payment made on an account by the debtor.
  - Upon mutual agreement, accounts can be assigned to an external vendor (Third Party Vendor) for additional collection efforts lasting up to 180 days subsequent to the AGO collection efforts. The 180 days may be extended if debtor is on a payment plan and in compliance. In addition to the AGO collection fee, an additional fee would be added to the account for this service and the cost will be passed to the debtor.
  - Upon mutual agreement, external private attorneys (Special Counsel) can be assigned the debt for up to two years. In addition to the AGO collection fee, an additional fee would be added to the account for this service and the cost passed to the debtor.
  - On any accounts where the debtor's driver's license is being held by a court or there is an active warrant, the AGO will only accept sure funds (money order, certified check etc.) for payment of the debt. The AGO will then notify the client of the payment in full by the debtor.
  - If social security numbers of the debtor are provided, the debt may also be subject to a possible state income tax refund capture and/or lottery offset for up to the full amount owed, including interest, subject to O.R.C. §§ 5747.12 and 3770.073. If the debtor owes money to the Ohio Department of Taxation or any state entity, any Ohio tax refund capture or Ohio lottery capture will be paid to those debts first.
  - The client may choose on their Memorandum of Understanding to only use the AGO to attempt to intercept their debtors' state income tax refund but not engage in active collection of their accounts. In this case, it will be necessary for the AGO to send out one letter to the debtor upon the certification of the account explaining that we are attempting to take any state income tax refund due them. If the debtor contacts the AGO to make payment in full, the AGO will take the payment and notify the client.
  - Local debt will not be combined with any state debt owed for collection purposes.
  - The AGO collection process is driven by the AGO account number assigned to that debt. AGO collection letters and collection phone calls are made relative to that specific account number. If a debtor owes debt to multiple local jurisdictions, payment will be accepted according to the account number he/she is responding to as the result an AGO letter or an AGO phone call.
  - Clients may request, and the Attorney General may consider, on a case by case basis, alternative collection strategies (i.e. timeframes) on how the client's debt portfolio is collected.
  - The AGO will not file liens or judgments or release any previously filed liens or judgments on any debt certified for collections.

- Archive or Write off of Debts
  - Client may choose to write off debt by their indication on their Service Level Agreement.
  - Accounts can also be closed and returned to client upon request.
  
- Payment Processing and Accounting Issues:
  - Collections payments to the client will be remitted weekly, via ACH.
  - Clients can view the payment reports that correlate with their weekly ACH payment on the AGO's Compass website.
  - Collections paid with certified funds (i.e. cashier's check, money order) will be paid to the client the following week. Collections paid with a personal check are held eight business days and paid the week following the release of the eight day hold.
  
- Direct Payments:
  - Please make sure that you are referring any debtor wanting to make a payment on an account for which we are collecting to us. The debtors can be instructed to call us at 888-871-8838 or pay by internet at [www.OhioAttorneyGeneral.gov/business/pay](http://www.OhioAttorneyGeneral.gov/business/pay). Their payment can also be mailed to: Ohio Attorney General P.O. Box 89471, Cleveland, Ohio 44101-6471. They will need to include their Attorney General Account number to ensure that the payment is being posted to their account.
  - If on the rare occasion you inadvertently accept a payment on an account we are collecting on, please send the payment the check or money order received from the debtor directly to our accounting section with the account number on it to:

Ohio Attorney General Collections Enforcement  
 Accounting Section  
 150 East Gay St., 20th Floor  
 Columbus, Ohio 43215

- Referring any debtor to us to make a payment helps us keep our records clean and auditable. It will also prevent us from intercepting someone's state income tax refund erroneously, such as when a payment taken by your office has not been noted on our system. If your staff does take a payment from a debtor, kindly let us know immediately and forward the payment to us for processing. If we intercept their state tax refund and issue payment to you causing an overpayment on the account, we will contact you and request that you refund the amount back to the debtor.

- Reversals

- Occasionally, there may be payments made to you by our office that need to be reversed. This happens because, after the payment was issued to you, it came to our attention that the debtor's check had non-sufficient funds, there was a posting error or an alleged fraudulent payment. We do hold personal checks for eight days before posting them to an account to allow for this but, occasionally, we are not informed by the bank until after the eight days have passed and you have been sent the payment.
- When a payment made to you needs to be reversed, our system subtracts the amount of the payment to be reversed from the next payment to be made to you. Because our system is automated there is no way to let you know that one of the payments made to you needs to be reversed.
- However, you are able to identify the accounts that have a reversal by viewing your Client View payment report. For example, a payment for an internet personal check will be indicated with the code IPC. A payment for an internet personal check that was reversed will be indicated with the code EIPC. (See Report Section below)

- Reporting

- Compass software provides access to electronic reports, documents and scanned images relative to your accounts both in PDF or TXT format.
- Full debt inventory is available at the request of a unit supervisor or manager.
- Monthly archive reports and bi-annual write-off reports are provided upon request.
- All clients will have access to ClientView software to view their account data and notes placed by the collectors.

Please contact Jill Reardon at [LGC@OhioAttorneyGeneral.gov](mailto:LGC@OhioAttorneyGeneral.gov).  
Direct: 614 466-4510.