Village of Mogadore

135 South Cleveland Avenue
Mogadore, OH 44260
Phone: (330) 628-4896 | Fax: (330) 628-5850
Web Site: *www.mogadorevillage.org*

COUNCIL MEETING AGENDA

Wednesday, May 7, 2025
5:30 p.m.

1. Moment of Reflection – Mr. Tonsic
2. Pledge to the flag
3. Roll Call
4. Approval of the Agenda
5. Minutes from April 16, 2025, council meetings presented for changes, corrections, and adoption
6. Comments from the Audience on the pending legislation
7. Committee Reports
8. Old Business – **Third Reading**
   Ordinance 2025-19 – Ms. Miller – Sponsor: Planning Committee (Exhibit A, B)
   AN ORDINANCE REZONING CERTAIN REAL PROPERTY LOCATED WITHIN THE VILLAGE FROM AN R-3 ZONING DISTRICT DESIGNATION TO AN R-1 ZONING DISTRICT DESIGNATION.
9. New Business –
   Resolution 2025-27 – Mr. Bauer – Sponsor: Utilities Committee
   A RESOLUTION AUTHORIZING THE CLERK-TREASURER TO ADVERTISE FOR BIDS FOR EXCLUSIVE TRASH HAULING SERVICES WITHIN THE VILLAGE OF MOGADORE, AND DECLARING AN EMERGENCY.
   Resolution 2025-28 – Mr. Yoho – Sponsor: Safety Committee (Attachment)
   A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR TO ENTER INTO A DELINQUENT DEBT COLLECTION AGREEMENT WITH THE OHIO ATTORNEY GENERAL FOR THE COLLECTION OF UNPAID AND DELINQUENT RECEIVABLE DEBTS OWED TO THE VILLAGE FOR EMERGENCY MEDICAL SERVICES, AND DECLARING AN EMERGENCY.
10. Comments
    1. Public
    2. Council
    3. Law Director
    4. Village Engineer
    5. Clerk-Treasurer
    6. Mayor
11. Adjournment

First Reading: April 2, 2025

RECORD OF ORDINANCES Second Reading: April 16, 2025

Third Reading: May 7, 2025

Ordinance No. 2025-19 Passed _____, 2025

SPONSOR: PLANNING COMMITTEE

AN ORDINANCE REZONING CERTAIN REAL PROPERTY LOCATED WITHIN THE VILLAGE FROM AN R-3 ZONING DISTRICT DESIGNATION TO AN R-1 ZONING DISTRICT DESIGNATION.

WHEREAS, Section 152.133 of the Village's Codified Ordinances provides this Council the authority to modify the number, shape or area of the districts established by the Codified Ordinances and set forth on the Village's zoning map, including amending said zoning map, provided that the Village complies with the procedural requirements contained therein; and

WHEREAS, the Village desires to rezone that certain real property located within Village depicted on Exhibit A and listed in Exhibit B (collectively the "Property") from an R-3 zoning district designation to an R-1 zoning district designation; and

WHEREAS, following proper notice, this Council and the Village's Planning Commission held a joint hearing on the application for the rezoning of the Property from an R-3 zoning district designation to an R-1 zoning district designation on March 12, 2025, pursuant to Section 152.133 of the Village's Codified Ordinances; and

WHEREAS, on March 12, 2025, the Village's Planning Commission voted unanimously to recommend the rezoning of the Property from an R-3 zoning district designation to an R-1 zoning district designation; and

WHEREAS, this Council finds and determines, after reviewing all pertinent information, that it is necessary and in the best interest of the Village to rezone the Property from an R-3 zoning district designation to an R-1 zoning district as set forth herein, and to amend the Village's zoning map accordingly.

NOW, THEREFORE BE IT ORDAINED, by the Council of the Village of Mogadore, Counties of Summit and Portage, State of Ohio, that:

SECTION 1: Pursuant to Section 152.133 of the Village's Codified Ordinances, this Council hereby rezones the Property from an R-3 zoning district designation to an R-1 zoning district.

SECTION 2: The Village's zoning map is hereby amended to reflect the Property as part of the Village's R-1 zoning district designation.

SECTION 3: This Council finds and determines that all formal actions of this Council concerning and relating to the adoption of this Ordinance were taken in open meetings of this Council and any deliberations of this Council and any of its committees that resulted in this formal action were in meetings open to the public, in compliance with all legal requirements.

PAGE NO. 0890

First Reading: April 2, 2025

RECORD OF ORDINANCES

Second Reading: April 16, 2025

Third Reading: May 7, 2025

Ordinance No. 2025-19

Passed _____, 2025

_____

Michael Raddish, Council President Date

_____

Michael Rick, Mayor Date

Attest:

_____

Scott Varney, Clerk-Treasurer

First Reading: April 2, 2025
Second Reading: April 16, 2025
Third Reading: May 7, 2025

RECORD OF ORDINANCES

Ordinance No. 2025-19

Passed _____, 2025

EXHIBIT A

Map of Rezoned Parcels

PAGE NO. 0892

First Reading: April 2, 2025

RECORD OF ORDINANCES

Second Reading: April 16, 2025

Third Reading: May 7, 2025

Ordinance No. 2025-19

Passed _____, 2025

EXHIBIT B

List of Rezoned Parcels

PPN 5500460

RECORD OF ORDINANCES

Resolution No. _____ Passed _____, 20____

SPONSOR: UTILITIES COMMITTEE

A RESOLUTION AUTHORIZING THE CLERK-TREASURER TO ADVERTISE FOR BIDS FOR EXCLUSIVE TRASH HAULING SERVICES WITHIN THE VILLAGE OF MOGADORE, AND DECLARING AN EMERGENCY.

WHEREAS, Chapter 50 of the Village's Charter provides that the collection and disposal of trash, garbage and rubbish, together with recycling (collectively, the "Trash Hauling Services"), by the Village is a public utility and that all residential units within the Village shall utilize, exclusively, the Trash Hauling Services of a contractor who is contracted with by the Village for said purpose after open competitive bid; and

WHEREAS, the Village previously entered into an agreement with Kimble Recycling & Disposal, Inc. ("Kimble") for exclusive Trash Hauling Services within the Village through March 31, 2026; and

WHEREAS, the Village has identified the need to secure new Trash Hauling Services upon expiration of the current agreement with Kimble; and

WHEREAS, this Council finds and determines, after reviewing all pertinent information, that it is necessary and in the best interest of the Village of Mogadore to advertise for bids for exclusive Trash Hauling Services within the Village.

NOW, THEREFORE, BE IT RESOLVED, by the Council of the Village of Mogadore, Counties of Summit and Portage, State of Ohio, that:

SECTION 1: It is hereby determined necessary that the Village enter into an exclusive contract for Trash Hauling Services within the Village, upon expiration of the current agreement with Kimble.

SECTION 2: The Clerk-Treasurer of the Village is hereby authorized and directed to advertise for bids for an exclusive contract for Trash Hauling Services within the Village in anticipation of the expiration of the current agreement with Kimble. A report of responses shall be provided to Council.

SECTION 3: This Council finds and determines that all formal actions of this Council concerning and relating to the adoption of this resolution were taken in open meetings of this Council and any deliberations of this Council and any of its committees that resulted in this formal action were in meetings open to the public, in compliance with all legal requirements.

RECORD OF ORDINANCES

Resolution No. _____ Passed _____, 20____

SECTION 4: This Resolution is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, and safety of the residents of the Village of Mogadore and for the purpose of enabling the Trash Hauling Services to continue in a timely manner, and, provided this Resolution receives the affirmative vote of at least five (5) members elected or appointed to this Council, it shall take effect and be in force upon its passage by Council and approval by the Mayor, otherwise it shall take effect and be in force at the earliest period allowed by law.

_____

President of Council Date

_____

Mayor Date

Attest:

_____

Clerk-Treasurer

RECORD OF ORDINANCES

Resolution No. _____ Passed _____, 20____

SPONSOR: SAFETY COMMITTEE

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR TO ENTER INTO A DELINQUENT DEBT COLLECTION AGREEMENT WITH THE OHIO ATTORNEY GENERAL FOR THE COLLECTION OF UNPAID AND DELINQUENT RECEIVABLE DEBTS OWED TO THE VILLAGE FOR EMERGENCY MEDICAL SERVICES, AND DECLARING AN EMERGENCY.

WHEREAS, pursuant to Section 131.02 of the Ohio Revised Code, the Ohio Attorney General operates a program to assist municipalities with the collection of delinquent debt owed to the municipality; and

WHEREAS, the Village desires to enter into a Delinquent Debt Collection Agreement with the Ohio Attorney General's Office for the collection of unpaid and delinquent debt owed to the Village for emergency medical services; and

WHEREAS, this Council finds and determines, after reviewing all pertinent information, that it is necessary and in the best interest of the Village of Mogadore to enter into a Delinquent Debt Collection Agreement with the Ohio Attorney General's Office for the collection of delinquent debt owed to the Village for emergency medical services.

NOW, THEREFORE, BE IT RESOLVED, by the Council of the Village of Mogadore, Counties of Summit and Portage, State of Ohio, that:

SECTION 1: The Mayor is hereby authorized and directed to enter into a Delinquent Debt Collection Agreement with the Ohio Attorney General's Office for the collection of delinquent debt owed to the Village for emergency medical services, in a form substantially similar to that attached hereto and incorporated herein as Exhibit A.

SECTION 2: A certified copy of this Resolution shall be provided to the Ohio Attorney General's Office.

SECTION 3: This Council finds and determines that all formal actions of this Council concerning and relating to the adoption of this resolution were taken in open meetings of this Council and any deliberations of this Council and any of its committees that resulted in this formal action were in meetings open to the public, in compliance with all legal requirements.

SECTION 4: This Resolution is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, and safety of the residents of the Village of Mogadore and for the purpose of timely collective outstanding debts owed to the Village, and, provided this Resolution receives the affirmative vote of at least five (5) members elected or appointed to this Council, it shall take effect and be in force upon its passage by Council and approval by the Mayor, otherwise it shall take effect and be in force at the earliest period allowed by law.

PAGE NO. _____

RECORD OF ORDINANCES

Resolution No. _____ Passed _____, 20____

_____

President of Council Date

_____

Mayor Date

Attest:

_____

Clerk-Treasurer

DAVE YOST
OHIO ATTORNEY GENERAL

Collections Enforcement
Office 614-466-8360
Fax 614-752-9070

30 E Broad St, 14th Floor
Columbus, OH 43215
www.OhioAttorneyGeneral.gov

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.

3.5.1 In regards to income tax Debt, Political Subdivision hereby warrants that procedures outlined in R.C. 718.18 were complied with, and that notice to such income tax debtors was provided by certified mail. Within this notice, there must be an indication that this debt will be referred for collection by federal and state tax refund offset.

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 may 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 may 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. 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 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. 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 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. 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 ten (10) 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
DAVE YOST

By: ,

_____ _____
Lucas Ward Date
Section Chief

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.

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.

(f) Debt must be less than 10 years old.

(g) Debt must be over $100 per debtor.

Examples of Categories of Debt NOT to be certified:

(a) Debt that has a small balance.

(b) Debt that is against a juvenile.

(c) Debt against a presently incarcerated individual.

(d) Debt that is involved in a bankruptcy, rental or foreclosure action.

(e) Debt from any type of utility.

(f) Debt resulting from code enforcement violations.

(g) Debt that results from a red light camera violation/citation.

PLEASE NOTE: THE ATTORNEY GENERAL'S OFFICE RESERVES THE RIGHT TO DECLINE ACCEPTANCE OF ACCOUNTS BASED ON QUANTITY, VALUE, OR DEBT TYPE. ADDITIONALLY, THE AGO RESERVES THE RIGHT TO CHANGE WHAT DEBTS MAY BE ACCEPTED AT ANY TIME.

PLEASE LIST THE TYPE OF DEBTS YOU WILL BE CERTIFYING 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

DELINQUENT DEBT COLLECTION AGREEMENT
BETWEEN THE
OHIO ATTORNEY GENERAL
AND

EXHIBIT "C"
SERVICE LEVEL AGREEMENT

The following Service Level Agreement is made between the Attorney General of Ohio, Collections Enforcement Section ("AGO") and ("CLIENT"), collectively referenced herein as the "Parties". CLIENT authorizes and the Parties to this Service Level Agreement agree to the following **(if no line is checked, the Parties' agreement is indicated by asterisk, which is the default agreement):**

Attorney General Interest (AGI)	_____ AGO is granted the authority to add AGI to the amount owed by the debtor to be paid to the client (see section IV (4.1) of the Debt Collection Agreement.
AGI	_____ AGO is NOT granted the authority to add AGI to the amount owed by the debtor to be paid to the client.
Write Off Period:	_____ 10 years* _____ Years (insert number of years less than 10)

Either Party may terminate this Service Level 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, regular U.S. mail, certified mail or personal delivery to the other Party's signatory to this Agreement. Regardless of the termination of this agreement, CLIENT is still legally obligated to certify its outstanding Debt pursuant to the Delinquent Debt Collection Agreement between the Parties, until that Agreement is separately terminated. This Service Level Agreement shall remain and continue in full force and effect unless modified or terminated in writing.

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

ACCEPTED AND APPROVED:

_____ _____,

Date

OHIO ATTORNEY GENERAL
DAVE YOST

By: _____ _____,
Lucas Ward Date
Section Chief