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November 2019

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## Five Ways to Prepare Your Home Before a Freeze

*By Michael Hudak, President  
Medina County Home Builders Association*

The cooler weather conjures up images of fireplaces, holiday gatherings and hot chocolate. While it may be easy to prepare your lifestyle for the winter months, as a home owner it is important not to neglect essential pre-winter home maintenance. To keep you and your home safe and ready for cold temperatures, consider taking the following steps.



**Prepare outdoor pipes.** Before cooler temperatures arrive, you must take steps to insulate your outdoor pipes to prevent damage. How does damage to your pipes occur? When water freezes, it expands which in turn causes your pipes to expand leading to cracks or potential bursts. To avoid broken pipes, drain them so any excess water is removed. If you have any hoses laying around in your yard, drain and store them away for the spring.

**Clear out gutters.** Cleaning gutters is a chore for most home owners. Yet, this pre-winter outdoor project can protect your home from future water damage. If your gutters are full of debris, it can back up rain or melting snow that would otherwise be properly drained by gutters leading to potential roof or foundation damage.

**Schedule a heating system check-up.** Don't wait until your heater breaks to call a professional! Schedule an appointment with a heating system expert for a

### In This Issue ...

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CareWorks BWC News

Topgolf Event for MCHBA  
Members & More!

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# SPIKE CLUB

Ken Cleveland	1,071.5*
John Sumodi	278.5
Andy Leach	133
Bob Knight	95
Mark Zollinger	32
Doug Leohr	30
Russ Sturgess	29
Ed Belair	7
Dave LeHotan	6
Michael Kandra	5
Mike Hudak	4.5
Ted Curran	3
Rex Gasser	2.5
Jeremy Krahe	2.5
Ray DiYanni	1.5
Chris Chatterelli	1
Sean Smith	1

Above list has been updated via the most current NAHB Spike Club Roster Report

\*Current Life Spike status



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# Professional Tools for our Members

The HBA has the professional business tools you need for home sales. The MCHBA Home Construction & Limited Warranty Agreement packages are available at the office for only \$35 each. Or if you have your own contract and you just need the Warranty, the warranty and folder are available for just \$25. We encourage you to use these tools for your protection, peace of mind and they make a great resource tool for your customers to keep all their

pertinent home buying paperwork together. Call the HBA office and order your professional tools today.



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## 2019/20 Dates To Remember

### January 29, 2020

**Financial Forecast – Save The Date - Info emailed & included in this newsletter - see pages 11 and 15.**

### March 12, 2020

**Topgolf – Save The Date - Info on page 19. Visit their website to learn even more about this exciting new shift in virtual golf!**



# From the Executive Director

Members and Friends:

Our Fall Parade of Homes although smaller than usual, appears to have been successful for our builder participants. We had even more cluster homes this event which is starting to show a trend as far as the housing market in Medina County. I would like to thank **Carter Lumber** for their incredible ongoing support of this event. Another thank you goes to our Parade Partners: **84 Lumber, All Construction Services, Paramount Plumbing, Inc., Sundance LTD, Third Federal Savings & Loan** and **Wolff Bros. Supply**. We could not have the success or create the marketing and promotion for this event without your valuable support.

It's also that time of year to be thankful and I believe in light of the construction activity this year, we are all thankful for our industry to be doing as well as it is. Plan to attend our Financial Forecast on Wednesday, January 29 at Williams on the Lake. This is a great way to kick off 2020 and be prepared for success. Happy Thanksgiving to all!

Respectfully:

Dave LeHotan  
Volunteer Executive Director



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COUNTY**  
Home Builders  
Association



**MEDINA  
COUNTY**  
Home Builders  
Association

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Parade of Homes

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**LOTS & ACREAGE**

**AKRON**

**4835 Travertine Way:** Desirable Estates of Bath. Approx. 231' frontage & gradually rises to home site approx. 2/3 back, then gradual decline to wooded area. Possibility of w/o lower level. **\$164,900. Gary Stouffer 330-835-4900.**

**AURORA**

**V/L St.Rt. 82:** Great corner lot w/high visibility. Zoned C-3. Located next to shopping center & across from car dealership. Approx. 568' frontage on St.Rt.82 & approx. 673' frontage on S. Bissell. **\$825,000. Gary Stouffer 330-835-4900, Jeremy Fennell 330-388-8159.**

**BARBERTON**

**V/L Austin Dr:** 4 acres zoned C3. Adjacent to 397 Austin Dr. Land is essentially flat & cleared. **\$199,000. Gary Stouffer 330-835-4900, Linda Manfull 330-283-0851.**

**BATH TOWNSHIP – Revere Schools**

**392 E Bath Rd:** 5.6 acres in Cuyahoga Falls. 2 parcels (approx. 4.5 acres combined) w/approx 340' frontage on Bath Rd., zoned R-5. 1 parcel (approx. 1.1 acres) w/approx. 115' frontage on Graham Rd, zoned MU-4. Please do not trespass. Call agent to walk property. **\$700,000. Gary Stouffer 330-835-4900, Matt Stouffer 330-814-4616.**

**Lot 45 Ira Rd:** Build your dream home. Large 2.28 acre heavily wooded lot w/matured trees. Located near Cuyahoga Valley National Park. Revere LSD. **\$125,000. Gina Luisi 330-814-4747, Gary Stouffer 330-835-4900.**

**681 - S/L 29 Trellis Green Dr., Akron:** Private lot in Arbour Green Dev. w/frontage & possible walk-out basement. Wooded in front & open at the back w/ beautiful views. City sewer. **\$113,999. Gary Stouffer 330-835-4900.**

**BRECKSVILLE**

**V/L Woodmill Cir:** Build your dream home on this approx. 1.86 acres in Rockledge Estates. Located on a cul-de-sac, close to Rt. 77 & 82. **\$227,500. Gary Stouffer 330-835-4900.**

**COPLEY**

**V/L Plainview Dr:** Over 6 acres of heavily wooded property located at end of cul-de-sac. Near highways, local shops & restaurants. **\$49,000. Gary Stouffer 330-835-4900, Gina Luisi 330-814-4747.**

**4520 Medina Rd:** Approx. 2 acres zoned Planned Development District which allows for multi-use. Across from Cleveland Clinic Akron General Health & Wellness Center. Features high setting. Close to north & southbound ramps to I-77. **\$450,000. Gary Stouffer 330-835-4900.**

**CUYAHOGA FALLS**

**412-432 E. Bath Rd:** 2.08 acre parcel of land on E. Bath Rd. Zoned R-5. There are 2 homes on property. Please do not trespass. Call agent for showing. **\$250,000. Matt Stouffer 330-814-4616, Gary Stouffer 330-835-4900.**

**S/L 1 Hampton Ledges:** Neighborhood of 6 homes. Located at end of cul-de-sac & situated on 2.492 acres. Perfect setting for walkout lower level. **\$99,500. Gary Stouffer 330-835-4900, Mari O'Neil 330-414-2652.**

**HINCKLEY**

**The Trails at Redwood Falls:** Located where old Skyland Golf Course was. Conservation development will have 97 parcels, walking trails, club house & 5 lakes. City water & sewer. **Robin Pickett 330-322-3181.**

**The Hollow at Willow Lakes:** 47-acre new development w/city water. Over 20 2-acre homesites. Call today to build your dream home with Legacy-Carrington Builders. **Robin Pickett 330-322-3181.**

**KENT**

**4980 SR 43:** Approx. 2.45 acres in Brimfield Twp, currently garden center. 160' frontage on SR 43. **\$386,000. Gary Stouffer 330-835-4900.**

**5439 Burnett Rd:** Approx. 33.5 acres on Summit St. Zoned R-3 High Density Residential. Approx. 630' frontage on Summit St. Sewer/Water/Gas/Electric/Cable (Buyer's responsibility to verify accessibility, capacity, etc. on all utilities). **\$1,200,000. Gary Stouffer 330-835-4900, Matt Stouffer 330-814-4616, Tara Kleckner 330-289-1315.**

**V/L W Campus Center Dr:** Approx. 16.2 acres on east side of W. Campus Center Dr. Approx. 1142' frontage on Campus Center Dr. Subject to new survey, legal description and lot split. **\$125,000. Gary Stouffer 330-835-4900, Matt Stouffer 330-814-4616, Tara Kleckner 330-289-1315.**

**V/L Cline Rd:** Approx. 8.5 acres made up of 3 parcels on Summit St. and Cline Rd. across from Dix Stadium. Zoned R-1 Low Density Residential. **\$300,000. Gary Stouffer 330-835-4900, Matt Stouffer 330-814-4616, Tara Kleckner 330-289-1315.**

**1257 Meloy Rd:** Approx. 8 acres on Meloy Rd. zoned R-1 Low Density Residential. Approx. 756' frontage on Meloy Rd. **\$59,000. Gary Stouffer 330-835-4900, Matt Stouffer 330-814-4616, Tara Kleckner 330-289-1315.**

**V/L Powdermill Rd:** Approx. 7 wooded acres on Powdermill Rd. across from Kent State Golf Course. Zoned C-1 Commercial District. Approx. 558' frontage on Powdermill Rd. **\$165,000. Gary Stouffer 330-835-4900, Matt Stouffer 330-814-4616, Tara Kleckner 330-289-1315.**

**V/L Powdermill Rd:** Approx. 25 acres south of railroad tracks on Powdermill Rd. Zoned R-1 Low Density Residential. Approx. 1076' frontage on Powdermill Rd. Subject to lot split. Sewer/Water/Gas/Electric/Cable (Buyer's responsibility to verify accessibility, capacity, etc. on all utilities). Call agent for additional info. **\$312,500. Gary Stouffer 330-835-4900, Matt Stouffer 330-814-4616, Tara Kleckner 330-289-1315.**

**5036 SR 43:** Approx. 43 acres on SR 43. Zoned G-C General Commercial. Subject to new survey per Portage Co. Sewer/Water/Gas/Electric/Cable (Buyer's responsibility to verify accessibility, capacity, etc. on all utilities). **\$950,000. Gary Stouffer 330-835-4900, Matt Stouffer 330-814-4616, Tara Kleckner 330-289-1315.**

**2346 SR 59:** Approx. 41 acres corner of SR 59 and Powdermill Rd. Zoned C-1 Commercial District. Approx. 1336' frontage on SR. 59. Sewer/Water/Gas/Electric/Cable (Buyer's responsibility to verify accessibility, capacity, etc. on all utilities). **\$1,400,000. Gary Stouffer 330-835-4900, Matt Stouffer 330-814-4616, Tara Kleckner 330-289-1315.**

**LIVERPOOL TOWNSHIP**

**Estates at Rim Rock:** Spectacular 2-3 acre homesites, secluded cul-de-sacs, peaceful country setting. 3 lots left. **Robin Pickett 330-322-3181.**

**MEDINA**

**V/L Ashford Ct:** Approx 3.38 acre lakefront lot on a cul-de-sac, the lot gently slopes down to 3-acre lake. Large pine trees provide privacy and greenery in the winter. **\$199,600. Gary Stouffer 330-805-6900.**

**RAVENNA**

**V/L Emerald Pkwy:** Approx. 120 wooded fairly flat acres in City of Ravenna zoned R-4. Original approved plan was for 300-400 units w/large pond/wetland area in middle of property. **\$875,000. Gary Stouffer 330-835-4900.**

**V/L Rootstown Rd:** Lakefront property on private Lake Hodgson. Stocked lake w/access to canoeing, kayaking, fishing, boating (NO GAS MOTORS). **\$300,000. Gary Stouffer 330-835-4900.**

**RICHFIELD – Revere Schools**

**V/L Brecksville Rd:** Approx. 32 wooded acres w/550' frontage. Nicely rolling w/5 acres in the Village of Richfield w/water & sewer & approx. 27 acres in Richfield Twp. **\$535,000. Gary Stouffer 330-835-4900.**

**3371 Brecksville Rd:** Approx. 5.3 acres zoned Office/Limited Industrial. Land rolls towards back & contains manicured pond. All utilities located at the street. **\$420,000. Gary Stouffer 330-835-4900, Matt Stouffer 330-814-4616.**

**V/L Brecksville Rd:** 3.36 acres w/water & sewer available. Limited industrial/office. **\$230,160. Gary Stouffer 330-835-4900, Linda Manfull 330-283-0851.**

**SHARON TWP – Highland Schools**

**Bonnie Glen -** Beautiful lots ranging from 2 to 4 acres w/ravines, woods & open landscape. Spectacular development to bring your own builder & build your dream home. **Robin Pickett 330-322-3181, Gary Stouffer 330-835-4900.**

**UNIONTOWN**

**3663 S. Arlington Rd:** Over 4 acres of commercial land with 194' frontage on S. Arlington Rd. & Fortuna Dr. Zoned B-3. Utilities at street. Convenient to I-77 & shopping/retail. **\$450,000. Gary Stouffer 330-835-4900, Matt Stouffer 330-814-4616.**

**WADSWORTH**

**599 Brentwood Way S/L 17:** Highland LSD. 2.84 acres on cul-de-sac, well, septic. **\$165,000. Gary Stouffer 330-835-4900.**





## Building Relationships.

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## The Need For Affordable Housing

A commonly heard need from many political officials. In some areas, the lack of affordable housing is seen as a driver for economic development as a wide selection of housing is a plus in recruiting new companies. On another note, the lack of affordable housing drives up existing housing costs. High costs drive some folks away. Pretty simple economics at work here.

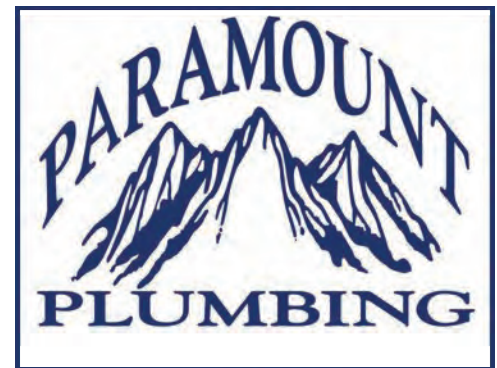
What is confusing is when developers and builders seek to build more affordable housing. Oftentimes, it is the same political officials who bemoan the lack of suitable



housing just don't cooperate. I am still trying to determine if those officials are just providing lip service to the issue. To make housing more affordable they will have to take a look at their regulations and assess just how their own regulations are the problem. We have heard from many who just feel some do not want any more housing.

Ohio provides the public liberal laws to challenge zoning changes with the citizens referendum. Seems fair. However, the final zoning is only achieved after the developer goes through a strenuous and costly process similar to a plat. While plat approval is somewhat protected, a PUD zoning approval is not. It is not very difficult for citizens to pursue a referendum vote by the area's residents to determine if the development can move forward despite approval by local officials. As you can imagine, developers are at a distinct disadvantage to the mob mentality which may exist from opponents. Zoning referendum laws should be reformed to provide protections for housing development.

That is just one case. Local governments and school districts recently urged the Governor to veto reasonable property tax provisions enacted by the legislature to encourage the development of lots for housing. Simply, many of them feel new residents are a burden. Think about that for a minute. Some in local government do not feel residents pay their way. So much for trying to increase the housing stock.



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### Members ...

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## RESIDENTIAL SPECIALTY CONTRACTOR LICENSING BILL RECEIVES FIRST HEARING

SB 179 Residential Contractors legislation extending licensing to residential specialty contractors under the OCILB received its first hearing for sponsor testimony last week. SB 179 attempts to allow for the use of unlicensed subcontractors, but the language likely needs to be clarified further. Also, the bill continues to permit local registration regardless of a state license. We would appreciate any feedback on allowing for the use of unlicensed subcontractors, as well as, the need to continue to register locally. OHBA continues to have discussions with the sponsor and Senate Chairman.

## SENATE INSURANCE COMMITTEE CHAIR SETS RESIDENTIAL ROOFING LEGISLATION AS A PRIORITY

The Chairman of the Senate Insurance Committee commented on roofing regulation set on his radar

for coming hearings. Already, SB 177 ROOFING REGULATION (HOTTINGER, J., THOMAS, C.) to regulate and require the registration of roofing contractors has been introduced and referred to the Senate Transportation, Commerce and Workforce Committee. SB 177 is being pushed by the insurance industry. OHBA has been in discussions with industry stakeholders, including the insurance industry representatives. A copy of SB 177 is attached at the end of this newsletter, and if any further legislation is introduced, OHBA will be tracking that, as well. We appreciate any feedback on SB 177.

Please feel free to contact OHBA with any questions or concerns.

## HB 380 PROMPT PAY LEGISLATION INTRODUCED

HB 380 Construction Payments was recently introduced by Reps. Cross and Sweeney to amend Ohio Revised Code section 4113.61 to require owners of construction projects to pay a contractor within thirty-five days of receiving a request for payment. The bill has been referred to the House Commerce and Labor Committee. OHBA has scheduled a meeting with the sponsor, and encourages contact with any of the sponsors and co-sponsors listed below ASAP. A copy of HB 380 has been attached at the end of this newsletter. There will be further discussion on HB 380 during the OHBA Fall Board of Trustees meetings, November 12th.

Sponsors: Reps. Cross and Sweeney

Co-Sponsors: Reps. Crossman, Skindell, Upchurch, Weinstein, Galonski, Seitz, Lepore-Hagan, O'Brien, Miller, A., Crawley

Please feel free to contact OHBA with any questions or concerns. ■

# Member News

## Renewed Builders

- Pride One Construction Services, LLC – Medina
- Straub Homes – Sterling
- Victory Gate Custom Homes – Massillon

## Renewed Associates

- Floorz – Medina
- Ralph Baratko Excavating – Spencer
- Ron Kreps Drywall & Plastering Co., Inc. – Youngstown

## Dropped Members

- Fidelity National Title – Sheffield



**MEDINA COUNTY**  
Home Builders Association

*Know someone interested in joining the Medina County HBA? Doing business with companies that aren't members? They should be! Download a member application from our website under Join Us.*

## Members ...

If you have newsworthy information about yourself, your business, the industry, other members, that you would like to share – be sure to send information with photos to [susan@idcreativeltd.com](mailto:susan@idcreativeltd.com) for inclusion in **Building Blocks**.

## Members ...

Remember, whenever possible, always try to do business with and support our Parade Sponsors and support your Medina County HBA & local community!



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Sandusky, OH 44870  
P: 567.998.7000

1425 Holland Rd.  
Maumee, OH 43537  
P: 419.490.2622



# Remembering Thomas Robert Allan "Bob" Suthers

June 26, 1948 - September 28, 2019  
Medina, Ohio | Age 71

*We regret to inform you that MCHBA member Bob Suthers, ABC Supply (formerly Norandex), passed away recently. Bob was an active member (and ardent supporter) of our association for over the past 30 years. Our thoughts and prayers go out to Bob's family and friends as he will be missed by all. Here is his obituary as it appeared online via The Medina County Gazette.*

Thomas Robert Allan "Bob" Suthers, 71, of Medina, passed away Saturday, September 28, 2019. He was born June 26, 1948 in Vancouver BC, Canada, to the late Thomas Suthers and Patricia (Livingstone).

Bob is survived by his wife of 42 years, Susan (Rottmayer) and his daughter, Aimée; his mother, Patricia (Livingstone); his brother, Gregory Suthers and daughter, Kailey; his brother, Jamie Suthers, wife, Anne (Porter), daughter, Andie and son, Keenan; as well as many close friends and extended family, including three dogs.

He was preceded in death by his father, Thomas Suthers and his brother Gregory's wife, Monika (Lederer).

While born in Canada, Bob's parents raised him and his brothers outside of Los Angeles in Reseda, California in a home filled with music, joy and of course, lots of love. After moving to Ohio in high school, he met his lifelong friend, Dennis Nixon who attended college with him at the University of Akron, where Bob met his dear wife, Sue, whom he married in 1977. Years later he became a proud and devoted father to his beloved daughter, Aimée.

Simply put, Bob was one of a kind. His zest for life was undeniable, celebrating every day with gratitude. He exuded love, compassion and respect for everyone he met. With his contagious smile, kind eyes and silly sense of humor, Bob's authentic and genuine spirit was palpable.

An avid lover of music, instilled in him by his inspirational parents, Bob enjoyed attending concerts with his wife, friends and especially his daughter. An athlete all his life, he played baseball well into his 60's and coached both his brother's and daughter's teams. He spent his free time outside working in the yard, sharing precious moments with his wife on the dance floor and was fond of walking their dogs.

A devout Christian, Bob participated in Stephen Ministries and his sincere attentiveness through listening also helped him become a leading salesman, earning many awards. With his adept awareness of the construction industry and compassionate essence, he served on the board for Habitat for Humanity for 15 years.

Donations may be made to Habitat for Humanity on his behalf.

Online condolences may be left at [waitefuneralhome.com](http://waitefuneralhome.com)

(Cover Story - Continued from cover)

check-up to make sure your system is functioning optimally. Even if you have a new heating system, don't forget to change the filter. A furnace filter that is dirty reduces the efficiency of your system, which could increase your heating bill. A good rule of thumb is to replace your furnace filter every three months while it is in use.



**Seal doors and windows.** During the winter months, heat always tries to find a way to escape from your home. Cracks and gaps around your windows are doors are most common. A simple addition of caulk or weatherstripping can keep the heat inside your home. Any crack that is bigger than the width of a nickel should be caulked.

**Prepare a cold weather safety kit.** Severe winter storms cause power outages, potentially putting you and your family at a safety risk. Before winter hits, consider assembling a home winter safety kit for you and your family. Some items to consider are a working fire extinguisher, back up generator and shovel or deicing fluid to remove snow from entryways and sidewalks.

To learn more about routine home maintenance and other tips to protect your home in cold or winter months, contact the Medina County Home Builders Association. ■





THE GREAT  
NOKANDUSKI



2020

# FINANCIAL FORECAST



Wed., January 29, 2020  
Noon to 1:30 pm

@

**Williams on the Lake**

Back Building – Lakeside East

787 Lafayette Rd. | Medina, Ohio 44256

Email: [susanb@medinacountyhba.com](mailto:susanb@medinacountyhba.com)

**Forecast Speakers:**

**Bob Giacomo, Westfield Bank**

**Jim Owen, Fifth Third Bank**

**REGISTRATION:** Builders FREE (RSVP req'd)  
Members – \$25 | Non-Members – \$30  
(includes lunch provided by Williams on the Lake)

**Lunch:** “Soup and Sandwich” - includes Deli Wrap sandwich;  
Chicken Noodle soup; fresh tossed salad, assorted cookies  
and brownies, coffee, water and soft drinks

There are many uncertain, strange and mystical ways to predict the future; however, as a member of the Medina County HBA, we make it easy for you. We are fortunate to have some of the finest financial brains available to clue us in on what to expect in 2020 and beyond. It can positively impact the financial success of your business to learn what to expect next year, how that relates to the local construction industry, and how you can capitalize on that information to thrive.

Remember, ***failing to plan is planning to fail*** so plan for success by attending the 2020 Financial Forecast. It's truly a valuable membership benefit!

**Registration required.** Register online via email to: [susanb@medinacountyhba.com](mailto:susanb@medinacountyhba.com). You will be sent a confirmation and invoice - it's that easy. **Builders MUST RSVP to get FREE lunch. No shows will be charged.**

RSVP / register ***no later than January 17th*** and don't miss this important event to help you plan for and reap the benefits of success in 2020 and beyond.



## Savings at a Glance

[nahb.org/savings](http://nahb.org/savings)

**Amazon Business** - Create an Amazon Business account and gain access to the NAHB Amazon store which offers recommended products tailored to your industry's needs while unlocking additional business savings. Sign up here, [amazon.com/NAHB](http://amazon.com/NAHB)

**Kabbage®** created a new way to provide flexible access to small business financing. They use an online application to provide a quick decision. [Kabbage.com/nahb](http://Kabbage.com/nahb) has provided access to over \$5 billion in funding."

**FCA US LLC** - A \$500 cash allowance for members, employees and household family members. This offer is good toward many new models in the Chrysler, Dodge, Jeep®, Ram or FIAT® vehicle lineup and is stackable with most current local or national incentives. Visit [nahb.org/fca](http://nahb.org/fca) to learn more.

**Lowe's** - Visit [LoweForPros.com/NAHB](http://LoweForPros.com/NAHB) or call 877-435-2440 and register to save 2% on your Lowe's Accounts Receivable (LAR) or Lowe's Business Accounts (LBA) purchases and free delivery on purchases over \$500. Save an additional 5% every day at the store when you mention the 5% at time of purchase and when using your LAR or LBA.

**General Motors** – General Motors is proud to offer NAHB Members a Private Offer of up to \$1,000 on your next Chevrolet, Buick and GMC vehicle. Visit [nahb.org/gm](http://nahb.org/gm) to learn more.

**Ticket Monster** – NEW! MemberDeals is pleased to offer entertainment and travel discounts for both regional and nationwide attractions and events to all NAHB members. Access exclusive savings on movie tickets, theme parks, hotels, tours, Broadway and Vegas shows & more. Visit [memberdeals.com/nahb](http://memberdeals.com/nahb) to learn more!

**Nissan/Infiniti Commercial Vehicles** – NEW! Nissan North America presents NAHB Members, their employees and HBA staff with a program allowing exclusive incentives off various Nissan and Infiniti vehicles. You can save thousands! Learn more at [nahb.org/Nissan](http://nahb.org/Nissan)

**UPS Savings Program & YRC Freight** - UPS discounts of up to 36% on a broad portfolio of shipping services. Savings of at least 70% on less-than-truckload shipments 150 lbs. or more with UPS Freight and YRC Freight. Visit [1800members.com/NAHB](http://1800members.com/NAHB) or call 1-800-MEMBERS (800-636-2377) for more information.

**GEICO** - Exclusive NAHB discounts for members on auto insurance. Visit [geico.com/disc/nahb](http://geico.com/disc/nahb) or call 800-368-2734. Mention NAHB for auto, homeowners, and commercial auto quotes.

**2-10 Home Buyers Warranty** - Visit [2-10.com/NAHB](http://2-10.com/NAHB) or call 855-280-1328 to receive exclusive access to discounts on select products, including the Builder Backed Service Program and the systems and appliances warranty.

**TSYS** - Payment solutions with average savings of 16% per year. Web/mobile tools, credit card and eCheck processing and more. Free "Savings Analysis" call 800-613-0148 or visit [tsysassociation.com/NAHB](http://tsysassociation.com/NAHB).

**Dell** - Up to 30% off on all Dell computers. Call 800-757-8442 and Mention NAHB or visit [dell.com/nahb](http://dell.com/nahb).

**ConstructionJobs.com** - NAHB offers a recruitment tool to all NAHB members in their search for new employees. NAHB members enjoy a 20% discount off standard rates. Visit: [nahb.org/en/members/member-discounts/archived-webpages/nahb-career-center.aspx](http://nahb.org/en/members/member-discounts/archived-webpages/nahb-career-center.aspx) to connect with top talent and top employers in the construction industry today.

**Hertz** - Up to 20% off on rental cars and FREE Gold Plus Rewards membership. Visit [hertz.com/nahb](http://hertz.com/nahb), or call 800-654-2200 and use CDP# 51046.

**Avis** - Up to 25% off car rental base rates and FREE Avis Preferred Service membership at [avis.com/nahb](http://avis.com/nahb), or call 800-331-1212 and use AWD code G572900.

**Budget** - Up to 25% off car rental base rates and FREE Budget Fastbreak at [budget.com/nahb](http://budget.com/nahb), or call 800-283-4387 and use BCD code Z536900.

**Office Depot** - Office Depot – Save up to 80% in-store or online. Free shipping on orders of \$50 or more. Visit [www.officediscounts.org/NAHB](http://www.officediscounts.org/NAHB) or call Jeremy Kirkland for assistance with your business account; 855-337-6811 Ext. 2897

**Omaha Steaks** - Save 10%, in addition to any online specials. [OSincentives.com/promo/nahb](http://OSincentives.com/promo/nahb)

**FTD** - 20% off floral arrangements and gifts at [ftd.com/nahb](http://ftd.com/nahb) or call 800-SEND-FTD use code 17421.

**Houzz** –Free access to the concierge service, instant approval into the Houzz Trade Program giving trade-only discounts up to 50% off, plus special discounts on local advertising. Visit [houzz.com/NAHBmembers](http://houzz.com/NAHBmembers)



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is strongly recommended because it partially closes the opening of your chimney to prevent harmful debris buildup.

***Does my fireplace need to be cleaned?***

Yes, a chimney sweeper can ensure your fireplace is in the ideal condition to be used and thoroughly inspect your unit for any tar-like build-up known as creosote. A build-up of creosote can catch fire that can spread to the attic and other parts of your home. You may want to ask the chimney sweep for additional advice on cleaning and maintenance for future use.

***Can I keep my holiday décor on or near my fireplace?***

Experts recommend keeping furniture at least 36 inches away from the fireplace to avoid a spark igniting object in your home. If you have stocking or other holiday decorations hanging from your mantle, it's best to remove them when your fireplace is in use as a precaution.

***How and when do I clean my fireplace after I use it?***

Once the fire has flamed out, only remove the ashes up to three days after use. Fireplace coals are extremely hot and still have the potential to start a fire. Live coals can remain in the ashes so avoid using a vacuum during clean up. Once you've swept up the ashes, store them in a metal container away from wood floors or combustible materials.

Be sure to share these tips with existing and potential homebuyers. For more fall home maintenance tips, visit NAHB's website. ■

## Five Burning Questions About Fireplace Safety

*Provided by National Association of Home Builders*

Fireplaces provide a generous amount of warmth and add a special ambiance to your home. Before you relax and enjoy your fireplace during the fall and winter months, here are key answers to common questions about how to safely enjoy this unique home feature.

***How do I know if my fireplace needs repairs?*** Before the first spark is ignited in your fireplace this winter, make sure your chimney is structurally sound. If bricks



or joints are chipped or if your chimney is tilting, it may be time for some repairs. Visible cracks and holes are other signs that your chimney needs attention.

***What is a chimney cap and do I need one?***

A gaping hole on the top of your roof can invite trouble. Tree branches, leaves, twigs, birds nest and critters of all types can enter your home or create a blockage. Luckily, there is a simple solution to keep pests and unwanted materials from nestling in your chimney: a chimney cap. This device

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WE NEED **JAN. 29, 2020** YOU!!!

## ASSOCIATE MEMBERS

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A \$100 Sponsorship will get:

1. Your name and business publicly mentioned at this well-attended meeting as a supporter
2. Your name on a 24x36 poster at the sign-in table as a sponsor of this important event
3. One lunch included!

It's also a perfect opportunity to network with fellow members and to meet and greet builder members as well. So get involved and be a sponsor!

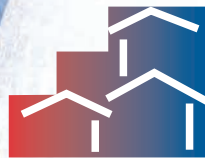
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# FINANCIAL



MEDINA  
COUNTY  
Home Builders  
Association

# FORECAST

# › October/November 2019 BWC News from CareWorks Comp

*“The only thing that ever sat its way to success was a hen.” ~Sarah Brown*

## Happening Now: Group Rating & Group Retrospective Enrollment for upcoming 7/1/2020 Policy Year

It's that time of year again: 2020 Traditional Group Rating and Group Retrospective Rating offers are being sent out to employers. Some employers are eligible for both programs (we refer to this as “dual eligibility”). We're eager to discuss these options with you, as each year there may be a different mix of cost-saving strategies that work best for your organization. **The enrollment deadline for the 7/1/2020 Rate Year is November 15, 2019 for Traditional Group Rating, and January 24, 2020 for Group Retrospective Rating.**

## What's an EMR and Why is it Important?

The Experience Modifier Rate (EMR) plays a pivotal role in determining an employer's premium rates and, in some cases, obtaining work as a subcontractor. The BWC calculates the EMR based on a comparison of the employer's experience period claims compared to an industry average expected claim level. The EMR is used as a gauge for future claim costs and serves to adjust an employer's premium if claims are above or below expected levels. The EMR is applied to the base rate and is used as a base rate credit discount or a penalty rate surcharge. When an employer's EMR is above 1.00 they are “penalty rated”. If an employer's EMR is below 1.00 they are “credit rated”. Traditional Group Rating programs serve to lower an employer's EMR below the EMR levels they could achieve on their own. There are circumstances when employers must provide their EMR, as a requirement to bid on particular jobs and that is used to gauge the employer's workplace safety. Each June, BWC provides private employers with an on-line experience exhibit that provides their upcoming policy year experience period data including experience claims, base rates for their manual classifications and their Experience Modifier Rate(EMR). For public employers, this experience exhibit is provided in December each year. Please contact CareWorks Comp if you have any questions about your organization's EMR.

## Important Deadlines:

- ï **October 21, 2019:** BWC Premium Installment due if you pay on a Monthly or Bi-Monthly basis.
- ï **October 23, 2019:** cut-off date for CareWorks Comp to receive AC3 (Temporary Authorization Form) to request Group Rating/Group Retrospective quote for 2020 Rating Year.
- ï **November 15, 2019:** Deadline to enroll into traditional Group Rating with CareWorks Comp for the 2020 Rating Year.



## Ohio BWC Offering Free, Informative Monthly Webinars

Conducted twice per month, the BWC offers free Webinars that last approximately 20 minutes. The topics of these informational webinars change monthly. You can also view past recorded webinars. Register for upcoming BWC webinars here: [Employer Webinars](#)

## Your Billion Back Rebate Check is Coming Soon!

In June, the Ohio Bureau of Workers Compensation Board of Directors approved a \$1.5 billion rebate to Ohio employers with an active BWC policy. According to the BWC it will distribute rebate checks to nearly 180,000 public and private employers. The BWC expects to begin mailing checks to public employers on September 26<sup>th</sup>, followed by private employers through October 24<sup>th</sup>. This will mark the fifth time since 2013 the BWC has returned at least \$1 billion to Ohio employers.

The \$1.5 billion will equate to 88 percent of the premiums Ohio employers paid for the 2017 policy year which ended June 30, 2018. The majority of rebate will go to private employers, while public entities are estimated to receive approximately \$164 million in rebates.

## CareWorks Safety Library: Now Live!

Looking for an easy way to fulfill your 2-hour Safety Training Requirement for this current 2019 Policy Year? We've got the answer! Simply go to: [CareWorks Safety Training Library web link](#) Here you will find previously recorded webinars that you can register for to fulfill your 2-hour Safety Training Requirement. Each webinar is 2 hours long and costs \$25.00. Currently, there are 4 webinars to choose from:

- ï **Employee Engagement**
- ï **OSHA Inspections; Prevention, Preparation, & Minimizing Fines**
- ï **OSHA Recordkeeping**
- ï **Preventing Slip, Trip, Fall, & Overexertion Injuries**

Looking for a do-it-yourself Toolbox Talk to give to your employees? Go to: [CareWorks Safety Training Library web link](#) lick on the orange "VIEW TOOLBOX TALKS" link and you will see 13 different Toolbox Talk programs that you can download and use to train your employees. The topics range from **Emergency Evacuation Plans** to **Diffusing Workplace Violence** and even **Parking Lot Safety**. Print out each of them and use one at your next employee meeting!

## Personal Protective Equipment – PPE

Personal Protective Equipment, or PPE, is designed to protect workers from serious workplace injury or illness resulting from contact with chemical, radiological, physical, electrical, mechanical, or other workplace hazards. Besides face shields, safety glasses, hard hats and safety shoes, protective equipment includes a variety of devices and garments such as goggles, coveralls, gloves, vests, earplugs, and respirators.

OSHA deems that using PPE is essential – but also the last line of defense when it comes to protecting employees, after engineering, work practice and administrative controls. Engineering controls involve physically changing a machine or work environment.

Administrative controls involve changing how or when workers do their jobs, such as scheduling work and rotating workers to reduce exposures. Work practices involve training workers how to perform tasks in a way that reduces their exposure to workplace hazards.

Employers are required to assess their workplace to determine if hazards are present that require the use of PPE. If such hazards are present, the employer must select PPE and require workers to use it.

The employer must also train those workers who are required to wear PPE on how to do the following:

- Use PPE properly
- Be aware of when PPE is necessary
- Know what kind of PPE is necessary
  
- Understand the limitations of the PPE in protecting workers from injury
- Put on, adjust, wear, and take off PPE
- Maintain PPE properly.

For more information, please contact Steve Brazil at 614.526.7195 or [steve.brazil@yorkrisk.com](mailto:steve.brazil@yorkrisk.com).





## Brand New Full-Selection Design Center.

Conveniently located next to our Kitchen & Bath Showroom, our new full-selection Design Center will be your one-stop shop for all your project needs!

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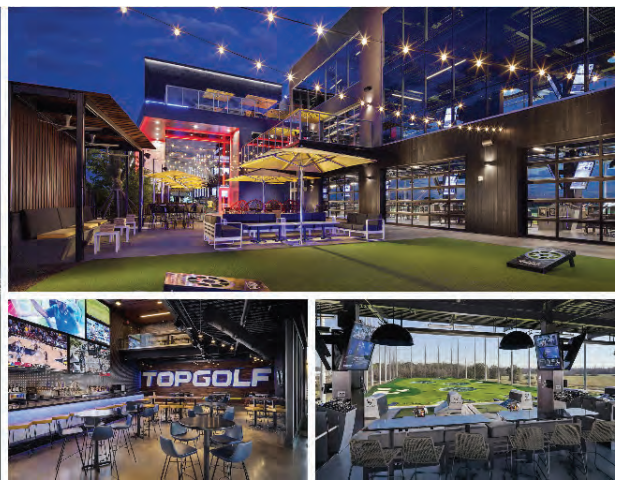
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## About Topgolf Cleveland – Everyone’s Game

Welcome to Topgolf – the premier entertainment destination in Independence. And by entertainment destination, we’re talking about a place you can come for birthday parties, bachelor or bachelorette parties, corporate events, date nights, or just a night out with friends, and everyone will have a great time.

No matter the occasion or who you share it with, we believe that every great time starts with play, is fueled by food and drinks, moved by music and all made possible through community. There’s no pressure to have a good golf swing or score a lot of points. It’s all about everyone having fun.

At Topgolf, we’ve made socializing a sport through a blend of technology and entertainment – and that’s just the game! As you journey through our venue on any given day, you’ll find a place buzzing with energy, dozens of climate-controlled hitting bays for year-round comfort with HDTVs in every bay and throughout our sports bar & restaurant.

We take amazing eats pretty seriously. That’s why at our Topgolf Cleveland restaurant, you will find an accomplished Executive Chef and experienced team, using high-quality ingredients to deliver a fresh twist on familiar favorites. We’re not just a place to play, we’re one of the best places to eat in the Independence, OH area.

If you’re looking for things to do in Independence, there are plenty of places to go to – but if you’re looking for a truly unique experience, look no further than Topgolf.

For more information, visit [topgolf.com/us/cleveland/](http://topgolf.com/us/cleveland/)



MCHBA Members:

We are planning a March event at the new Topgolf facility scheduled for completion this December, 2019 at I-480 and Rockside Road, across the street from the Embassy Suites in Independence, Ohio. We need your feedback to finalize this event. Those of you that have played Topgolf know how much fun it is and those of you that haven’t, you are in for a real treat.

Here’s what to expect:

- **3 hours of Topgolf play**
- **Best ball scramble**
- **6 person teams**
- **Lifetime members for all guests**
- **FREE club rental**
- **Game demonstration**
- **Dedicated event host**

Events can be scheduled for breakfast, lunch or dinner, but breakfast and lunch are likely our best options and less expensive so we will focus on our first event being one of these unless our members prefer a dinner event.

**Breakfast Menu** – scrambled eggs, pecanwood smoked bacon, sliced Canadian bacon, house skillet potatoes, fresh seasonal fruit, assorted danish, coffee, tea and orange juice.

**Lunch Menu** – chicken tenders with honey mustard sauce, mini hot dogs with cheese and house relish, pulled pork sliders, potato salad, fresh seasonal fruit, assorted kettle chips, chocolate chip cookie bites, fountain sodas, iced tea and water - all included. Beer, liquor and wine available at a cash bar.

*Let us know what you are interested in email: [susanb@medinacountyhbba.com](mailto:susanb@medinacountyhbba.com)*



**As Introduced**

**133rd General Assembly**

**Regular Session**

**2019-2020**

**S. B. No. 177**

**Senators Hottinger, Thomas**

**Cosponsors: Senators Hackett, Lehner, Yuko**

---

**A BILL**

To enact sections 4740.20, 4740.21, 4740.22, 1  
4740.23, 4740.24, 4740.25, and 4740.26 of the 2  
Revised Code to regulate and require the 3  
registration of roofing contractors. 4

**BE IT ENACTED BY THE GENERAL ASSEMBLY OF THE STATE OF OHIO:**

**Section 1.** That sections 4740.20, 4740.21, 4740.22, 5  
4740.23, 4740.24, 4740.25, and 4740.26 of the Revised Code be 6  
enacted to read as follows: 7

**Sec. 4740.20.** As used in sections 4740.20 to 4740.26 of 8  
the Revised Code: 9

(A) "Board" means the Ohio construction industry licensing 10  
board. 11

(B) "Consumer" means a person who seeks roofing services. 12

(C) "Contract" means a contract to provide roofing 13  
services and includes the entire cost of the construction 14  
undertaking, including labor, materials, rentals, and all direct 15  
and indirect project expenses. 16

(D) "Contractor" means a person engaged in roofing 17

services for a fee or who offers to engage in or solicits 18  
roofing services for a fee. "Contractor" does not include any of 19  
the following: 20

(1) The owner of a residential or farm property, when the 21  
owner performs roofing services on that property; 22

(2) An employee of the owner of a residential or farm 23  
property, when the employee performs roofing services on that 24  
property; 25

(3) An authorized employee or representative of the United 26  
States government, this state, or a political subdivision, when 27  
the employee or representative performs roofing services on 28  
property owned by that governmental entity; 29

(4) A person who furnishes any fabricated or finished 30  
product, material, or article of merchandise that is not 31  
incorporated into or attached to real property by the consumer 32  
so as to become affixed to the property; 33

(5) A person who is acting as a contractor's employee or 34  
as a subcontractor. 35

(E) "Employee" means an individual who performs work in 36  
exchange for compensation that is reported as income from wages. 37

(F) "Person" includes any individual, partnership, 38  
corporation, business, trust, or other legal entity. 39

(G) "Principal business address" does not include a post 40  
office box. 41

(H) "Roofing services" means the installation, renovation, 42  
repair, maintenance, alteration, or waterproofing of any roof, 43  
gutter, downspout, or siding product with regard to a 44  
residential premises. 45



(I) "Subcontractor" means a person, other than a contractor's employee, who undertakes, offers to undertake, agrees to perform, or is otherwise awarded a portion of an existing contract by a contractor. 46  
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Sec. 4740.21. (A) (1) Except as otherwise provided in division (A) (2) of this section, beginning on the thirtieth day after the effective date of this section, no contractor shall undertake, offer to undertake, or agree to perform roofing services unless the contractor is registered under this section. 50  
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(2) A contractor who is a party to a contract that was signed before the effective date of this section and who is not registered under this section may complete the contract. 55  
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(B) A person seeking to be registered as a contractor shall submit an application to the board that includes all of the following: 58  
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(1) The person's name, principal business address, telephone number, and, if applicable, the person's web site address and electronic mail address; 61  
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(2) The names and principal business addresses of all of the person's affiliates, subsidiaries, owners, partners, trustees, officers, directors, or principal shareholders. Those names and addresses are not public records for purposes of section 149.43 of the Revised Code, and the board shall keep those names and addresses confidential and shall not disclose those names and addresses. 64  
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(3) A statement of whether the person or the person's owner, partner, trustee, officer, director, or principal shareholder previously has been registered in this state as a contractor, under what other names the person or the person's 71  
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owner, partner, trustee, officer, director, or principal 75  
shareholder was registered, whether that registration was 76  
suspended or revoked, and whether any civil judgments or 77  
arbitration awards have been entered against the person or the 78  
person's owner, partner, trustee, officer, director, or 79  
principal shareholder; 80

(4) Proof of the insurance required under division (A) (1) 81  
of section 4740.24 of the Revised Code, if the board requires 82  
that proof by rule adopted under section 4740.25 of the Revised 83  
Code. 84

(C) The board may require by rule adopted under section 85  
4740.25 of the Revised Code a fee not to exceed one hundred 86  
dollars for registering a contractor under this section. 87

(D) The board may deny, restrict, suspend, or revoke a 88  
person's contractor registration if the board finds that the 89  
person or the person's owner, partner, trustee, officer, 90  
director, or principal shareholder has done any of the 91  
following: 92

(1) Committed fraud, deceit, or misrepresentation in the 93  
registration process; 94

(2) Practiced or attempted to practice roofing services by 95  
fraudulent misrepresentation; 96

(3) Committed an act of gross malpractice or incompetence; 97

(4) Been convicted of a criminal offense that indicates 98  
unfitness or incompetence to practice as a contractor or that 99  
indicates that the person or the person's partner, trustee, 100  
officer, director, or principal shareholder has deceived or 101  
defrauded a member of the public. The board shall adopt rules 102  
under section 4740.25 of the Revised Code setting forth the 103



disqualifying offenses for purposes of this division. In 104  
adopting those rules, the board shall consider the workforce 105  
needs of the roofing industry. 106

(5) Been declared incompetent by a court of competent 107  
jurisdiction; 108

(6) Knowingly violated any provision of sections 4740.20 109  
to 4740.26 of the Revised Code or of any rule adopted by the 110  
board under section 4740.25 of the Revised Code; 111

(7) Had a contractor license or registration suspended or 112  
revoked in this state or in any other jurisdiction; 113

(8) Failed to maintain the insurance required by division 114  
(A) (1) of section 4740.24 of the Revised Code; 115

(9) Failed or refused to pay taxes due in this state; 116

(10) Failed to comply with section 1703.03 or 1705.54 of 117  
the Revised Code. 118

(E) The board may accelerate the registration of any 119  
person who is registered or licensed and in good standing as a 120  
contractor in another state with similar registration or 121  
licensing standards. 122

(F) The board shall issue a certificate of registration to 123  
a contractor registered under this section. The certificate 124  
shall contain a unique registration number and any other 125  
information the board considers appropriate, shall not be 126  
transferable, and shall be valid from the date of issuance. 127

(G) The board may adopt rules under section 4740.25 of the 128  
Revised Code requiring periodic renewal of a contractor 129  
registration and a renewal fee not to exceed one hundred 130  
dollars. 131

(H) If the board becomes aware that a person has failed to 132  
comply with section 1703.03 or 1705.54 of the Revised Code, the 133  
board promptly shall inform the secretary of state of that fact. 134

**Sec. 4740.22.** The requirements of this section apply with 135  
respect to a contract for roofing services for an amount greater 136  
than seven hundred fifty dollars. 137

(A) The contract shall be in writing and shall include all 138  
of the following: 139

(1) The complete agreement between the consumer and the 140  
contractor, including a clear description of any other documents 141  
that are or will be incorporated into the contract; 142

(2) The contractor's full legal name, business names, 143  
principal business address, telephone number, electronic mail 144  
address, if available, and registration number issued under 145  
section 4740.21 of the Revised Code; 146

(3) A description of the contractor's insurance coverage 147  
as described in division (A)(1) of section 4740.24 of the 148  
Revised Code, including the insurance policy limits, the 149  
effective dates of applicable policies, and the name of the 150  
insurer; 151

(4) An itemized description of the work to be done, the 152  
cost of labor, and the materials to be used in performing the 153  
contract; 154

(5) The total amount agreed to be paid for the work to be 155  
performed under the contract, including all change orders and 156  
work orders; 157

(6) An approximation of the cost expected to be borne by 158  
the consumer, if some or all of the cost will be paid by the 159



consumer's insurer; 160

(7) A provision allowing payment to be made by cash, 161  
check, or credit card, at the consumer's discretion; 162

(8) The signatures of all persons party to the contract; 163

(9) In immediate proximity to the space reserved for the 164  
consumer's signature, a statement in substantially the following 165  
form and in at least ten-point boldface type: 166

"You may cancel this contract not later than the third 167  
business day after entering into this contract. If this contract 168  
is related to an insurance claim, you may also cancel the 169  
contract not later than the third business day after you are 170  
notified that your insurer has denied all or any part of a claim 171  
or loss related to the contract. See the attached notice of 172  
cancellation form for an explanation of this right." 173

(10) A fully completed form in duplicate, captioned 174  
"NOTICE OF CANCELLATION," which shall be attached to the 175  
contract but easily detachable, and which shall contain the 176  
following statement in at least ten-point boldface type: 177

"NOTICE OF CANCELLATION 178

You may cancel this contract not later than the third 179  
business day after entering into the contract. If this contract 180  
is related to an insurance claim, you may also cancel the 181  
contract not later than the third business day after you are 182  
notified that your insurer has denied all or any part of your 183  
claim or loss. You may cancel the contract by mailing or 184  
delivering a signed and dated copy of this cancellation notice 185  
or any other written notice to (name of contractor) at 186  
(contractor's principal business address) at any time before the 187  
applicable deadline. You may also send a cancellation notice 188

through electronic mail if the contractor has provided an 189  
electronic mail address. If you cancel, any payments you have 190  
made under the contract will be returned to you, less a 191  
reasonable charge for any services and materials provided, not 192  
later than the tenth business day after you send the 193  
cancellation notice to the contractor, and any security interest 194  
arising out of the transaction will be canceled. You must retain 195  
a copy of the cancellation notice. 196

I HEREBY CANCEL THIS TRANSACTION 197

..... 198

(Date) 199

..... 200

(Signature)" 201

(B) At the time the contract is signed, the contractor 202  
shall provide to the consumer a copy of the contract signed by 203  
both the contractor and the consumer. No work shall begin before 204  
the contract is signed and a copy of the contract is provided to 205  
the consumer. 206

**Sec. 4740.23.** (A) A consumer may cancel a contract for 207  
roofing services not later than the third business day after the 208  
consumer enters into the contract. A consumer who has entered 209  
into a contract that is to be paid from the proceeds of a 210  
property or casualty insurance policy claim also may cancel the 211  
contract not later than the third business day after the 212  
consumer receives written notice from the insurer that all or 213  
any part of the claim in question is not covered under the 214  
insurance policy. 215

(B) A notice of cancellation is not required to be in any 216

particular form and is sufficient if it indicates, by any form 217  
of written expression, the consumer's intention not to be bound 218  
by the contract. The consumer shall retain a copy of the 219  
cancellation notice for a reasonable period of time. 220

(C) A contract is canceled when the consumer gives written 221  
notice of cancellation to the contractor at the principal 222  
business address or, if applicable, electronic mail address, 223  
stated in the contract. If the consumer gives notice of 224  
cancellation by mail, the cancellation is effective when the 225  
consumer deposits the notice into the United States mail, 226  
postage prepaid, and properly addressed to the contractor. 227

(D) Not later than the tenth business day after a contract 228  
is canceled, the contractor shall tender to the consumer or to 229  
the possessor of the residential premises any payments, partial 230  
payments, or deposits made by the consumer and any note of 231  
indebtedness, except that if the contractor has performed 232  
services or provided materials that have been acknowledged by 233  
the consumer in writing, the contractor shall be entitled to the 234  
reasonable value of those services or materials. 235

**Sec. 4740.24.** (A) A contractor shall do all of the 236  
following: 237

(1) Obtain all of the following in the name of the 238  
contractor and maintain them in full force and effect while the 239  
contractor is providing roofing services: 240

(a) Workers' compensation insurance; 241

(b) Contractor liability insurance, including completed 242  
operations coverage, in an amount of at least five hundred 243  
thousand dollars. 244

(c) A surety license bond in an amount determined by the 245



board by rule adopted under section 4740.25 of the Revised Code. 246

(2) Maintain a list of all subcontractors who have 247  
performed work under any contract under which the contractor has 248  
begun work during the past three years. The list shall include, 249  
at a minimum, each subcontractor's full legal name and principal 250  
business address. 251

(3) Notify the board within thirty business days of 252  
changing the contractor's trade name or principal business 253  
address or of providing roofing services in any name other than 254  
the one in which the contractor is registered. 255

(B) A contractor shall not do any of the following: 256

(1) Advertise, promise to pay, or rebate any portion of an 257  
insurance deductible as an inducement to the sale of goods or 258  
services, including granting an allowance or offering a discount 259  
against the fees to be charged or paying the consumer, or any 260  
person directly or indirectly associated with the property in 261  
question, any form of compensation, except as permitted under 262  
division (B) (2) of this section; 263

(2) Induce the sale of goods or services by doing any of 264  
the following: 265

(a) Offering or providing any upgraded work, material, or 266  
product not specified in the contract, unless the contractor and 267  
the consumer sign a written addendum to the contract that 268  
provides for that upgraded work, material, or product; 269

(b) Granting any allowance or offering any discount 270  
against the fees to be charged, unless the allowance or discount 271  
is specified in the contract or unless the contractor and the 272  
consumer sign a written addendum to the contract that provides 273  
for that allowance or discount; 274

<u>(c) Paying to the consumer, or to any other person</u>	275
<u>directly or indirectly associated with the property in question,</u>	276
<u>any form of compensation, including a gift, prize, bonus,</u>	277
<u>coupon, credit, referral fee, trade-in or trade-in payment,</u>	278
<u>advertising, or other fee or payment, unless the compensation is</u>	279
<u>specified in the contract or unless the contractor and the</u>	280
<u>consumer sign a written addendum to the contract that provides</u>	281
<u>for that compensation;</u>	282
<u>(3) Require a deposit of more than one-half of the</u>	283
<u>contract price;</u>	284
<u>(4) Abandon or fail to perform, without justification, any</u>	285
<u>ongoing contract or deviate from or disregard plans or</u>	286
<u>specifications in any material respect without the consent of</u>	287
<u>the consumer;</u>	288
<u>(5) Fail to credit the consumer for any payment the</u>	289
<u>consumer has made to the contractor in connection with the</u>	290
<u>contract;</u>	291
<u>(6) Make any material misrepresentation in the procurement</u>	292
<u>of a contract or make any false promise likely to influence,</u>	293
<u>persuade, or induce the procurement of a contract;</u>	294
<u>(7) Violate any applicable state or local building code;</u>	295
<u>(8) Fail to pay for materials or services rendered in</u>	296
<u>connection with operating as a contractor, if the contractor has</u>	297
<u>received sufficient funds as payment for the particular</u>	298
<u>construction work, project, or operation for which the services</u>	299
<u>or materials were rendered or purchased;</u>	300
<u>(9) Report, adjust, or negotiate a claim on behalf of a</u>	301
<u>consumer or receive compensation for referring a claim to any</u>	302
<u>person who reports, adjusts, or negotiates a claim on behalf of</u>	303

<u>a consumer;</u>	304
<u>(10) Fail to possess any insurance required under state, federal, or local laws;</u>	305
<u>(11) Seek or obtain a power of attorney on behalf of a consumer;</u>	306
<u>(12) Represent, negotiate, obtain, or attempt to obtain an assignment of claims, rights, benefits, or proceeds from a consumer;</u>	307
<u>(13) Offer or advertise to represent, negotiate, obtain, or attempt to obtain an assignment of claims, rights, benefits, or proceeds from a consumer;</u>	308
<u>(14) Knowingly award a portion of a contract to, or otherwise engage, a subcontractor who is ineligible to register as a contractor under division (D) of section 4740.21 of the Revised Code.</u>	309
<u>(C) A contractor may provide information or a professional opinion about a claim directly to a consumer.</u>	310
<u>Sec. 4740.25. (A) The board shall adopt rules under Chapter 119. of the Revised Code as necessary to carry out the provisions of sections 4740.20 to 4740.26 of the Revised Code.</u>	311
<u>(B) The board shall enforce the requirements of sections 4740.20 to 4740.26 of the Revised Code. For any violation of those sections or of any administrative rules adopted under this section, the board may impose a reasonable fine in an amount not to exceed the contract price plus any administrative costs. In determining whether and in what amount to impose a fine under this division, the board shall consider the seriousness of the violation, the impact of the violation on the injured party, any</u>	312
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mitigating factors on the part of the violator, and any previous 332  
violations committed by the violator. When the board imposes a 333  
fine under this division, the violator shall pay the fine not 334  
later than thirty days after the board issues the order imposing 335  
the fine. 336

**Sec. 4740.26.** Sections 4740.20 to 4740.25 of the Revised 337  
Code shall not be construed to limit or diminish any rights or 338  
remedies available under sections 1345.21 to 1345.28 of the 339  
Revised Code. 340

**Section 2.** Sections 4740.20, 4740.21, 4740.22, 4740.23, 341  
4740.24, 4740.25, 4740.26, 4740.27, 4740.28, and 4740.29 of the 342  
Revised Code, as enacted by this act, shall take effect on the 343  
ninetieth day after the effective date of this act. 344

**Section 3.** The intent of the General Assembly in enacting 345  
this act is to establish minimum standards for roofing contracts 346  
and to promote fair and honest practices in the roofing services 347  
business. 348

**As Introduced**

**133rd General Assembly**

**Regular Session**

**2019-2020**

**H. B. No. 380**

**Representatives Cross, Sweeney**

**Cosponsors: Representatives Crossman, Skindell, Upchurch, Weinstein,  
Galonski, Seitz, Lepore-Hagan, O'Brien, Miller, A., Crawley**

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**A BILL**

To amend section 4113.61 of the Revised Code to 1  
require owners of construction projects to pay a 2  
contractor within thirty-five days of receiving 3  
a request for payment. 4

**BE IT ENACTED BY THE GENERAL ASSEMBLY OF THE STATE OF OHIO:**

**Section 1.** That section 4113.61 of the Revised Code be 5  
amended to read as follows: 6

**Sec. 4113.61.** (A) (1) If a contractor submits a written 7  
request for payment to an owner for an amount that is allowed to 8  
the contractor under a contract for properly performed work or 9  
furnished materials, the owner shall pay the amount to the 10  
contractor, less any amount withheld as authorized by law, 11  
within thirty-five days after receiving the request. 12

The owner may reduce the amount paid by any retainage 13  
provision contained in the contract, invoice, or purchase order 14  
between the owner and contractor, and may withhold amounts that 15  
may be necessary to resolve disputed liens or claims involving 16  
the work or labor performed or material furnished by the 17

contractor. 18

If the owner fails to comply with division (A) (1) of this 19  
section, the owner shall pay the contractor, in addition to the 20  
payment due, interest in the amount of eighteen per cent per 21  
annum of the payment due, beginning on the thirty-sixth day 22  
following the receipt of the payment request from the contractor 23  
to the owner ending on the date of full payment of the payment 24  
due plus interest to the contractor. 25

(2) If a subcontractor or material supplier submits an 26  
application or request for payment or an invoice for materials 27  
to a contractor in sufficient time to allow the contractor to 28  
include the application, request, or invoice in the contractor's 29  
own pay request submitted to an owner, the contractor, within 30  
ten calendar days after receipt of payment from the owner for 31  
improvements to property, shall pay to the: 32

(a) Subcontractor, an amount that is equal to the 33  
percentage of completion of the subcontractor's contract allowed 34  
by the owner for the amount of labor or work performed; 35

(b) Material supplier, an amount that is equal to all or 36  
that portion of the invoice for materials which represents the 37  
materials furnished by the material supplier. 38

The contractor may reduce the amount paid by any retainage 39  
provision contained in the contract, invoice, or purchase order 40  
between the contractor and the subcontractor or material 41  
supplier, and may withhold amounts that may be necessary to 42  
resolve disputed liens or claims involving the work or labor 43  
performed or material furnished by the subcontractor or material 44  
supplier. 45

If the contractor fails to comply with division (A) ~~(1)~~ (2) 46



of this section, the contractor shall pay the subcontractor or 47  
material supplier, in addition to the payment due, interest in 48  
the amount of eighteen per cent per annum of the payment due, 49  
beginning on the eleventh day following the receipt of payment 50  
from the owner and ending on the date of full payment of the 51  
payment due plus interest to the subcontractor or material 52  
supplier. 53

~~(2)~~(3) If a lower tier subcontractor or lower tier 54  
material supplier submits an application or request for payment 55  
or an invoice for materials to a subcontractor, material 56  
supplier, or other lower tier subcontractor or lower tier 57  
material supplier in sufficient time to allow the subcontractor, 58  
material supplier, or other lower tier subcontractor or lower 59  
tier material supplier to include the application, request, or 60  
invoice in the subcontractor's, material supplier's, or other 61  
lower tier subcontractor's or lower tier material supplier's own 62  
pay request submitted to a contractor, other subcontractor, 63  
material supplier, lower tier subcontractor, or lower tier 64  
material supplier, the subcontractor, material supplier, or 65  
other lower tier subcontractor or lower tier material supplier, 66  
within ten calendar days after receipt of payment from the 67  
contractor, other subcontractor, material supplier, lower tier 68  
subcontractor, or lower tier material supplier for improvements 69  
to property, shall pay to the: 70

(a) Lower tier subcontractor, an amount that is equal to 71  
the percentage of completion of the lower tier subcontractor's 72  
contract allowed by the owner for the amount of labor or work 73  
performed; 74

(b) Lower tier material supplier, an amount that is equal 75  
to all or that portion of the invoice for materials which 76

represents the materials furnished by the lower tier material 77  
supplier. 78

The subcontractor, material supplier, lower tier 79  
subcontractor, or lower tier material supplier may reduce the 80  
amount paid by any retainage provision contained in the 81  
contract, invoice, or purchase order between the subcontractor, 82  
material supplier, lower tier subcontractor, or lower tier 83  
material supplier and the lower tier subcontractor or lower tier 84  
material supplier, and may withhold amounts that may be 85  
necessary to resolve disputed liens or claims involving the work 86  
or labor performed or material furnished by the lower tier 87  
subcontractor or lower tier material supplier. 88

If the subcontractor, material supplier, lower tier 89  
subcontractor, or lower tier material supplier fails to comply 90  
with division (A) ~~(2)~~ (3) of this section, the subcontractor, 91  
material supplier, lower tier subcontractor, or lower tier 92  
material supplier shall pay the lower tier subcontractor or 93  
lower tier material supplier, in addition to the payment due, 94  
interest in the amount of eighteen per cent per annum of the 95  
payment due, beginning on the eleventh day following the receipt 96  
of payment from the contractor, other subcontractor, material 97  
supplier, lower tier subcontractor, or lower tier material 98  
supplier and ending on the date of full payment of the payment 99  
due plus interest to the lower tier subcontractor or lower tier 100  
material supplier. 101

~~(3)~~ (4) If a contractor receives any final retainage from 102  
the owner for improvements to property, the contractor shall pay 103  
from that retainage each subcontractor and material supplier the 104  
subcontractor's or material supplier's proportion of the 105  
retainage, within ten calendar days after receipt of the 106

retainage from the owner, or within the time period provided in 107  
a contract, invoice, or purchase order between the contractor 108  
and the subcontractor or material supplier, whichever time 109  
period is shorter, provided that the contractor has determined 110  
that the subcontractor's or material supplier's work, labor, and 111  
materials have been satisfactorily performed or furnished and 112  
that the owner has approved the subcontractor's or material 113  
supplier's work, labor, and materials. 114

If the contractor fails to pay a subcontractor or material 115  
supplier within the appropriate time period, the contractor 116  
shall pay the subcontractor or material supplier, in addition to 117  
the retainage due, interest in the amount of eighteen per cent 118  
per annum of the retainage due, beginning on the eleventh day 119  
following the receipt of the retainage from the owner and ending 120  
on the date of full payment of the retainage due plus interest 121  
to the subcontractor or material supplier. 122

~~(4)~~ (5) If a subcontractor, material supplier, lower tier 123  
subcontractor, or lower tier material supplier receives any 124  
final retainage from the contractor or other subcontractor, 125  
lower tier subcontractor, or lower tier material supplier for 126  
improvements to property, the subcontractor, material supplier, 127  
lower tier subcontractor, or lower tier material supplier shall 128  
pay from that retainage each lower tier subcontractor or lower 129  
tier the lower tier subcontractor's or lower tier material 130  
supplier's proportion of the retainage, within ten calendar days 131  
after receipt of payment from the contractor or other 132  
subcontractor, lower tier subcontractor, or lower tier material 133  
supplier, or within the time period provided in a contract, 134  
invoice, or purchase order between the subcontractor, material 135  
supplier, lower tier subcontractor, or lower tier material 136  
supplier and the lower tier subcontractor or lower tier material 137



supplier, whichever time period is shorter, provided that the 138  
subcontractor, material supplier, lower tier subcontractor, or 139  
lower tier material supplier has determined that the lower tier 140  
subcontractor's or lower tier material supplier's work, labor, 141  
and materials have been satisfactorily performed or furnished 142  
and that the owner has approved the lower tier subcontractor's 143  
or lower tier material supplier's work, labor, and materials. 144

If the subcontractor, material supplier, lower tier 145  
subcontractor, or lower tier material supplier fails to pay the 146  
lower tier subcontractor or lower tier material supplier within 147  
the appropriate time period, the subcontractor, material 148  
supplier, lower tier subcontractor, or lower tier material 149  
supplier shall pay the lower tier subcontractor or lower tier 150  
material supplier, in addition to the retainage due, interest in 151  
the amount of eighteen per cent per annum of the retainage due, 152  
beginning on the eleventh day following the receipt of the 153  
retainage from the contractor or other subcontractor, lower tier 154  
subcontractor, or lower tier material supplier and ending on the 155  
date of full payment of the retainage due plus interest to the 156  
lower tier subcontractor or lower tier material supplier. 157

~~(5)~~ (6) A contractor, subcontractor, or lower tier 158  
subcontractor shall pay a laborer wages due within ten days of 159  
payment of any application or request for payment or the receipt 160  
of any retainage from an owner, contractor, subcontractor, or 161  
lower tier subcontractor. 162

If the contractor, subcontractor, or lower tier 163  
subcontractor fails to pay the laborer wages due within the 164  
appropriate time period, the contractor, subcontractor, or lower 165  
tier subcontractor shall pay the laborer, in addition to the 166  
wages due, interest in the amount of eighteen per cent per annum 167

of the wages due, beginning on the eleventh day following the receipt of payment from the owner, contractor, subcontractor, or lower tier subcontractor and ending on the date of full payment of the wages due plus interest to the laborer.

(B) (1) If a ~~contractor, subcontractor, material supplier, lower tier subcontractor, or lower tier material supplier person~~ owing payment under division (A) of this section has not made payment in compliance with that division ~~(A) (1), (2), (3), (4), or (5) of this section~~ within thirty days after payment is due, a ~~subcontractor, material supplier, lower tier subcontractor, lower tier material supplier, or laborer~~ the person owed payment may file a civil action to recover the amount due plus ~~the~~ interest ~~provided in those divisions~~. If the court finds in the civil action that a ~~contractor, subcontractor, material supplier, lower tier subcontractor, or lower tier material supplier~~ the person owing payment has not made payment in compliance with ~~those divisions~~ division (A) of this section, the court shall award the interest specified in ~~those divisions~~ that division, in addition to the amount due. Except as provided in division (B) (3) of this section, the court shall award the prevailing party reasonable attorney fees and court costs.

(2) In making a determination to award attorney fees under division (B) (1) of this section, the court shall consider all relevant factors, including but not limited to the following:

(a) The presence or absence of good faith allegations or defenses asserted by the parties;

(b) The proportion of the amount of recovery as it relates to the amount demanded;

(c) The nature of the services rendered and the time expended in rendering the services.	197 198
(3) The court shall not award attorney fees under division (B) (1) of this section if the court determines, following a hearing on the payment of attorney fees, that the payment of attorney fees to the prevailing party would be inequitable.	199 200 201 202
(C) This section does not apply to any construction or improvement of any single-, two-, or three-family detached dwelling houses.	203 204 205
(D) (1) No provision of this section regarding entitlement to interest, attorney fees, or court costs may be waived by agreement and any such term in any contract or agreement is void and unenforceable as against public policy.	206 207 208 209
(2) <del>This</del> <u>(a) Subject to division (D) (2) (b) of this section, this section shall not be construed as impairing or affecting, in any way, the terms and conditions of any contract, invoice, purchase order, or any other agreement between a</u> <del>any of the following:</del>	210 211 212 213 214
<u>(i) An owner and a contractor;</u>	215
<u>(ii) A contractor and a subcontractor or a material supplier</u> <del>or between a;</del>	216 217
<u>(iii) A subcontractor and another subcontractor, a material supplier, a lower tier subcontractor, or a lower tier material supplier,</u> <del>except that if such.</del>	218 219 220
<u>(b) If terms and conditions described in division (D) (2) (a) of this section contain time periods</u> <del>which that</del> are longer than any of the time periods specified in divisions (A) (1), (2), (3), (4), <del>and</del> (5), <u>and (6)</u> of this section or interest at a	221 222 223 224



percentage less than the interest stated in those divisions, 225  
then the provisions of this section shall prevail over such 226  
terms and conditions. 227

(E) Notwithstanding the definition of lower tier material 228  
supplier in this section, a person is not a lower tier material 229  
supplier unless the materials supplied by the person are: 230

(1) Furnished with the intent, as evidenced by the 231  
contract of sale, the delivery order, delivery to the site, or 232  
by other evidence that the materials are to be used on a 233  
particular structure or improvement; 234

(2) Incorporated in the improvement or consumed as normal 235  
wastage in the course of the improvement; or 236

(3) Specifically fabricated for incorporation in the 237  
improvement and not readily resalable in the ordinary course of 238  
the fabricator's business even if not actually incorporated in 239  
the improvement. 240

(F) As used in this section: 241

(1) "Contractor" means any person who undertakes to 242  
construct, alter, erect, improve, repair, demolish, remove, dig, 243  
or drill any part of a structure or improvement under a contract 244  
with an owner, a "construction manager" or "construction manager 245  
at risk" as those terms are defined in section 9.33 of the 246  
Revised Code, or a "design-build firm" as that term is defined 247  
in section 153.65 of the Revised Code. 248

(2) "Laborer," "material supplier," "subcontractor," and 249  
"wages" have the same meanings as in section 1311.01 of the 250  
Revised Code. 251

(3) "Lower tier subcontractor" means a subcontractor who 252

is not in privity of contract with a contractor but is in 253  
privity of contract with another subcontractor. 254

(4) "Lower tier material supplier" means a material 255  
supplier who is not in privity of contract with a contractor but 256  
is in privity of contract with another subcontractor or a 257  
material supplier. 258

(5) "Wages due" means the wages due to a laborer as of the 259  
date a contractor or subcontractor receives payment for any 260  
application or request for payment or retainage from any owner, 261  
contractor, or subcontractor. 262

(6) "Owner" includes the state, and a county, township, 263  
municipal corporation, school district, or other political 264  
subdivision of the state, and any public agency, authority, 265  
board, commission, instrumentality, or special district of or in 266  
the state or a county, township, municipal corporation, school 267  
district, or other political subdivision of the state, and any 268  
officer or agent thereof and relates to all the interests either 269  
legal or equitable, which a person may have in the real estate 270  
upon which improvements are made, including interests held by 271  
any person under contracts of purchase, whether in writing or 272  
otherwise. 273

**Section 2.** That existing section 4113.61 of the Revised 274  
Code is hereby repealed. 275