

DATE: APRIL 2, 2001

CLERK: SHARON HOWELL

CITY OF MASSILLON, OHIO

COUNCIL CHAMBERS

Sharon Howell
LEGISLATIVE DEPARTMENT

ORDINANCE NO. 83 - 2001

BY: FINANCE COMMITTEE

TITLE: AN ORDINANCE making certain transfers in the 2001 appropriation from the Lincoln Center III Fund to the Lincoln Center Debt Fund, of the City of Massillon, Ohio, and declaring an emergency.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MASSILLON, STATE OF OHIO, THAT:

Section 1:

There be and hereby is transferred from the 2001 appropriation from the Lincoln Center III Fund to the Lincoln Center Debt Fund, of the City of Massillon, the following:

\$ 63,122.00 FROM: "Transfer To" 1425.905.2710
 TO: "Transfer In" 1303.940.1860

Section 2:

This Ordinance is hereby declared to be an emergency measure, the reason for the emergency being that said funds are necessary for Lincoln Center Phase III Debt payment and for the preservation of the public health, safety and welfare of the community. Provided it receives the affirmative vote of two-thirds of the elected members to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor. Otherwise, it shall take effect and be in force from and after the earliest period allowed by law.

PASSED IN COUNCIL THIS _____ DAY OF _____ 2001

APPROVED: _____
 MARYANN COYNE ACTING
 CLERK OF COUNCIL

DENNIS D. HARWIG, PRESIDENT

APPROVED: _____

FRANCIS H. CICCHINELLI, JR., MAYOR

DATED: APRIL 2, 2001

CLERK: SHARON K. HOWELL

CITY OF MASSILLON, OHIO

COUNCIL CHAMBERS

passed
LEGISLATIVE DEPARTMENT

ORDINANCE NO. 84 -2001

BY: THE FINANCE COMMITTEE

AUTHORIZING THE ISSUANCE OF NOT TO EXCEED \$8,000,000 OF NOTES IN ANTICIPATION OF THE ISSUANCE OF BONDS FOR THE PURPOSE OF CONSTRUCTING, FURNISHING, EQUIPPING, AND IMPROVING A CITY RECREATION CENTER, INCLUDING LANDSCAPING AND RELATED SITE IMPROVEMENTS THERETO, AND DECLARING AN EMERGENCY.

WHEREAS, the City Auditor (the "City Auditor") of the City has certified to the Council of the City (the "Council") that the estimated life of the improvement stated in the title of this ordinance (the "Project") which is to be financed with the proceeds of bonds and notes hereinafter referred to exceeds five (5) years, the maximum maturity of bonds being thirty (30) years and notes being twenty (20) years;

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MASSILLON, COUNTY OF STARK, STATE OF OHIO, THAT:

Section 1. It is hereby declared necessary to issue bonds (the "Bonds") of the City in the principal sum of not to exceed \$8,000,000 for the purpose of paying the cost of financing the Project.

Section 2. The Bonds shall be dated prior to the maturity date of the Notes (as defined hereinbelow), shall bear interest at the maximum average annual interest rate presently estimated to be seven per centum (7.00%) per annum, payable semiannually until the principal sum is paid and shall mature in thirty (30) annual installments.

Section 3. It is necessary to issue and this Council hereby determines that notes shall be issued in anticipation of the issuance of the Bonds.

Section 4. Such anticipatory notes (the "Notes") shall be in the amount of not to exceed \$8,000,000, which sum does not exceed the amount of the Bonds. The Notes shall be dated the date established by the City Auditor and certified to this Council and shall mature on such date as shall be

determined by the City Auditor and certified to this Council, provided that such maturity date shall not be later than one year after the date of issuance of the Notes.

Section 5. The Notes shall be issued as one fully registered note in book-entry only form in denominations of \$100,000 or any integral multiple of \$5,000 in excess thereof. Coupons shall not be attached to the Notes. The Notes shall be sold in a transaction exempt from the requirements of Rule 15c2-12 of the United States Securities and Exchange Commission. The exemption requires that, (i) the Notes be issued only in authorized denominations of \$100,000 or more and with restrictions that prevent the sale or transfer of Notes in principal amounts of less than \$100,000 and (ii) the Notes be sold to no more than 35 persons each of whom the Original Purchaser (as defined hereinbelow) reasonably believes: (A) has such knowledge and experience in financial and business matters that it is capable of evaluating the merits and risks of investment in the Notes and (B) is not purchasing the Notes for more than one account or with a view to distributing the Notes. Based upon the foregoing, beneficial interests in the Notes are not to be sold or transferred in principal amounts of less than \$100,000.

Section 6. The Notes shall be the full general obligation of the City, and the full faith, credit and revenue of the City are hereby pledged for the prompt payment of the same. The par value to be received from the sale of the Bonds and any excess funds resulting from the issuance of the Notes shall, to the extent necessary, be used only for the retirement of the Notes at maturity, together with interest thereon, and is hereby pledged for such purpose.

Section 7. There shall be and is hereby levied annually on all the taxable property in the City, in addition to all other taxes and inside the ten mill limitation, a direct tax (the "Debt Service Levy") for each year during which any of the Notes are outstanding, in an amount which is sufficient to provide funds to pay interest upon the Notes as and when the same fall due and to provide a fund for the repayment of the principal of the Notes at maturity or upon redemption. The Debt Service Levy shall not be less than the interest and sinking fund tax required by Article XII, Section 11 of the Ohio Constitution.

Section 8. The Debt Service Levy shall be and is hereby ordered computed, certified, levied and extended upon the tax duplicate and collected by the same officers, in the same manner, and at the same time that taxes for general purposes for each of such years are certified, extended and collected. The Debt Service Levy shall be placed before and in preference to all other items and for the full amount thereof. The funds derived from the Debt Service Levy shall be placed in a separate and distinct fund, which shall be irrevocably pledged for the payment of the premium, if any, and interest on and principal of the Notes and Bonds when and as the same fall due. Notwithstanding the foregoing, if the City determines that funds will be available from other sources for the payment of the Notes and Bonds in any year, the amount of the Debt Service Levy for such year shall be reduced by the amount of funds which will be so available, and the City shall appropriate such funds to the payment of the Notes and Bonds in accordance with law.

Section 9. The Notes shall bear interest, based on a 360-day year of twelve 30-day months, payable at maturity, at such rate per annum as shall be determined by the City Auditor and certified to this Council, provided that such rate shall not exceed five and one-half per centum (5.50%) per annum. The Notes shall be, and hereby are, awarded and sold to Fifth Third Securities, Inc., Columbus, Ohio (the "Original Purchaser") at the par value thereof, and the City Auditor of this Council is hereby authorized and directed to deliver the Notes, when executed, to said purchaser upon payment of the purchase price and accrued interest, if any, to the date of delivery.

The proceeds of such sale, except any accrued interest or premium thereon, shall be deposited in the Treasury of the City and used for the purpose aforesaid and for no other purpose. Any accrued interest or premium on the Notes shall be transferred to the Bond Retirement Fund to be applied to the payment of the principal and interest on the Notes in the manner provided by law.

Section 10. The Notes shall be executed by the City Auditor and the Mayor, provided that either or both of such signatures may be a facsimile. The Notes shall be designated "City of Massillon, Stark County, Ohio City Recreation Center Notes" and shall express upon their faces the purpose for which they are issued and that they are issued pursuant to this ordinance. No Note shall be valid or become obligatory for any purpose of shall be entitled to any security or benefit under this ordinance unless and until a certificate of authentication, as printed on the Note, is signed by the Note Registrar (as defined in this ordinance) as authenticating agent. Authentication by the Note Registrar shall be conclusive evidence that the Note so authenticated has been duly issued and delivered under this ordinance and is entitled to the security and benefit of this ordinance. The certificate of authentication may be signed by any officer or officers of the Note Registrar or by such other person acting as an agent of the Note Registrar as shall be approved by the City Auditor on behalf of the City. It shall not be necessary that the same authorized person sign the certificate of authentication on all of the Notes.

Section 11. The City hereby covenants, pursuant to Section 133.05(B)(7), Ohio Revised Code, to appropriate annually from lawfully available municipal income taxes, and to continue to levy and collect municipal income taxes adequate to produce, amounts necessary to meet the debt charges of the Notes and the Bonds in each year until full payment is made.

Section 12. Fifth Third Bank, is hereby appointed to act as the authenticating agent, note registrar, transfer agent and paying agent (collectively, the "Note Registrar") for the Notes. So long as any of the Notes remain outstanding, the City will cause to be maintained and kept by the Note Registrar, at the office of the Note Registrar, all books and records necessary for the registration, exchange and transfer of Notes as provided in this section (the "Note Register"). The person in whose name any Note shall be registered on the Note Register shall be regarded as the absolute owner thereof for all purposes. Payment of or on account of the principal of and interest on any Note shall be made only to or upon the order of that person. Neither the City nor the Note Registrar shall be affected by any notice to the contrary, but the registration may be changed as herein provided. All payments shall be valid and effectual to satisfy and discharge the liability upon the Notes, including the interest thereon, to the extent of the amount or amounts so paid.

Any Note, upon presentation and surrender at the office of the Note Registrar, together with a request for exchange signed by the registered owner or by a person authorized by the owner to do so by a power of attorney in a form satisfactory to the Note Registrar, may be exchanged for Notes of any authorized denomination or denominations equal in the aggregate to the unmatured principal amount of the Notes surrendered, and bearing interest at the same rate and maturing on the same date.

A Note may be transferred only on the Note Register upon presentation and surrender thereof at the office of the Note Registrar, together with an assignment executed by the registered owner or by a person authorized by the owner to do so by a power of attorney in a form satisfactory to the Note Registrar. Upon that transfer, the Note Registrar shall complete, authenticate and deliver a new Note or Notes of any authorized denomination or denominations equal in the aggregate to the unmatured principal amount of the Notes surrendered, and bearing interest at the same rate and maturing on the same date.

In all cases in which Notes are exchanged or transferred hereunder, the City shall cause to be executed and the Note Registrar shall authenticate and deliver Notes in accordance with the provisions of the Note Ordinance. The exchange or transfer shall be without charge to the owner; except that the City and Note Registrar may make a charge sufficient to reimburse them for any tax or other governmental charge required to be paid with respect to the exchange or transfer. The City or the Note Registrar may require that those charges, if any, be paid before it begins the procedure for the exchange or transfer of the Notes. All Notes issued upon any transfer or exchange shall be the valid obligations of the City, evidencing the same debt, and entitled to the same benefits under the Note Ordinance, as the Notes surrendered upon that transfer or exchange.

Section 13. For purposes of the Note Ordinance, the following terms shall have the following meanings:

"Book entry form" or "book entry system" means a form or system under which (i) the beneficial right to payment of principal of and interest on the Notes may be transferred only through a book entry and (ii) physical Notes in fully registered form are issued only to a depository or its nominee as registered owner, with the Notes "immobilized" to the custody of the Depository, and the book entry is the record that identifies the owners of beneficial interests in those Notes.

"Depository" means any securities depository that is a clearing agency under federal law operating and maintaining, together with its participants, a book entry system to record beneficial ownership of Notes and to effect transfers of Notes, in book entry form.

The Notes will be initially issued to a Depository for use in a book entry system, and the provisions of this section shall apply, notwithstanding any other provision of the Note Ordinance; (i) there shall be a single Note of each maturity, (ii) those Notes shall be registered in the name of the Depository or its nominee, as registered owner, and immobilized in the custody of the Depository; (iii) the beneficial owners in book entry form shall have no right to receive Notes in the form of physical securities or certificates; (iv) ownership of beneficial interests in any Notes in book entry form shall be shown by book entry on the system maintained and operated by the Depository, and transfers of the ownership of beneficial interests shall be made only by the Depository and by book entry; and (v) the Notes as such shall not be transferable or exchangeable, except for transfer to another Depository or to another nominee of a Depository, without further action by the City. Note service charges on Notes in book entry form registered in the name of a Depository or its nominee shall be payable in same day funds delivered to the Depository or its authorized representative upon presentation and surrender of Notes as provided in the Note Ordinance.

The Note Registrar may, with the approval of the City, enter into an agreement with the beneficial owner or registered owner of any Note in the custody of a Depository providing for making all payments to that owner of principal and interest on that Note or any portion thereof (other than any payment of the entire unpaid principal amount thereof) at a place and in a manner (including wire transfer of federal funds) other than as provided in the Note Ordinance, without prior presentation or surrender of the Note, upon any conditions which shall be satisfactory to the Note Registrar and to the City. That payment in any event shall be made to the person who is the registered owner of that Note on the date that principal is due, or, with respect to the payment of interest, as of the applicable date agreed upon as the case may be. The Note Registrar will furnish a copy of each of those agreements, certified to be correct by the Note Registrar, to other paying agents for Notes and to the City. Any payment of principal or interest pursuant to such an agreement shall constitute payment thereof pursuant to, and for all purposes of, the Note Ordinance.

The Clerk of the City is authorized and directed to execute, acknowledge and deliver, in the name of and on behalf of the City, if requested, a letter agreement among the City, the Note Registrar and The Depository Trust Company, to be delivered in connection with the issuance of the Notes to the Depository for use in a book entry system in substantially the form submitted to the City.

If any Depository determines not to continue to act as a depository for the Notes for use in a book entry system, the City and the Note Registrar may attempt to have established a securities depository/book entry relationship with another qualified Depository under the Note Ordinance. If the City and the Note Registrar do not or are unable to do so, the City and the Note Registrar, after the Note Registrar has made provision for notification of the beneficial owners by the then Depository, shall permit withdrawal of the Notes from the Depository and authenticate and deliver bond certificates in fully registered form to the assigns of the Depository or its nominee, all at the cost and expense (including costs of printing definitive Notes), if the event is not the result of action or inaction by the City or the Note Registrar, of those persons requesting such issuance.

Section 14. The officer having charge of the minutes of the Council and any other officers of the Council, or any of them individually, are hereby authorized and directed to prepare and certify a true transcript of proceedings pertaining to the Notes and to furnish a copy of such transcript to the Original Purchaser. Such transcript shall include certified copies of all proceedings and records of the Council relating to the power and authority of the City to issue the Notes and certificates as to matters within their knowledge or as shown by the books and records under their custody and control, including but not limited to a general certificate of the City Auditor and a no-litigation certificate of the Mayor and the City Auditor, and such certified copies and certificates shall be deemed representations of the City as to the facts stated therein.

Section 15. It is hereby found and determined that all formal actions of this Council concerning and relating to the adoption of this ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and of any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements including Section 121.22 of the Ohio Revised Code.

Section 16. It is hereby determined that all acts, conditions and things necessary to be done precedent to and in the issuing of the Notes in order to make them legal, valid and binding obligations of the City have happened, been done and been performed in regular and due form as required by law; that the full faith, credit and revenue of the City are hereby irrevocably pledged for the prompt payment of the principal and interest thereof at maturity; and that no limitation of indebtedness or taxation, either statutory or constitutional, has been exceeded in issuing the Notes.

Section 17. The Clerk is hereby directed to forward a certified copy of this ordinance to the Auditor of Stark County, Ohio.

Section 18. This ordinance is hereby declared to be an emergency measure necessary for the preservation of the public peace, health and safety of the City and its inhabitants for the reason that this ordinance must be immediately effective so that the Notes can be sold as soon as possible to take advantage of favorable interest rates; wherefore this ordinance shall take effect and be in force from and immediately after its adoption.

Adopted in Council on this 2nd day of April, 2001.

Effective this 2nd day of April, 2001.

Attest:

Clerk

President of Council

Approved:

Mayor

CERTIFICATE

The undersigned Clerk hereby certifies that the foregoing is a true copy of Ordinance No. ____-2001 duly adopted by the Council of the City of Massillon, Ohio on April 2, 2001, and that a true copy thereof was certified to the County Auditor of Stark County, Ohio, on _____, 2001.

Clerk
City of Massillon, Ohio

RECEIPT OF COUNTY AUDITOR FOR
LEGISLATION PROVIDING
FOR THE ISSUANCE OF
GENERAL OBLIGATION NOTES

I, Janet Weir Creighton, the duly elected, qualified, and acting County Auditor in and for Stark County, Ohio hereby certify that a certified copy of Ordinance No. _____-2001 duly adopted by the City Council of the City of Massillon, Stark County, Ohio on April 2, 2001, providing for the issuance of general obligation notes designated City of Massillon, Stark County, Ohio City Recreation Center Notes, in the aggregate amount of not to exceed \$8,000,000 were filed in this office on _____, 2001.

WITNESS my hand and official seal at Canton, Ohio this _____ day of _____, 2001.

[SEAL]

County Auditor
Stark County, Ohio

LEASE

THIS LEASE, made and entered into at Canton, Ohio, this _____ day of _____, 2000, by and between Grand Mill Centre, LLC, 4810 Munson Street N.W., Canton, Ohio 44718 its agents, managers, successors, and assigns (LESSOR) and Massillon Health Department (LESSEE), is for the rental of office space located at Grand Mill Centre, 100 Lincoln Way East, Massillon, Ohio 44646.

WHEREAS, LESSOR desires to let and LESSEE desires to take office space consisting of approximately 3,648 square feet of space as shown on the attached diagram marked Exhibit "A", in a building to be constructed and located at 100 Lincoln Way East, Massillon, Ohio,

BE IT, THEREFORE, RESOLVED, that in consideration of the mutual promises set forth herein, the parties agree to be bound as set forth in this Agreement as follows:

WITNESSETH:

1. **PREMISES**. The leased property herein (hereinafter referred to the "Premises") shall be described approximately as consisting, as is where is, as that portion of the Complex described in Exhibit "A" as 3,648 square feet of gross leasable office space.
2. **PARKING**. The Lessee shall be entitled to the use of three (3) parking spaces in the perimeter common area parking, in common with the other Tenants of the Complex. The Lessee shall use good faith efforts to cause its employees to NOT park on or in the Complex parking lot during normal business hours of 8 a.m. to 5 p.m. Monday through Friday in order to make such parking lot available to the clients and visitors of the Tenants of the Complex.
3. **COMMON AREAS**. LESSOR grants to LESSEE, in common with other LESSEES and their agents, employees, customers, persons doing work for or business with LESSEE, the right to use the common areas consisting of parking areas, roadways, staircases, elevators, maintenance and utility rooms, pathways, sidewalks, entrances and exits designed by LESSOR for the common use of the complex. The LESSOR shall maintain the common areas as herein above set forth and in connection therewith shall be required to do the following:

- a) Maintain and keep in good repair (including the making of any necessary replacements) portions of the common areas, including but not limited to, the rest and utility rooms, elevators, staircases, driveways, sidewalks, curbs, drainage facilities, surfacing, landscaping, retaining walls, fences, parking lot, gates, and
- b) Keep the common areas reasonably free from accumulated refuse and open for use and fully lighted during all business hours. The LESSEE's employees, agents, customers, clients, and business invitees shall at all times during which the LESSEE is open for business have the free and uninterrupted right of access to the leased property by means of all doorways, passageways, corridors, stairways, roadways, and entrance to the building which afford access to the leased property.

LESSEE agrees not to store on or block or inhibit LESSOR or any of LESSOR's tenants rights of ingress or egress over the roadways or railways in the complex near or about this area.

4. **LESSOR'S RESPONSIBILITIES FOR MAINTENANCE.** The LESSOR shall be responsible to maintain the common areas described under Paragraph 3, those repairs of a structural nature, such as the roof, foundation, structural support, and exterior walls, exclusive of doors and windows. The aforesaid notwithstanding, LESSEE shall be responsible to keep designated common areas over and through the leased Premises hereunder clean and free of refuse, waste materials, dirt, materials or hazards which result from its occupation.

5. **CONSIDERATION.** In consideration of LESSOR agreeing to let the space herein, the parties agree the total Base Rent for the Premises for the term of this Lease shall be for 3,648 square feet of gross leasable area, times a Common Area Factor of 1.2 times the gross leasable area for a total of 4,377.6 rented square feet, upon which rent shall be calculated and due based upon the standards of the Building Owners and Managers Association (BOMA).

The total consideration due under the term of this Lease is THREE HUNDRED TWENTY THREE THOUSAND NINE HUNDRED FORTY TWO DOLLARS AND 40/XX, and shall be paid annually as follows:

Year	Rate/sq. ft.	Monthly	Annual
1	\$14.00	\$5,107.20	\$61,286.40
2	\$14.00	\$5,107.20	\$61,286.40
3	\$15.00	\$5,472.00	\$65,664.00
4	\$15.50	\$5,654.40	\$67,852.80
5	\$15.50	\$5,654.40	\$67,852.80
TOTAL			\$323,942.40

plus any and all additional charges described in this Lease, due in advance on or before the first of each month or as specified henceforth herein. **ANY HOLDOVER BEYOND THE FIRST OF THE MONTH SHALL RESULT IN A FULL MONTH'S RENT BEING DUE.** Any late rental, utility or other payment shall be assessed a ten percent (10%) penalty and any balances owing shall accrue interest at five percent (5%) above prime as established for the Massillon, Ohio area.

6. **TERM.** The term of this Lease shall be for five (5) year(s) commencing on the 1st Day Of June, 2001, and ending the 31st Day Of July, 2006, or upon the completion of the new building complex described herein.

7. **SECURITY DEPOSIT.** LESSEE will pay to LESSOR a deposit equal to first month's Base Rent of Five Thousand One Hundred Seven Dollars and 20/XX (\$5,107.20) for the Premises rented herein. LESSOR hereby acknowledges receipt of this deposit. The deposit shall be security for the full and faithful performance by LESSEE of all the terms of this Lease on LESSEE's part to be

performed and for the cost of any trash removal, housekeeping, repair or correction of damage in excess of normal wear and tear during the term of this Lease and at its expiration. The Security Deposit or any balance shall be returned without interest after the LESSEE has vacated the Premises in as good condition as at the commencement of the term of this Agreement except for ordinary wear and tear and following inspection by LESSOR. LESSEE shall surrender all keys to the Premises upon the end of this Lease or default.

8. **LIQUIDATED DAMAGES.** If LESSOR determines that any loss, damage or injury chargeable to the LESSEE due to its breach of any of the conditions contained in the Lease exceeds the security deposit, the LESSOR, at its option, may retain the security deposit as liquidated damages or may apply the security deposit against any actual loss, damage, or injury and the balance thereof will be the responsibility of LESSEE. LESSOR's determination of the amount, if any, to be returned to the LESSEE shall be final. LESSOR agrees to provide LESSEE with a statement of expenditures and that such expenditures were required and were due and payable. It is further understood and agreed that the security deposit is not to be considered as the last payment under this Lease.

9. **COMMON AREA AND USE FEES.**

- A) **Common Area Maintenance and Repairs.** The use and occupation by LESSEE of the Premises shall include the use, in common with others entitled thereto, of the common areas, employees' driveway and parking areas, staircases, elevators, sidewalks and customer car parking areas of the Premises, and such other facilities as may be designated from time to time by Landlord, subject, however, to the terms and conditions of this Lease. LESSOR may designate certain portions of the parking areas as reserved for use of certain tenants or customers of certain tenants. All parking rights are also subject to ordinances of the City.

- B) **Common Facilities Contribution.** During each calendar year or any portion thereof during the lease term, LESSEE will pay to LESSOR as additional rent, subject to the limitations hereinafter set forth, a proportion of the common area operating costs hereinafter defined based upon the ratio that the square feet of gross leasable area leased to LESSOR herein bears to the total square feet of all the gross leasable area leased and available for lease to all tenants in the Premises, excluding for any item of costs the square footage of gross leasable area allocated to any lessee responsible for directly paying such costs; provided, however, if any item of common area operating cost for the Premises is increased materially because of LESSEE's use, LESSEE shall additionally pay for such excess cost. LESSEE's share of such costs shall be estimated by LESSOR on an annual basis for each calendar twelve (12) month period ending on December 31, prorating fractional years. The initial estimate shall be set forth in Paragraph 9 (F). LESSEE shall pay such estimated charges in monthly installments on the first day of each month in advance, and shall pay any excess charge within thirty (30) days of receiving a detailed statement therefore from LESSOR or LESSEE shall be in default of the Lease.
- C) **Common Area Operating Costs.** For the purpose of this paragraph, "common area operating costs" means the total costs and expenses incurred in operating, managing, maintaining, repairing, relocating, real estate taxes modifying, renovating and replacing the common facilities hereinafter defined, including but not limited to the costs of maintaining the roof, walls, foundations, fountains, sprinkler system, utility lines, resurfacing or patching the parking areas and labor associated with line painting, sidewalks and curbs, security and traffic control, security alarm systems, public liability, property, casualty and fire legal liability, and umbrella insurance, gardening, watering and landscaping, lighting, maintenance of sanitary control; all costs for utilities to common areas, removal of snow, ice, drainage, rubbish, and other refuse, costs to remedy and/or comply with governmental and/or environmental and hazardous waste matters, repair or

installation of equipment for energy-saving or safety purposes, reserves for future maintenance and repair work (which LESSEE hereby authorizes LESSOR to use as necessary), any costs associated with any merchants' association for the Premises, cost of personnel required to provide such services, all costs and expenses associated with Landlord's obligation to repair and maintain the areas described in the agreement (if any) described in Paragraph 9E hereof, and such other items of cost and expense which are relatable to proper maintenance of the common facilities.

- D) **Maintenance, Repair, and Replacement by LESSEE.** LESSEE shall, at its expense, at all times repair, maintain, and replace: (a) the interior of the leased premises, together with exterior entrances, all glass and all window moldings, (b) all fixtures, partitions, ceilings, floor coverings and utility lines in the leased premises, and all plumbing and sewage facilities within the leased premises including free flow to utility owned sewer lines, and (c) all doors, door openers, equipment, machinery, appliances, signs and appurtenances thereof (including lightening, heating, air conditioning, and plumbing equipment and fixtures), in conformity with governmental regulations and all rules and regulations of the Board of Fire Underwriters, in good order, condition, maintenance and repair. If any item which LESSEE is obligated to repair cannot be fully repaired, LESSEE shall promptly replace such item, regardless of whether the benefit of such replacement extends beyond the term of this Lease. LESSEE shall make any structural, interior and exterior alterations and/or repairs to the leased Premises required by any governmental entity or insurance carrier or arising from damage caused by LESSEE, its employees, servants or agents. If LESSEE is required to make any interior alterations, additions or improvements in the leased Premises, LESSEE shall proceed with same at its expense after first obtaining LESSOR's written approval of the plans therefore and satisfaction of each of the conditions set forth in Paragraph 17 hereof. LESSEE shall use, at its cost and at intervals as LESSOR shall reasonably require, a reputable service company to clean and replace air-conditioning filters; or, at LESSOR's option, LESSOR may contract

for such services and include the charges therefore as a common area operating cost. If LESSEE refuses or neglects to commence or complete repairs, maintenance or replacements promptly and adequately, LESSOR may make or complete said repairs, maintenance or replacements and LESSEE shall pay the cost thereof to LESSOR upon demand.

- E) **Maintenance by LESSOR.** Subject to Paragraph 4, the structural portions of the leased Premises, the roof, exterior walls and the foundations, shall be maintained by LESSOR, except when the condition requiring such repairs shall result from LESSEE's act or the fault of LESSEE, its officers, agents, customers or employees. In the event LESSEE fails to commence repairs, it is obligated hereunder to make within thirty (30) days after written notice from LESSEE specifying the necessary repairs, LESSEE may make such repairs and be entitled to credit from LESSOR for the reasonable costs of said repairs.
- F) **Initial Common Area Maintenance Estimate.** The initial estimate for Common Area Maintenance shall be Two Dollars and 50/XX (\$2.50) per square foot per year.
- G) **Lessee's Common Area Percentage.** The Lessee's Common Area percentage shall be the ratio of Lessees gross leasable square footage (3,648) divided by the total gross leasable square footage in the Complex consisting of 29,950 square feet.

10. **RESTRICTIONS ON USE.**

- a) LESSEE shall use the Premises in a careful, safe and proper manner and shall not suffer or permit waste to be committed in or upon any portion of the Premises. Further, the LESSEE shall not do or commit to be done, any act or thing upon the Premises which shall subject the LESSOR to any liability or responsibility for injury to any person or persons or to the property by reason of any business or operation being carried on upon the Premises.
- b) The LESSEE shall not use for any unlawful purpose and will not cause or do anything or permit anything to be done upon the Premises in any way intended to create a nuisance; the LESSEE at his expense, shall comply with all laws, orders and regulations of Federal, State, County and Municipal authorities applicable to the operations of LESSEE's business and with any direction of any public officer or officers, pursuant to law, which shall impose any violation, order or duty upon LESSEE with respect to the specific use or occupation of the rented Premises.

- c) The LESSEE shall not permit any lien or encumbrance to be levied against the Premises as a result of any act or omission of the LESSEE.

11. **QUIET ENJOYMENT.** The LESSOR is seized with good right and sufficient title to make this Lease. The LESSEE shall and may peaceably and quietly have, hold, occupy, and possess and enjoy the Premises for the term provided, provided the LESSEE pays the Base Rent as set forth above, and keeps, observes, and performs all of the other covenants and provisions as required in the Lease; and the LESSOR shall defend the right of the LESSEE against any person or persons seeking to eject the LESSEE from the Premises.
12. **ASSIGNMENT; SUBLEASE.** The LESSEE agrees not to assign, mortgage, pledge or encumber this Lease nor to sublet the whole or any part of the Premises without the prior written consent of the LESSOR, such consent shall not be unreasonably withheld. An assignment for the benefit of creditors of the LESSEE or by operation of the law shall not be effective to transfer or assign the LESSEE's interest herein.
13. **INSURANCE.** The LESSEE covenants and agrees to carry public liability insurance on and over said Premises in the amount of at least ONE MILLION DOLLARS (\$1,000,000.00) in combined single limit Bodily Injury and Property Damage Liability insurance naming LESSOR and its manager or agent as an Additional Insured, and said LESSEE shall indemnify and save harmless the LESSOR from and against any and all claims, liability, damage to person or property which may be asserted against the LESSOR by any other person which may arise, or grow out of the occupancy or use of said Leased Premises by the LESSEE, or out of any act or omission of the LESSEE, LESSEE's employees, agents, or invitees. In addition, LESSOR agrees to carry and **LESSEE AGREES TO REIMBURSE LESSOR MONTHLY FOR ONE TWELFTH OF LESSEE'S PRO RATA SHARE OF LESSOR'S ANNUAL PROPERTY AND CASUALTY INSURANCE COVERING THE BUILDING,** based upon LESSEE's pro rata share of the total building square

footage owned by LESSOR. Such costs shall be included in the Common Area Use Fees - defined above. It is estimated at the signing of this Lease that the cost shall be _____ (\$_____) per square foot per year and shall be adjusted for actual cost annually and LESSEE shall be billed by LESSOR for any deficiency when the appropriate bill is received by LESSOR. Thereafter, LESSOR shall continue to bill LESSEE monthly for a pro rata share of the insurance based upon the most recent bill, adjusted annually.

14. **ALTERATIONS AND ADDITIONS.** The LESSEE shall pay for any and all alterations, additions and improvements made to the Premises to accommodate its occupancy under this Agreement, except as described in Exhibit "C". The LESSEE shall not make any alterations, additions or improvements to the Premises without the prior written consent of the LESSOR. All alterations, additions or improvements shall be totally at the expense of the LESSEE, and all such alterations, additions or improvements made by the LESSEE upon the Premises except movable equipment and trade fixtures put in at the expense of the LESSEE shall be the property of the LESSOR and shall remain upon and be surrendered with the Premises at the termination of this Lease without molestation or injury. If the LESSEE is not in default in performing any of its obligations hereunder, the LESSEE may remove its equipment or trade fixtures provided any damage done is promptly repaired. If the LESSEE is in default in performing its obligations hereunder, LESSEE may not remove equipment or trade fixtures until given written permission to do so by LESSOR.

15. **REPAIRS.** The LESSEE shall make at his own expense all necessary repairs and replacements to the leased Premises.

16. **HOLDOVER.** In the event LESSEE shall holdover beyond the expiration of the term of this Lease or any extension thereof, such holdover tenancies shall be deemed to be a month-to-month tenancy only, and either LESSOR or LESSEE may terminate such month-to-month tenancy at any time by giving the other party not less than thirty (30) days prior written notice of

this intention to do so. Furthermore, in the event LESSEE shall holdover beyond the expiration of the term of this lease or any extension thereof, LESSEE shall pay for such continued possession at a rate twice the monthly rate of rental provided for herein, and shall pay all expenses of LESSOR incurred in enforcing any of the provisions hereof, including reasonable attorney's fees; but this provision shall not be held to be a waiver by LESSOR of its rights of entry as provided for by this Lease.

17. **PERSONAL PROPERTY.** All personal property in or about the leased Premises shall be at the risk of the LESSEE only and the LESSOR shall not be liable for any damage to or theft of said personal property, to said Premises or to said LESSEE nor for any damage done or occasioned by or from plumbing, gas, water, steam or other pipes or sewage or the bursting, leaking or running of any cistern, tank, water system, water closet or waste pipes in, above, upon or about said building or Premises nor for damage occasioned by water being upon or coming through the roof, skylight, trap door or otherwise, nor for any damage arising from acts of negligence of any other person or by any persons or occupants of adjoining or contiguous property unless the same are within the control of LESSOR or due to LESSOR's negligence or misconduct.

18. **WAIVER OF SUBROGATION.** The LESSOR and the LESSEE hereby waive all rights of recovery and causes of action which either has or may have or which may arise hereafter against the other, whether caused by negligence, misconduct or otherwise, for any damage to the Premises, property or business caused by any of the perils which are normally covered under approved Ohio standard clauses of fire and extended coverage on the building and contents and business interruption insurance or for which either party may be reimbursed as a result of insurance coverage affecting any loss suffered by it; and further provided that the foregoing waivers do not invalidate any policy of insurance of the parties hereto now or hereafter issued, it being stipulated by the parties hereto that the waivers shall not apply in any case in which the insurance application thereof would result in the invalidation of any such policy of insurance.

19. **SURRENDER OF THE PREMISES UPON TERMINATION.** The LESSEE will deliver up and surrender to the LESSOR possession of the Premises hereby leased upon the expiration of this Lease or its termination in any way in as good condition and repair as the same shall be at the commencement of the said term (ordinary wear and tear only excepted) and deliver the keys to said Premises to the LESSOR at such time.
20. **INSPECTING.** LESSOR may have, with LESSEE's prior written consent, which consent shall not be unreasonably withheld, free access to the Premises at all reasonable times for the purpose of examining the same or to make alterations or repairs to the building that the LESSOR may deem necessary for its safety or preservation and also during the last three (3) months of the term of this Lease for the purpose of exhibiting said Premises for rent.
21. **UTILITIES.** The LESSEE shall before entering onto the Premises place in its name and shall pay all the utilities, including but not limited to gas, electric, water and sewer. If the Premises is located under the jurisdiction of a governmental or private system which prohibits putting the water and sewer in the LESSEE'S name, then the LESSOR shall forward the bill to the LESSEE for payment upon receipt. If the LESSOR, at its option, pays for any water and sewer charges levied against the Premises and consumed during the duration of this Lease or is required to pay for such services to continue water and sewer services to the Premises, the payment of such water and sewer charges shall be deemed to be Additional Rent.
22. **LESSORS' OBLIGATION TO REPAIR OR REBUILD.** If the Premises shall, without fault or negligence on the part of the LESSEE, be destroyed or so injured by the elements or other causes as to be unfit for occupancy, the LESSEE's liability to pay Base Rent under this Lease shall not cease, except as herein expressly provided, and the LESSOR shall restore, replace, rebuild and repair said premises with all reasonable speed. In case of the destruction or injury to

the building which cannot be reasonably repaired so as to have the same completed within - NINETY DAYS (90) from the happening of such destruction or injury, LESSOR may, at any time within NINETY DAYS (90) after the happening of such injury or destruction and upon written notice to LESSEE of such election, elect not to repair, in which event any liability or obligation on the part of the LESSEE for rental accruing subsequent to the date of such destruction or injury shall cease and this Lease shall be deemed terminated and null and void. During the period from the destruction or injury to the date of the completion of the repairs, a proportion allowance shall be made to the LESSEE for the Base Rent corresponding to the time during which the LESSEE shall be so deprived of occupancy on account of such repairs. If during such repairs, the LESSEE shall thereby be deprived of the occupancy of any portion of said Premises, a proportionate allowance shall be made to LESSEE from the Base Rent, corresponding to the time during which and to the extent of the Premises of which LESSEE shall be so deprived on account of the making of said repairs.

23. **TAXES.** LESSOR shall during the term of this Lease and any renewal hereof, pay all real estate taxes and assessments of every nature levied and assessed against the Premises, including all buildings and improvements presently thereon. LESSEE shall pay all taxes and assessments upon any equipment belonging to LESSEE taxed at the Premises. **FURTHER, LESSEE AGREES TO REIMBURSE LESSOR MONTHLY FOR ONE TWELFTH OF LESSEE'S PRO RATA SHARE OF LESSOR'S ANNUAL PROPERTY TAXES FOR THE PREMISES BASED UPON A RATIO OF THE LESSEE'S GROSS LEASEABLE SQUARE FOOTAGE OVER THE TOTAL GROSS LEASEABLE SQUARE FOOTAGE OF THE COMPLEX, BOTH AS TO VALUE OF THE BUILDINGS AND THE LAND LEASED HEREBY.** Such costs shall be included in the Common Area Use Fees defined above. It is estimated at the execution of this Lease that this cost shall be /INSUR/ CENTS (\$/#INSUR/) per square foot per year but such rate shall be adjusted annually by LESSOR and any deficit shall be billed by LESSOR to LESSEE when the appropriate tax billings are received by LESSOR. Thereafter, LESSOR shall bill LESSEE at an

adjusted rate reflecting the most recent tax assessments. Furthermore, LESSEE shall reimburse LESSOR for any state or local sales taxes levied against the rents described herein.

24. **ARBITRATION.** Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration in accordance with the Rules of the American Arbitration Association. Any judgment upon the award rendered by the (arbitrator) and allowed by the Rules of the American Arbitration Association may be entered in any court having jurisdiction thereof. If said arbitrator shall entirely decide in favor of one party hereto then the other party shall pay one hundred percent (100%) of all expenses incident to the arbitrator's services. If said arbitrator shall decide to favor one party in part but not in whole, then both parties agree to pay pro rata in part but not in whole said arbitrator's expenses based upon the arbitrators reasonable allocation and determination of fault.
25. **NOTICES.** All notices, demands and requests which may or are required to be given by either party to the other shall be in writing. All such notices, demands and requests by either party shall be sent to the other party at the above addresses or at such other place as the parties may from time to time designate in writing.
26. **RULES AND REGULATIONS.** Rules and Regulations are attached hereto and incorporated herein as Exhibit "D" for all purposes.
27. **INDEMNIFICATION.** LESSEE hereby agrees to protect, indemnify and save harmless LESSOR against all liabilities, obligations, damages, penalties, claims, causes of action, costs, charges and expenses (including reasonable attorney's fees and expenses of employees) which may be imposed upon or incurred by or asserted against LESSOR by reason of any laws, damages or claims of injuries to person or property on the Premises or the buildings thereon and which result from LESSEE's, its agents, employees, officers, directors and invitees occupancy, use, act or

omission on or relating to the Premises. In case any action or proceeding is brought against LESSOR by reason of any such occurrence, act or omission, LESSEE, upon written notice from LESSOR, will without cost and expense to LESSOR resist and defend such action or proceeding, or cause the same to be resisted and defended.

28. **EVENTS OF DEFAULT.** The following events shall be deemed to be events of default by the

LESSEE under this Lease:

- a) LESSEE shall fail to pay any installment of the Base Rent, services or utilities hereby reserved upon due date and such failure shall continue for a period of ten (10) days as to Base Rent, services or utilities; and as to any event of default including but not limited to any payment obligation described herein, which LESSEE shall not cure within twenty (20) days after written notice thereof to LESSEE.
- b) LESSEE shall become insolvent, or shall make a transfer in fraud of creditors, or shall commit any act of bankruptcy or shall make an assignment for the benefit of creditors, or LESSEE shall admit in writing its inability to pay its debts as they become due.
- c) LESSEE shall file a petition under any section of the National Bankruptcy Act, as amended, or any similar law or statute of the United States or any state thereof, or LESSEE shall be adjudged bankrupt or insolvent in the proceedings filed against LESSEE thereunder.
- d) A receiver or trustee shall be appointed for all or substantially all of the assets of the LESSEE or of the leased property in any proceeding brought by LESSEE, or such receiver or trustee shall be appointed in any proceeding brought against LESSEE and shall not be discharged within ONE HUNDRED TWENTY (120) DAYS after such appointment or LESSEE shall consent to or acquiesce in such appointment.
- e) LESSEE shall cause a lien or encumbrance to be levied against the Premises and the same shall not be removed within twenty (20) days after constructive or actual notice is received by LESSEE.

If an event of default as outlined above shall have occurred, the LESSOR may, in its sole discretion, declare this Lease terminated, and of no further effect, and LESSOR shall thereupon be entitled to enter upon the Premises and take possession of the Premises as its former estate. Any holdover by LESSEE after termination of this Lease by LESSOR with or without permission of the LESSOR, shall not be deemed to extend the term of this Lease beyond a day-to-day basis. In the event of the automatic termination of this Lease by LESSOR as provided above, LESSOR

shall be entitled to recover from LESSEE all of the fixed rentals and other charges as defined herein for security or utilities accrued and unpaid for the period up to and including such termination date. No right or remedy herein conferred upon or reserved to LESSOR is intended to be exclusive of any other right or remedy, and each and every right and remedy shall be accumulative and in addition to any other right or remedy given hereunder or now hereafter existing at law or in equity or by statute.

29. **ENTIRE AGREEMENT.** This Lease sets forth the entire agreement between the parties, revokes and supersedes any prior lease agreement and no amendment or modification of this Lease shall be binding or valid unless expressed in writing and executed by both of the parties hereto.
30. **BINDING EFFECT.** All of the covenants, agreements and terms and conditions to be observed and performed by the parties hereto shall be applicable to and binding upon their successors and to the extent the assignment is permitted hereunder, their respective assigns. If any portions of this Lease are declared invalid or illegal, the remainder shall remain valid and be read as if the invalid portion were not contained herein.
31. **MEMORANDUM OF LEASE.** The parties hereto agree not to record this Lease, but to record and execute upon reasonable notice a memorandum of lease, in a form reasonably satisfactory to LESSOR, should either party hereto so request.
32. **FORCE MAJEURE.** LESSOR and LESSEE shall not be found in default for any delay in their performance or inability to perform any of the covenants of this Lease when such delay or inability is prevented or delayed by cause or causes beyond their reasonable control, including but not limited to acts of God, civil commotion, strikes, war or governmental action.

33. **OHIO LAW TO APPLY.** The provisions of this Lease shall be severable and in the event one or more provisions are found to be illegal, all remaining provisions shall remain in full force and effect. All provisions shall be governed by the law of the State of Ohio.

34. **OPTION TERM.** Upon ninety (90) days prior written notice to LESSOR before the end of the term, LESSEE shall have the right to renew this Lease for one (1) successive five (5) year option term. The rental payments, in Paragraph 3; for any option year shall be tied to the U.S. Department of Labor Consumer Price Index, Cleveland, Ohio average for all urban consumers, all items (1984=100). The index for Purposes of this Lease is the last index figure published prior to the date on which the term of this Lease commences. The rental will be adjusted at the beginning of the first option year and each successive option year in direct proportion to the change of the U.S. Consumer Price Index pursuant to the following formula:

$$\frac{\text{Rental at Lease Date}}{\text{CPI (Lease date)}} = \frac{\text{Future Rental}}{\text{Future US CPI}}$$

The above adjustment will be made at the commencement at each option year and will adjust the rental for that year.

35. **RIGHT AND REMEDIES CUMULATIVE.** The rights and remedies provided by this Lease are cumulative and the use of one right or remedy by either party shall not preclude or waive its right to use any or all other remedies. Such rights and remedies are given in addition to any other rights the parties may have in equity of law.

IN WITNESS WHEREOF, this Lease is hereby executed this _____ day of _____, 200_____.

Witnesses:

LESSOR:
Grand Mill Centre, LLC

Print _____

Timothy J. Putman, Managing Member

Timothy J. Putman
Attorney At Law
4810 Munson St., NW
Canton, Ohio 44718
(330)498-9485
(330)498-3800 fax
E-Mail: tim @
putmanproperties.com

Print _____

LESSEE:
Massillon Health Department

Print _____

By: _____

Print _____

STATE OF OHIO, STARK COUNTY, SS:

Before me, a Notary Public, in and for said County and State, personally appeared the above-named Grand Mill Centre, LLC, by Timothy J. Putman, its Managing Member, who acknowledged that he did sign the foregoing instrument and that the same is the free act and deed of him personally and as such officer.

IN TESTIMONY WHEREOF I have hereunto set my hand and official seal at Canton, Ohio, this _____ day of _____, 200__.

Notary Public

STATE OF OHIO, STARK COUNTY, SS:

Before me, a Notary Public, in and for said County and State, personally appeared the above-named Massillon Health Department by _____ its _____, who acknowledged that he did sign the foregoing instrument and that the same is the free act and deed of him personally and as such officer.

IN TESTIMONY WHEREOF I have hereunto set my hand and official seal at Canton, Ohio, this _____ day of _____, 200__.

Notary Public

\\Putmanserver\newvol1\DATA\Grand Mill Centre\Leases\TJP Lease.doc

Timothy J. Putman
Attorney At Law
4810 Munson St., NW
Canton, Ohio 44718
(330)498-9485
(330)498-3800 fax
E-Mail: tim @
putmanproperties.com

Prepared By:
Timothy J. Putman, Attorney at Law
4810 Munson Street N.W.
Canton, Ohio 44718
(330) 498-9485

EXHIBIT "A"

LEGAL DESCRIPTION

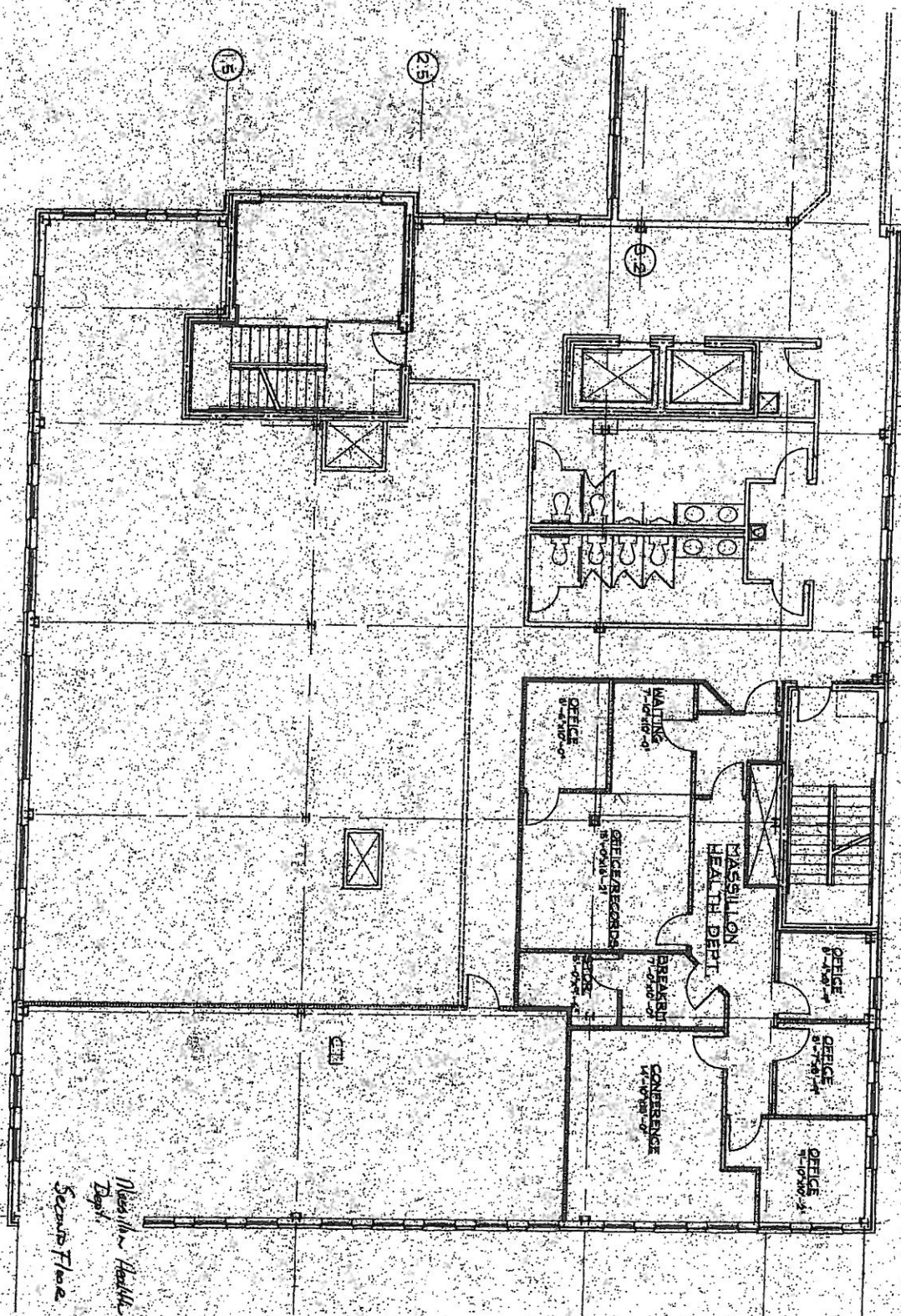
Situated in the City of Massillon, County of Stark and State of Ohio:

And known as and being Lot Nos. 125, 126, 127, 11593, 378, 379, and part of Lot No. 380 in the said City of Massillon.

Timothy J. Putman
Attorney At Law
4810 Munson St., NW
Canton, Ohio 44718
(330)498-9485
(330)498-3800 fax
E-Mail: tim @
putmanproperties.com

EXHIBIT "B"

MAP OF PREMISES



Timothy J. Putman
Attorney At Law
 4810 Munson St., NW
 Canton, Ohio 44718
 (330)498-9485
 (330)498-3800 fax
 E-Mail: tim @
 putmanproperties.com

EXHIBIT "C"

DESCRIPTION OF LESSOR IMPROVEMENTS

LESSOR to provide to LESSEE :

1. a "white box", defined as perimeter demising walls;
2. 2 X 4 drop-in ceiling;
3. \$15.00 per square yard allowance for floor covering.

All other improvements shall be paid for in advance to LESSOR by LESSEE. Before the commencement of work on LESSEE's build-outs, the parties shall mutually agree on a build-out plan and LESSOR shall provide LESSEE with an estimate of the cost associated with such build-outs, which shall be promptly paid by the LESSEE to the LESSOR before the commencement of LESSEE's work.

Timothy J. Putman
Attorney At Law
4810 Munson St., NW
Canton, Ohio 44718
(330)498-9485
(330)498-3800 fax
E-Mail: tim @
putmanproperties.com

EXHIBIT "D"

RULES AND REGULATIONS

1. **WINDOWS AND PROJECTIONS:** Nothing shall be affixed to or projected beyond the outside of the building by Lessee without the prior written consent of Lessor. If Lessee desires, and Lessor permits, blinds, shades or other form of outside or inside window covering, they shall be furnished and installed at the expense of Lessee and must be of such shape, color, material and make as are approved by Lessor.
2. **ADVERTISING AND SIGNS.** Unless expressly permitted by Lessor, no sign, advertisement, notice or other lettering shall be exhibited, inscribed, painted or affixed on any part of the outside or inside of the building, except on the glass or panels of the doors to the leased Premises, and then only of subject matter and in such color, size, style, and material as shall conform to the specifications of Lessor. Lessor reserves the right to remove all other signs or lettering, without notice to Lessee, at the expense of Lessee. Any newspaper, magazine or other advertising done from said Premises, or referring to said Premises or the building, which in the opinion of the Lessor is objectionable, shall be immediately discontinued upon notice from Lessor.
3. **BICYCLES AND ANIMALS.** Unless expressly permitted by Lessor, no bicycle or other vehicle and no animal shall be brought or permitted to be in the building or any part thereof.
4. **CLOSING AND LOCKING DOORS AND WINDOWS.** Unless expressly permitted by Lessor, all doors to said Premises are to be kept closed at all times except when in actual use for entrance to or exit from said Premises. Lessee shall be responsible for the locking of doors and the closing of transoms and windows in and to said Premises. Lessee shall be responsible for any damage or loss resulting for violation of this rule.
5. **MACHINERY.** Unless Lessor gives prior written consent in each and every instance, Lessee shall not install or operate any steam or internal combustion engine, boiler, machinery, refrigerating or heating device or air-conditioning apparatus in or about said Premises, or carry on any mechanical business therein. All equipment of any electrical or mechanical nature shall be placed in settings which absorb and prevent vibration, noise, or annoyance, or the spillage or leakage of fluids, oils, or grease on the floors of said Premises.
6. **FURNITURE OR EQUIPMENT REMOVAL.** Moving or delivery of furniture, trade fixtures and equipment, and freight by or for Lessee shall be done at such times and in such manner as may be required by Lessor. Lessee shall list with Lessor any and all furniture, trade fixtures and equipment; and similar articles to be removed from the building, and the list must be approved at the office of the building before building employees shall permit any article to be removed. Lessor reserves the right, but shall not be obligated, to inspect all articles being moved in or out of the building; and Lessor shall not be liable to Lessee or to any other person for loss of, or damage to, any furniture, trade fixtures and equipment or other personal property from any cause.

7. **UNSIGHTLY PLACEMENT OF EQUIPMENT.** Unless expressly permitted by Lessor, Lessee shall not place or allow anything to be near or against the glass partitions or doors of said Premises which may diminish the light in, or be unsightly from halls or corridors.
8. **LOCKS.** Unless expressly permitted by Lessor, no additional locks or similar devices shall be attached to any door or window and no keys other than those provided by Lessor shall be made for any door. If more than two keys for one lock are desired by Lessee, Lessor shall provide the same upon payment therefore by Lessee; Lessee shall obtain keys from Lessor only and from no other source. Upon termination of this Lease or of Lessee's possession, Lessee shall surrender all keys of said Premises and shall provide Lessor with the then-current combinations for any combination locks on safes, cabinets and vaults.
9. **NOISES AND OTHER NUISANCES.** Lessee shall not make or permit any noise or odor that is objectionable to Lessor or to other occupants of the building to emanate from said Premises, and shall not create or maintain a nuisance therein, and shall not disturb, solicit or canvass any occupant of the building, and shall not do any act tending to injure the reputation of the building. Lessee shall not install or operate any phonographic, musical instrument, radio or television receiver or similar device in the building without prior approval of Lessor. The use thereof if permitted, shall be subject to control by Lessor to the end that others shall not be disturbed or annoyed.
10. **SAFES OR HEAVY ARTICLES.** Lessee shall not overload any floor. Lessor may, but shall not be required to, direct the routing and placement of safes and other heavy articles. Safes, furniture and all large articles shall be brought into said Premises or removed therefrom at the Lessee's sole risk and responsibility.
11. **LEDGES AND WINDOWS.** Lessee shall not place or permit to be placed any article of any kind on the window ledges or elsewhere on the exterior walls, and shall not throw or drop, or permit to be thrown or dropped, any article from any window of the building.
12. **TELEGRAPHS, ANTENNAE, ETC.** No electric wires, telegraphs, telegraph call boxes, antennae, aerial wires or other electrical equipment or apparatus shall be installed inside or outside of the building without prior written approval of Lessor.
13. **SOLICITORS.** Lessor reserves the right, but shall not be held obligated, to exclude or eject from the building any or all solicitors, canvassers or peddlers, and any persons conducting themselves in such manner as, in the sole judgement of Lessor, constitutes an annoyance to any of the tenants of the building or an interference with Lessor's operation of the building, or who are otherwise undesirable.
14. **FLAMMABLE MATERIALS.** No article extra hazardous on account of fire and no explosive shall be brought into said Premises or into building. The storage and use of all flammable and volatile

materials or substances shall be in conformity with applicable laws, rules and regulations of all duly constituted public authorities.

15. LODGING, ETC. The Premises hereby leased shall not be used for lodging or sleeping purposes, and no cooking of food shall be done therein.

16. ADDITIONAL RULES. Lessor reserves the right to make such other and further Rules and Regulations as in Lessor's judgement may from time to time be needful or desirable for the safety, care, cleanliness and efficient operation of the building and for the preservation of good order therein.

17. UNIFORMITY OF APPEARANCE. Lessee acknowledges that it is of the utmost importance to Lessor that the appearance of the various suites occupied by Lessees of the building, as viewed from the exterior of the building and as viewed from the atrium of the building (if any) be uniform and compatible as to colors, materials, and design of curtains, drapes, and all other window or glass coverings, ceiling, wall and floor coverings and furniture and furnishings, and consistent with the architectural aspects and appearance of the building itself, which is contemporary. Accordingly, Lessor, either personally or through its architect, reserves the right to approve or disapprove all of the foregoing before the same are installed or constructed by Lessee or brought upon the demised Premises by Lessee. It shall be the obligation of Lessee before installing or constructing any of the foregoing or bringing any of the foregoing upon the demised Premises, to submit detailed plans, specifications and colors to Lessor, in writing, for the approval or disapproval of Lessor or its said architect. In the event of disapproval, Lessor shall specifically state, as to each item disapproved, an alternate thereto which is satisfactory to Lessor and accordingly, when re-submitted, will be approved by Lessor. If so requested by Lessee, Lessor will personally or through its said architect, and at no charge to Lessee, consult with Lessee and develop plans, specifications and colors which, when resubmitted to Lessor, will be approved by Lessor. In exercising its rights herein, Lessor agrees that it will not unreasonably withhold or delay its approvals. If Lessor does not disapprove Lessee's plans, specifications, and colors within 21 days following submission thereof by Lessee, such plans, specifications and colors shall be deemed to have been approved by Lessor.

GUARANTEE

FOR VALUE RECEIVED, in consideration for, and as an inducement to LESSOR to enter into the foregoing Lease between Grand Mill Centre, LLC, ("LESSOR") and Massillon Health Department, ("LESSEE"), dated _____, the undersigned "Guarantors" hereby guarantee to LESSOR, its legal representatives, successors and assignees, the full and faithful performance and observance by LESSEE, its successors and assigns, of all terms, covenants, conditions, agreements, restrictions and limitations of the Lease, including without limitation the payment of all Rent, together with the payment of all costs, attorneys' fees and other expenses incurred by LESSOR in enforcing such performance and observations.

Guarantors further covenant that:

1. The liability of the Guarantors is primary, shall not be subject to deduction for any claim of offset, counter claim or defense which LESSEE may have against LESSOR, and LESSOR may proceed against Guarantors separately or jointly, before, after, or simultaneously with any proceeding against LESSEE for default; and
2. This Guaranty shall not be terminated or impaired in any manner whatsoever by reason of the assertion by the LESSOR against LESSEE of any of the rights or remedies reserved to LESSOR pursuant to the provisions of such Lease, by reason of summary or other proceedings against LESSEE, by the omission of LESSOR to enforce any of its rights against LESSEE, or by reason of any extension of time or indulgence granted by LESSOR to LESSEE; and
3. Guarantors expressly waive any requirement of notice of non-payment, non-performance or non-observance, or proof of notice or demand; and
4. This Guaranty shall be absolute and unconditional and shall remain and continue in full force and effect as to any renewal, extension, amendment, additions, assignment, sublease, transfer or other modification of the Lease, whether or not Guarantors shall have knowledge of or have agreed to consent to any such renewal, extension, amendment, addition, assignment, sublease, transfer or other modification of the Lease; and

5. That in any action or proceedings brought by LESSOR against Guarantors on account of this Guaranty, Guarantors shall and do hereby waive trial by jury. All obligations and liabilities of Guarantors pursuant to this Guaranty shall be binding upon the heirs, personal representatives with assigns of the Guarantors. This Guaranty shall be governed by and construed in accordance with the laws of the state of Ohio.

GUARANTORS:

BY: _____

TITLE: _____

ATTEST: _____

DATE: _____

BY: _____

TITLE: _____

ATTEST: _____

DATE: _____

BY: _____

TITLE: _____

ATTEST: _____

DATE: _____

BY: _____

TITLE: _____

ATTEST: _____

DATE: _____

DATE: APRIL 2, 2001

CLERK: SHARON HOWELL

CITY OF MASSILLON, OHIO

*1st Reading
2nd Reading 5/4/01*

COUNCIL CHAMBERS

LEGISLATIVE DEPARTMENT

ORDINANCE NO. 85 - 2001

passed 5/7/01

BY: FINANCE COMMITTEE

TITLE: AN ORDINANCE authorizing the Mayor and the Director of Public Service and Safety of the City of Massillon, Ohio, to enter into a lease agreement with the Grand Mill Centre for 4,777.6 square feet of office space for use by the Massillon City Health Department, and declaring an emergency.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MASSILLON, STATE OF OHIO, THAT:

Section 1:

This Council determines that it would be in the best interest of the City of Massillon enter into a lease agreement with the Grand Mill Centre for 4,377.6 square feet of office space for use by the Massillon City Health Department.

Section 2:

The Mayor and Director of Public Service and Safety of the City of Massillon, Ohio, be and is hereby authorized to execute on behalf of the Massillon Health Department, a lease agreement with the Grand Mill Centre for 4,377.6 square feet of office space.

Section 3:

That the Lease Agreement shall pertain to 4,377.6 square feet of office space with the Grand Mill Center for use by the Massillon Health Department. A copy of the proposed Lease Agreement is hereby attached and made a part of this Ordinance.

Section 4:

This Ordinance is declared to be an emergency measure immediately necessary for the preservation of the health, safety and welfare of the community and for the additional reason that it is necessary to lease the office space from the Grand Mill Centre for use by the Massillon Health Department. Provided it receives the affirmative vote of two-thirds of the elected members of Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor. Otherwise, it shall take effect and be in force from and after the earliest period allowed by law.

PASSED IN COUNCIL THIS _____ DAY OF _____ 2001

APPROVED: _____

MARYANN COYNE, ACTING
CLERK OF COUNCIL

DENNIS D. HARWIG, PRESIDENT

APPROVED: _____

FRANCIS H. CICCHINELLI, JR., MAYOR

DATE: APRIL 2, 2001

CLERK: SHARON HOWELL

CITY OF MASSILLON, OHIO

COUNCIL CHAMBERS

passed
LEGISLATIVE DEPARTMENT

ORDINANCE NO. 86 - 2001

BY: HEALTH, WELFARE AND BUILDING REGULATIONS COMMITTEE

TITLE: AN ORDINANCE amending CHAPTER 1129 "BOARD OF ZONING APPEALS" of the Codified Ordinances of the City of Massillon, by repealing existing Section 1129.04 "FEES" of said CHAPTER 1129 and enacting a new Section 1129.04 "FEES" of said CHAPTER 1129, and declaring an emergency.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MASSILLON, STATE OF OHIO, THAT:

Section 1:

The existing Section 1129.04 "FEES" of CHAPTER 1129 "BOARD OF ZONING APPEALS" of the Codified Ordinances of the City of Massillon be and hereby is repealed.

Section 2:

That there be and hereby is enacted a new Section 1129.04 "FEES" of CHAPTER 1129 "ZONING BOARD OF APPEALS" of the Codified Ordinances of the City of Massillon. Said newly enacted Section shall read as follows:

1129.04 FEES

The following is a schedule of fees to be charged to applicants for appeals filed with the Board of Zoning Appeals effective April 25, 2001. These fees shall be paid to the Secretary of the Board of Appeals, which the Secretary shall forthwith pay over to the City Treasurer to the credit of the general revenue fund of the City.

- a. Residential Development.....\$50.00
- b. Commercial Development.....\$75.00.

Section 3:

This ordinance is hereby declared to be an emergency measure, the reason for the emergency being that said enactments are necessary for the more efficient operation of the Building Department of the City of Massillon, Ohio, and for the additional reason for the preservation of the public health, safety and welfare of the community. And provided it receives the affirmative vote of two-thirds of the elected members to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor. Otherwise, it shall take effect and be in force from and after the earliest period allowed by law.

PASSED IN COUNCIL THIS _____ DAY OF _____, 2001

ATTEST: _____

MARYANN COYNE, ACTING
CLERK OF COUNCIL

DENNIS D. HARWIG, PRESIDENT

APPROVED: _____

FRANCIS H. CICCHINELLI, JR., MAYOR

DATE: APRIL 2, 2001

CLERK: SHARON HOWELL

CITY OF MASSILLON, OHIO

1st reading
2nd reading 4/10/01

COUNCIL CHAMBERS

LEGISLATIVE DEPARTMENT

passed 7/01

ORDINANCE NO. 87 - 2001

BY: HEALTH, WELFARE AND BUILDING REGULATIONS COMMITTEE

TITLE: AN ORDINANCE repealing CHAPTER 1313 "ELECTRICAL CODE" of the Codified Ordinances of the City of Massillon, and enacting a new CHAPTER 1313 "ELECTRICAL CODE" of the Codified Ordinances of the City of Massillon, and declaring an emergency.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MASSILLON, STATE OF OHIO, THAT:

Section 1:

That CHAPTER 1313 "ELECTRICAL CODE" of the Codified Ordinances of the City of Massillon is hereby repealed.

Section 2:

That there be and is hereby is enacted a new CHAPTER 1313 "ELECTRICAL CODE" of the Codified Ordinances of the City of Massillon". Said Chapter shall read as follows:

(SEE ATTACHED)

Section 3:

This ordinance is hereby declared to be an emergency measure, the reason for the emergency being that said enactments are necessary for the more efficient operation of the Building Department of the City of Massillon, Ohio, and for the additional reason for the preservation of the public health, safety and welfare of the community. And provided it receives the affirmative vote of two-thirds of the elected members to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor. Otherwise, it shall take effect and be in force from and after the earliest period allowed by law.

PASSED IN COUNCIL THIS _____ DAY OF _____, 2001

ATTEST: _____
MARYANN COYNE, ACTING
CLERK OF COUNCIL

DENNIS D. HARWIG, PRESIDENT

APPROVED: _____

FRANCIS H. CICCHINELLI, JR., MAYOR

CHAPTER 1313

Electrical Code

- | | |
|---|---|
| 1313.01 Adoption of National Electrical Code; copies; conflict. | 1313.13 Revocation of license. |
| 1313.02 Definitions. | 1313.14 License not transferable. |
| 1313.03 Scope. | 1313.15 Permits. |
| 1313.04 License exemptions. | 1313.16 Permit fees. |
| 1313.05 Qualifications for license. | 1313.17 Rough and/or service inspection. |
| 1313.06 Application for electrical contractor's license; fees. | 1313.18 Final inspection. |
| 1313.07 Application for registered electrician's license; fees. | 1313.19 Duties of Inspector. |
| 1313.08 Board of Electrical Examiners. | 1313.20 Responsibility of Inspector. |
| 1313.09 Powers and duties of Board. | 1313.21 Records of permits and inspections. |
| 1313.10 Examination for license. | 1313.22 Right of entry. |
| 1313.11 License fees. | 1313.23 Construction requirements. |
| 1313.12 License renewal. | 1313.99 Penalty. |

CROSS REFERENCES

Power to license electricians - see Ohio R.C. 715.27
Adoption by reference - see Ohio R.C. 731.231
Ohio Basic Building Code - see BLDG. Ch. 1301
One, Two and Three-Family Dwelling Code - see BLDG. Ch. 1305

1313.01 ADOPTION OF NATIONAL ELECTRICAL CODE; COPIES; CONFLICT

(a) There is hereby adopted and incorporated by reference as if set out at length herein for the purpose of establishing rules and regulations for the installation and maintenance of electrical materials within the City that certain code known as the National Electrical Code recommended by the National Fire Protection Association, Current Edition, except such portions as are hereinafter deleted, modified or amended, and from the date on which this section shall take effect the provisions thereof shall be controlling in the installation and maintenance of all electrical materials within the corporate limits of the City.

(b) Copies of the National Electrical Code adopted herein are on file in the Building Department for inspection by the public and in the County Law Library. The Clerk of Council also has copies available for distribution to the public at cost.

(c) In case of conflict between the National Electrical Code and any other Municipal ordinance or technical code, the more restrictive provision shall prevail.

1313.02 DEFINITIONS

The following terms shall have the meanings prescribed to them when used in this chapter.

(a) "Electrical wiring" means all electrical work and electrical wiring, conductors, equipment and electrical devices beyond the point of electric service attachment by the local light and power company which are used for the transmission of electrical current for light, heat, power or any other purpose whatsoever within the City. Except that the following is not considered as electrical wiring, only in that licenses and permits will not be required: the replacement of fuses, lamps, wall switches, receptacles and sockets; the attachment of portable appliances to existing outlets; the repairing of appliances, motors and other devices when not attached to permanent wiring; the wiring which is an integral part of machinery, appliances, apparatus and vehicles; and other electrical wiring exempted in this chapter.

(b) "Electrical Contractor" means any person, firm, corporation or other entity that engages in, or that directly employs another person(s) to engage in, or that supplies persons to any other person, firm, corporation or other entity who will engage in, the installation, alteration, repair of or addition to any electrical wiring within the corporate limits of the city under any contract, written or verbal, expressed or applied with the owner, lessee or contractor for any property or building.

(c) "Registered Journeyman Electrician" means any person who engages in the installation, alteration, repair or addition of any electrical wiring within the corporate limits of the city while directly employed or engaged by an electrical contractor licensed by the city or who performs services for an electrical contractor licensed by the city pursuant to a "leased employee" agreement between the electrical contractor and any of other person, firm or entity, or pursuant to any contractual arrangement or agreement with the electrical contractor whereby the electrician functions as an independent contractor.

(d) "Apprentice Electrician" means any person who is the holder of, or is who is required to hold, a registered apprentice license issued pursuant to this chapter. An apprentice electrician shall be indentured in a bona-fide program of training recognized by the federal and state bureau of apprenticeship and training for the electrical and construction industry and be directly employed or engaged by an electrical contractor licensed by the city or provide services to such electrical contractor pursuant to a "leased employee" agreement or arrangement between the electrical contractor and any other person, firm, corporation or other entity, or pursuant to any other contractual arrangement or agreement or whereby the apprentice function as an independent contractor.

(e) "Outlet" means a fixed point on a wiring system from which current may be taken, or each switch point, not in panels or on fixtures, or each ten feet or fraction thereof of strip wiring.

(f) "Fixture" means a fixed device attached to the wiring system having one or more lamp holders.

(g) As used in this chapter, the terms "Employed By", "Employ", "In The Employ Of", "Directly Employed" or "Directly Employed By" mean that the person to whom these terms apply is on the payroll of, and under the direct supervision and direction of, a person, firm, corporation or other entity that engages in the installation, repair, alteration or addition to any electrical wiring within the city or that is required to obtain a license or registration under this chapter. Any other definition or interpretation of these terms is inapplicable under this chapter.

1313.03 SCOPE

(a) No person, firm or corporation or other entity, except as exempted in section 1313.04, shall engage in the installation, alteration, repair or addition to any electrical wiring within the city unless such person, firm, corporation or other entity has obtained a license to perform such work as required by this chapter. Any person, firm, corporation or other entity that supplies registered electricians or apprentice electricians to any other person, firm, corporation or other entity for purposes of engaging in the installation, alteration, repair or addition to any electrical wiring within the corporate limits of the city shall obtain a license as an electrical contractor as required by this chapter.

(b) It shall be unlawful for any person to undertake or to perform the work of any licensed electrical contractor, as defined by this chapter, or to represent or advertise himself or itself, either publicly or privately, as being ready, willing or able to contract or to undertake to perform such work within the corporate limits of the city, or to supply registered electricians or apprentice electricians to any other person, firm, corporation or other entity for purposes of installing, altering, repairing or adding to any electrical wiring within the city, without first having obtained an appropriate license or registration as required by this chapter.

(c) No electrical contractor shall permit or allow any person to engage in the installation, alteration, repair or addition to any electrical wiring within the corporate limits of the city pursuant to a permit granted to such electrical contractor unless such persons are licensed or registered electricians or apprentice electricians, as defined by this chapter, and are directly employed by the electrical contractor.

1313.04 LICENSE EXEMPTIONS

(a) No provision of this chapter shall be interpreted to require that a bona-fide owner and occupant of a single family dwelling be licensed who personally, or with casual assistance, performs work upon such premises occupied by the owner thereof as such owner's established residence. Such owner shall be issued a permit for such work providing he satisfactorily qualifies through an oral test given by the Building Department, relating to such work. All such work shall be done in conformity with the provisions of this chapter and no work shall be done unless all permits required by this chapter are obtained.

(b) This chapter shall not apply to the installation, alteration, repair or addition to any electrical wiring in manufacturing facilities within the city if such installation, alteration, repair or addition is done by employees directly employed by the manufacturing facility. Provided, however, that the National Electric Code shall apply to all original installations or additions to existing installations. Notwithstanding the foregoing, the city shall have the right to inspect any electrical installations covered by this subsection and to require appropriate modifications or alterations in such installations as may be necessary to preserve public safety and welfare.

(c) This chapter shall not apply to public utility companies operating under franchises or under the laws of the State of Ohio with respect to the installation, alteration, repair or addition to any electrical wiring used in the business of such utility company and is done by employees directly employed by the utility company. This exemption shall apply to all wires, cables, meters and accessories installed on a customer's premises and owned by the utility company. Provided, however, that the National Electric Code shall apply to all original installations or additions to existing installations, notwithstanding the foregoing, the city shall have the right to inspect any

electrical installations covered by this subsection and to require appropriate alterations or modifications in such installations as may be necessary to preserve public safety and welfare.

1313.05 QUALIFICATIONS FOR LICENSE

The applicant for an electrical contractor's or journeyman electrician's license shall be at least twenty-one years of age and a citizen of the United States. He shall meet at least one of the following tests of experience and/or education and education and experience shall be verified by presentation to the Electrical Board of appropriate diplomas and tax information.

- (a) Ten thousand hours of practical experience in the electrical trade;
- (b) Two years of electrical technical training in a school accredited by either the State of Ohio or the United States Department of Labor, Bureau of Apprenticeship and Training, plus six thousand hours of practical experience in the electrical trade;
- (c) A degree from an accredited college or university as an electrical engineer plus four thousand hour of practical experience.

1313.06 APPLICATION FOR ELECTRICAL CONTRACTOR'S LICENSE, FEES, O.C.I.E.B. CERTIFICATION

(a) An application for an electrical contractor's license shall be made in writing in the name of the person, firm or corporation applying therefore, on forms prescribed and provided by the Building Department, and shall contain such information as is required by the rules and regulations of such Department. If such application is made by an individual, it shall be signed by such individual; if made by a partnership, it shall be signed by one of the partners; and if made by a corporation, it shall be signed by one of the officers of such corporation.

(b) REQUIREMENTS FOR ELECTRICAL CONTRACTOR'S LICENSE UNDER O.C.I.E.B. CERTIFICATION.

Qualifications. All individuals seeking an electrical contractor's license shall comply with the following:

- (1) All applicants must present a valid and unexpired Qualification Certificate issued by the Ohio Construction Industry Examining Board.
- (2) All applicants shall comply with all requirements imposed by Ohio Revised Code Sections 4740.01 to 4740.13.
- (3) The applicant shall be of good moral character. In considering the moral character of an applicant, the authority reviewing the registration may consider a record of dishonest practices or malpractice's in the conduct of a business, trade, or profession, and that it is in the public interest that the applicant not be licensed. When an applicant is a firm or corporation, each responsible member of such firm or corporation shall be determined to be of good moral character.

(c) Such application shall be accompanied by a surety bond, to be held on file by the City, in the sum of no less than ten-thousand dollars (\$10,000), which bond shall be approved by the Building Department and the Law Director of the City and shall be conditioned upon the applicant saving and keeping the City harmless from any and all losses and damages that may arise from the negligent or reckless conduct of the applicant and his employees and/or agents; Such bond shall also provide that the applicant, and his agents and employees, shall conform to

and comply with all statutes, laws, ordinances, rules and regulations which have been or may hereafter be enacted or adopted regarding any electrical work or the installation of any electrical wiring within the City. The applicant shall present such bond to the City prior to receiving the actual electrical contractors license.

(d) Such applicant shall, at the time he files the application set forth above, pay a fee of one hundred dollars (\$100.00) to the City for the examination set forth in Section 1313.10.

(e) Before an electrical contractor is issued a license he must provide copies of documents proving that such electrical contractor is paying Worker's Compensation premiums.

(f) No person, firm, corporation or other entity shall perform any electrical wiring within the City as an electrical contractor without complying with this Chapter.

1313.07 APPLICATION FOR JOURNEYMAN ELECTRICIAN'S LICENSE; FEES

(a) An application for a registered electrician's license shall be made in writing in the name of the person applying therefor on forms prescribed and provided by the Building Department, and shall contain such information as shall be required by the rules and regulations of such Department. Such applicant shall at the time he files the application set forth above, pay for the examination set forth in Section 1313.10.

(b) Any journeyman electrician holding a current license issued in any of the reciprocal licensing areas accepted by Massillon shall receive registered electrician's license upon completion of an application therefor and upon payment of the proper license fee, without examination as required in Section 1313.10

(c) Failure to obtain a current reciprocal license from the City prior to working therein is automatic grounds for a two hundred percent (200%) penalty in addition to the license fee as required by Section 1313.10.

(d) A fee of thirty dollars (\$30.00) shall be paid by an applicant for a journeyman electrician's license before the applicant can take the required examination.

(e) An applicant for a journeyman electrician's license may not work for a contractor until he successfully sits for and passes the examination and is issued a license.

(f) An applicant may be denied permission to sit for the examination for one year if he has been found working in the City prior to testing.

(g) No person shall engage in the work of a journeyman electrician without first obtaining a license from the City pursuant to this Chapter.

(h) The applicant shall be of good moral character. In considering the moral character of an applicant, the authority reviewing the registration may consider a record dishonest practices or malpractice's in the conduct of a business, trade, or profession, and that it is in the public interest that the applicant not be licensed.

1313.08 APPLICATION FOR REGISTERED APPRENTICE LICENSE; FEES

(a) An application for a registered apprentice license shall be made in writing in the name of the person applying therefor on forms prescribed and provided by the Building Department, and shall contain such information as shall be required by the rules and regulations of such Department. Such applicant shall at the time he files the application set forth above, pay an application fee of \$5.00. Electrical apprentice registrations shall be renewed annually upon the payment of \$5.00 on or before December 31, of each year.

(b) Submit with the application for registration written proof and documentation that the applicant presently is engaged in learning the electrical trade by being indentured in a training program registered and approved by United States Department of Labor, Bureau of Apprenticeship and Training. An applicant may not establish his/her participation in such approved training program by submitting documentation that the applicant has been issued an apprentice registration and/or license by another political subdivision within the State of Ohio or elsewhere.

(c) No person shall engage in the work of a registered apprentice without first obtaining a license from the City pursuant to this Chapter.

1313.09 POWERS AND DUTIES OF BOARD OF ELECTRICAL EXAMINERS

(a) Board of Electrical Examiners. There is hereby created a Board of Electrical Examiners which shall be appointed by the Mayor. The Board shall consist of five residents of the City as follows:

- (1) Three shall be either an electrical contractor or a registered electrician who are licensed as such by the City.
- (2) One shall be an employee and/or representative of the local light and power company. Such company shall have the right to suggest to the Mayor the individual whom they wish to be their representative on such Board.
- (3) One shall be a disinterested citizen.

The Board members shall serve for a period of five years, except that those first appointed shall serve as follow: one to serve for five years; one to serve for four years; one to serve for three years; one to serve for two years; and one to serve for one year. Thereafter one shall be appointed each year so that the terms will be overlapping.

(b) Secretary of Board of Electrical Examiners. The Electrical Inspector shall be an ex officio member of the Board of Electrical Examiners and shall serve as secretary of such Board. He shall attend all meetings of such Board and shall keep the minutes and records of these meeting as required, but he shall not have a vote in any matters considered by the Board.

(c) Organization of the Board of Electrical Examiners. The Board of Electrical Examiners shall meet, organize and select a chairman within thirty days after January 1 of each year. Thereafter, they shall meet at such intervals as may be necessary for the proper performance of their duties, or upon call of the secretary.

A majority of the members shall constitute a quorum for the transaction of business. A majority of all members is required to approve or disapprove the competency of an applicant.

(d) The Board of Electrical Examiners is authorized and it shall be the duty of the Board to examine all qualified applicants for electrical contractor's and registered journeymen electrician's licenses

upon matters relating to the knowledge, ability and qualifications of the applicant to engage in such work or trade in the City.

(e) The Board of Electrical Examiners shall approve the application for a license where the person signing the application for a license application satisfactorily passes the examination set forth in Section 1313.10 and the Building Inspector shall thereupon issue to such applicant a license to engage in the business of an electrical contractor or registered journeymen electrician, as the case may be in the City, for the calendar year in which such application was made.

(f) The Board of Electrical Examiners shall hear complaints arising against any person, firm or corporation licensed by the City in the electrical business or trade, and shall have the power, after hearing, to suspend or revoke such license for the following reasons:

- (1) Violation of the provisions of this chapter or of the Building Code;
- (2) Misrepresentation of the material facts in obtaining such license or renewal thereof;
- (3) Failure to secure the permits, inspections and approvals required by this chapter or the Building Code;
- (4) Use of such license to obtain a permit for another person, firm or corporation;
- (5) For failure or refusal to correct promptly an installation or part thereof made in an incompetent or improper manner after notice thereof by the duly appointed Inspector of the Building Department.

The notice of the hearing before the Board of Electrical Examiners stating the grounds for the complaint, must be given the licensee in writing by registered mail at least ten days before the date of the hearing.

(g) The Board of Electrical Examiners shall have the power to adopt the necessary rules and regulations for conducting matters and examination and shall have such additional powers as may be provided elsewhere in this chapter.

(h) The Board of Electrical Examiners shall have full and complete authority to determine whether any person, firm, corporation or other entity is functioning as an electrical contractor, a registered electrician or an apprentice electrician within the corporate limits of the city. The board on its own initiative, or through a complaint or other information filed with it by any person, may determine whether any person, firm, corporation or other entity is performing or functioning as an electrical contractor, registered electrician or apprentice electrician within the corporate limits of the city and whether they are subject to the licensing, testing and registration requirements of this chapter. In making such determinations, the board shall function as an adjudicatory body and shall hold the necessary hearings in order to make appropriate determinations as required by this chapter. The Board, through the City of Massillon, shall have the authority to subpoena and/or compel the attendance of witnesses at such hearings and shall adopt rules and regulations to ensure that the person, firm, corporation or other entity which is the subject of the hearing is appropriately notified of such hearing and the issue to be considered, is extended an opportunity to attend and participate in the hearing and is extended an opportunity to present to the Board any evidence, testimony, exhibits or other arguments such person deems necessary. The Board shall issue its decision in writing on the question before it and such

decision shall be appealable in accordance with applicable law. During the pendency of any proceedings before the Board under this chapter, the Board may seek appropriate injunctive relief to insure compliance with the provisions of this chapter or to maintain the status quo until such time as the board issues its final decision on the matters before it.

(i) All applications for licenses and all question papers, answer papers and other data forming the basis of a Board of Electrical Examiners' approval, refusal, suspension or revocation of a license shall be kept on file in the Building Department, for at least five years after receipt thereof in the Department.

1313.10 EXAMINATION FOR LICENSE

(a) Before the license shall be issued to any applicant, the person signing the application for such license shall take and satisfactorily pass an examination to be prescribed and conducted by the Board of Electrical Examiners upon the following subjects:

- (1) The edition of the National Electrical Code as adopted by Section 1313.01;
- (2) The Electrical Code of the State of Ohio;
- (3) The Electrical Code of the City of Massillon.

(b) The questions submitted in each examination shall be written or printed, and the answers thereto shall be written on a separate paper. A grade of less than seventy percent (70%) shall not be considered satisfactory.

(c) The Board of Electrical Examiners shall conduct the examinations required by this chapter at least every three (3) months, provided there is at least one applicant for any such examination. The board may conduct examinations more frequently if the board concludes that there is an insufficient number of electrical contractors, registered journeymen electricians or apprentice electricians licensed by the city who are willing and able to engage in the installation, repair, alteration or addition to electrical wiring within the corporate limits of the city. The board shall not be required to conduct any examinations for the sole purpose of accommodating any licensed electrical contractor, or the owner or developer of a project, unless the board finds that there is an insufficient number of electrical contractors, registered electricians or apprentice electricians licensed by the city and that such electrical contractor or owner or developer will suffer clear, significant, severe and irreparable harm if the board does not schedule and conduct such examinations.

1313.11 LICENSE FEES

Before an electrical contractor's license is issued, the person, firm or corporation applying for such license shall pay a fee therefor at the rate of one hundred fifty dollars (\$150.00) and the application for a registered journeyman electrician's license shall pay a fee therefor at the rate of ten dollars (\$10.00) per year. Such rates are based on the calendar year.

1313.12 LICENSE RENEWAL

(a) An electrical contractor's license can be renewed from year to year by filing an application therefor in writing and paying an annual fee of one hundred fifty dollars (\$150.00) and furnishing a new bond conditioned and subject to the approval as provided in Section 1313.06. A registered journeyman electrician's license can be renewed from year to year by filing an application therefor in writing and paying an annual fee of ten dollars (\$10.00). The license shall be granted

upon payment of the full annual fee without examination. The failure of any electrical contractor or registered electrician to pay such annual fee within a period of sixty days from the date of expiration of the former license shall automatically constitute a revocation of the license and the electrical contractor and registered electrician shall be required to take and pass an examination as required for the initial granting of such license. All licenses and renewals of same shall expire on December 31 of each year.

(b) Before the renewal of an electrical contractor's license is issued, the contractor must provide copies of documents proving that he is paying Worker's Compensation premiums.

1313.13 REVOCATION OF LICENSE

(a) Any license or registration issued under this chapter may be revoked or canceled by the Board of Electrical Examiners for any of the reasons appearing in section 1313.09 or for any other violation of this chapter. A record shall be kept by the building inspector showing the date, name of licensee, location of the city and the owner or person in control of the property where any work is performed contrary to this chapter. Written notice shall be immediately issued to the licensee that cause the work to be done and such licensee shall, immediately upon receipt of such written notice, cause such work to conform to the provisions of this chapter. If the licensee claims that the work and material referenced in the notice are in accordance with the provisions of this chapter, such licensee shall, within twenty-four hours after such notice is received by him, notify the Board of Electrical Examiners of his position, in writing. The board shall cause an immediate reinspection to be made by the building inspector and if the licensee is not satisfied with the report of the building inspector after such reinspection, the board shall conduct a hearing within forty-eight hours and give the licensee an opportunity to present his position to the board. The board shall make its decision within twenty-four hours of the conclusion of the hearing and the board's decision shall be final. When a license had been revoked or canceled the Board of Electrical Examiners, the person, firm, corporation or other entity who has had such licensed revoked or canceled may, after a period of one year, apply for the issuance of another license subject to all of the provisions of this chapter. Reapplication for a license pursuant to this paragraph is not to be construed as a guarantee that such license will issued. The issuance of a new license may be conditional and on such terms as the Board of Electrical Examiners deems appropriate.

(b) Before the renewal of an electrical contractor's license is issued, the contractor must provide copies of documents proving that he is paying Workers Compensation premiums.

1313.14 LICENSE NOT TRANSFERABLE

(a) No person, corporation, firm or other entity shall engage in the installation, repair, alteration or addition to any electrical wiring within the corporate limits of the city without obtaining an appropriate license as provided by this chapter. The holder of such license shall register with the city as the authorized representative of the person, firm, corporation or other entity and shall represent such person, firm, corporation or other entity in all matters pertaining to this chapter. Such electrical contractor's license shall not be transferable and the holder of an electrical contractor's license may not represent and may not apply for permits for more than one person, firm, corporation or other entity on any project. The prohibitions and

obligations in this section shall apply to any person, firm, corporation or other entity that supplies registered electricians or apprentice electricians to any electrical contractor licensed by the city.

(b) No license issued under the authority of this chapter shall be transferable; and if the person who passes the examination for an electrical contractor's license ceases to be a member of the firm or corporation to which the license is granted or ceases to be an officer of the firm or corporation to which the license is granted, then such electrical contractor's license shall be revoked. Should any electrical contractor's license be revoked for the above cause then such licensee shall be entitled to a refund of a pro rata amount of the license fee for the remainder of the calendar year. Nothing herein contained shall be construed to mean that there shall be any refund of any license fee or any part thereof when the license is revoked for any cause other than that specifically set forth in this section.

(c) Upon the death of an individual holding an electrical contractor's license or upon the death of the partner or officer in whose name a firm or corporation holds an electrical contractor's license, any person who has an interest in such individual's business or who is a partner or officer of such firm or corporation may temporarily continue to operate on the deceased's license if he complies with the following provisions:

(1) Such person holds a valid registered electrician's license of the City.

(2) Such person files an application for an electrical contractor's license as outlined in Section 1313.06 within thirty days after the death of the former license holder.

(3) Such person passes the examination for an electrical contractor's license as provided for in Section 1313.10 within six months after the death of the former license holder. Failure to comply with any and all of the foregoing provisions shall cause the temporary use of the electrical contractor's license to be canceled and such license revoked.

Such person shall not be required to pay any additional license fee during the calendar year in which the death of the former license holder occurred or during the calendar year in which the former license holder's license was renewed as provided for in Section 1313.12.

(d) The person, partnership, corporation or unincorporated association employing the holder of an electrical contractor's license and the individual holding the electrical contractor's license shall be jointly and severally liable for all violations under this chapter.

(e) No holder of any electrical contractor's license, issued in accordance with this chapter, shall allow his or her name to be used by any other person, firm, corporation or other entity for purposes of engaging in the installation, repair, alteration or addition to any electrical wiring within the city or for obtaining a permit to do the same. No electrical contractor shall permit or allow any person to engage in the installation, alteration, repair or addition to any electrical wiring within the city under any permit granted to the electrical contractor unless such person is in the direct employ of the electrical contractor or unless such person is in the direct employ of another person, firm, entity or other corporation licensed as an electrical contractor by the city and which supplies registered electricians or apprentice electricians to other electrical contractors licensed by the city.

(f) No holder of any electrical contractor's license issued pursuant to this chapter shall utilize leased or rented employees, or engage independent contractors, to engage in the

installation, alteration, repair or addition to any electrical wiring within the city unless such leased or rented employees, or unless such independent contractors, are licensed and registered as electricians or apprentice electricians under this chapter. Provided, further, that the person, firm, corporation or other entity leasing or renting such employees, or providing independent contractors to, such electrical contractor, shall be jointly and severally liable with such licensed electrical contractor for all violations of this chapter and for any personal injuries or property damage for which the electrical contractor is, or may become liable for, as a result of the work, activity or actions of such leased or rented employees, or independent contractors.

1313.15 PERMITS

No electrical wiring shall be installed, altered or repaired in the City without first obtaining a permit to do so from the Building Department. Electrical permits shall be issued only to the holder of an electrical contractor's license, or the bona-fide owner of a single family residence, as permitted in Section 1313.04(a). Applications for such permit shall be made in writing on forms prescribed and provided by the Building Department. Such application shall state the name of the person, firm or corporation which is to do the electrical work, the names and addresses of the owner or owners of the building or property in which the work is to be done and when such work is to likely to be commenced. When requested by the Building Department, the applicant for a permit shall furnish to the same, a plan and a plan and specification completely describing the work to be installed before a permit is issued. Such plan and specifications shall remain on file in the Building Department.

1313.16 PERMIT FEES

(a) Schedule. Applications for an electrical permit shall be accompanied by a permit fee and no electrical permit shall be issued until such fee is paid. The amount of the fee shall be determined as follows:

A flat fee will be charged for each permit issued as follows:

Residential construction up to and including a three family dwelling:	
Flat fee	\$10.00
plus the below listed table if applicable	
Commercial construction:	
Flat fee	\$20.00
plus the below listed table if applicable:	
(1) Outlets, switches, and/or fixtures up to and including first 5,	\$5.00
(2) Outlets, switches and/or fixtures over 5 but less than 100,	\$10.00
(3) Outlets, switches, and/or fixtures over 100	\$15.00
(4) Motors, generators, and transformers	\$3.00 ea.
(5) Furnace, boiler, etc.	\$3.00 ea.
(6) Air conditioner (p/unit), range, dryer, water heater, etc.	\$5.00 ea.
(7) Meters (p/unit)	\$5.00 ea.
(8) Temporary service (90 days only)	\$10.00

(9) Service change (move or repair)	\$10.00
(10) Swimming pools	\$10.00
(11) Electrical signs (permanent, portable, or temporary)	\$10.00
(12) Phone booths, wells (oil and/or gas)	\$10.00
(13) Electrical baseboard heat:	
A. Each heating unit 0-22 kw	\$5.00
B. Each heating unit 2.1-5 kw	\$8.00
C. Each heating unit 5.1-10 kw	\$10.00
D. Each heating unit 10.1-20 kw	\$12.00
E. Each heating unit 20.1 kw and up	\$14.00
(14) 0-100 amp feeders or busways:	
A. 0-100 amp feeders or busways	\$5.00 ea.
B. 101-200 amp feeders or busways	\$6.00 ea.
C. 201-400 amp feeders or busways	\$8.00 ea.
D. 401-600 amp feeders or busways	\$10.00 ea.
E. 601-800 amp feeders or busways	\$12.00 ea.
F. 801-1000 amp feeders or busways	\$15.00 ea.
G. 1001-1600 amp feeders or busways	\$20.00 ea.
H. 1601-2000 amp feeders or busways	\$25.00 ea.
(15) Special inspections	\$30.00
(16) Reinspection made necessary by incomplete, incompetent, or negligent work - per inspection	\$15.00
(b) <u>Penalty.</u>	
(1) Any permit not applied for in writing before work is in progress shall be subject to a one hundred percent (100%) penalty in addition to the regular fee for all work done and to be done under such permit. The penalty shall be in addition to that provided in Section 1313.99. If the penalty and regular fee are not paid within five days of the request, the contractor's license shall be immediately suspended until such time that the penalty and regular fee are paid.	
(2) If electrical work has not commenced within, or if work has been suspended for a period of ninety days, the permit shall be revoked immediately.	

1313.17 ROUGH AND/OR SERVICE INSPECTION

(a) The holder of an electrical installation permit shall notify the Building Department as soon as the electrical wiring that is to be lathed over or concealed within a building has been completed; and it shall make inspection of the same within forty-eight hours, excluding Sundays and legal holidays, from such notification. If the installation passes inspection, the Inspector shall stamp on the building permit the fact that he has passed the work. If the installation shall not pass inspection, the Inspector shall notify the permit holder of any violation and such permit holder shall correct such violations within ten days from the date of the written notice.

(b) The holder of an electrical installation permit shall notify the Building Department when the permanent service has been completed, and it shall make inspection of the completed

job within forty-eight hours, excluding Sundays and legal holidays, from such notification. If the completed installation passes inspection, the Inspector shall notify the local electric light and power company of the completion and approval of the job and authorize the connection to the installation; and no connections shall be made without such authorization. If the completed installation shall not pass inspection, the Inspector shall notify the permit holder of any violations, and such permit holder shall correct such violations within ten days from the date of written notice. Permanent service inspection may be done in conjunction with rough inspection but not prior to rough inspection. If not in conjunction with rough inspection it shall constitute an addition or special inspection.

1313.18 FINAL INSPECTION

The holder of an electrical installation permit shall notify the Building Department when the entire installation of wiring and equipment has been completed, and it shall make inspection of the completed job within forty-eight hours, excluding Sundays and legal holidays, from such notification. If the installation passes inspection, the Inspector shall stamp on the building permit the fact that he has passed the work. If the installation shall not pass inspection, the Inspector shall notify the permit holder of any violation and such permit holder shall correct such violations within ten days from the date of the written notice.

1313.19 DUTIES OF INSPECTOR

It shall be the duty and the responsibility of the electrical inspector, and his duly appointed assistants, to monitor compliance with and to enforce all of the provisions of this chapter. If the electrical inspector, or any of his duly appointed assistants, believes or has probable cause to believe, that any person, firm, corporation or other entity is engaging in the installation, repair, alteration or addition to any electrical wiring within the city, without first complying with the licensing or registration requirements found in this chapter, the inspector shall immediately file a complaint or a notice of probable violation with the Board of Electrical Examiners setting forth the basis for his belief that the licensing and registration provisions of this chapter are being violated. The board shall conduct appropriate proceedings under section 1313.09 (h) of this chapter and shall take whatever action it deems appropriate under this chapter.

1313.20 RESPONSIBILITY OF INSPECTOR

(a) Any unapproved or defective electrical wiring or equipment ordered by the Electric Inspector to be repaired or replaced must be corrected within ten days, or any other period specified from the date of written notice. The Electrical Inspector is hereby authorized to order electrical service discontinued from any unapproved or defective wiring system which has not been corrected after written notice thereof has been given and same has not been complied with. The Electrical Inspector is hereby authorized to disconnect, without notice, any electrical wiring or equipment deemed to be a hazard to person and property.

(b) The Building Department or the local light and power company shall not be held liable for any damage or loss that might be caused by any disconnection or discontinuation of electrical service as provided for under this section.

1313.21 RECORDS OF PERMITS AND INSPECTIONS

The Building Department shall keep complete records of all permits issued and inspections made and other official work performed under the provisions of this chapter. Such records shall be kept for a period of at least five years.

1313.22 RIGHT OF ENTRY

(a) The Building Inspector or his assistants shall have the right of entry at reasonable times and reasonable hours into all structures, buildings and dwellings in the City wherein there is reasonable ground to believe that there is a violation of the standards or provisions of this chapter.

(b) Where the person lawfully in occupancy of such premises withholds his assent hereto, such right of entry and inspection can be exercised only under authority of a search warrant issued by a court of competent jurisdiction as provided by law. No warrant shall be issued except upon a sworn complaint, in ordinary and concise language, based upon knowledge and belief which satisfies the court that there is reasonable ground to believe that a violation exists.

1313.23 CONSTRUCTION REQUIREMENTS

No certificate of inspection shall be issued unless the electrical wiring and equipment are installed in strict conformity with the provisions of this chapter, the statutes of the State, the rules and regulations issued by the Industrial Commission of Ohio under authority of the State statutes, and unless they are in conformity with the rules and regulations laid down in the latest edition of the National Electrical Code as approved by the American Standards Association together with all the amendments, supplements and official interpretations of such Code. Compliance with the foregoing shall be prima-facie evidence of conformity with such approved standards.

313.99 PENALTY

(a) Whoever violates any provision of current Electrical Code, recognition of this chapter, or fails to comply with any requirements of the Building Department shall be guilty of a misdemeanor of the first degree.

(b) Each day on which a violation occurs or continues shall be deemed a separate offense.

CHAPTER 1313

Electrical Code

1313.01 Adoption of National Electrical Code; copies; conflict.	1313.13 Revocation of license.
1313.02 Definitions.	1313.14 License not transferable.
1313.03 Scope.	1313.15 Permits.
1313.04 License exemptions.	1313.16 Permit fees.
1313.05 Qualifications for license.	1313.17 Rough and/or service inspection.
1313.06 Application for electrical contractor's license; fees.	1313.18 Final inspection.
1313.07 Application for registered electrician's license; fees.	1313.19 Duties of Inspector.
1313.08 Board of Electrical Examiners.	1313.20 Responsibility of Inspector.
1313.09 Powers and duties of Board.	1313.21 Records of permits and inspections.
1313.10 Examination for license.	1313.22 Right of entry.
1313.11 License fees.	1313.23 Construction requirements.
1313.12 License renewal.	1313.99 Penalty.

CROSS REFERENCES

Power to license electricians - see Ohio R.C. 715.27
Adoption by reference - see Ohio R.C. 731.231
Ohio Basic Building Code - see BLDG. Ch. 1301
One, Two and Three-Family Dwelling Code - see BLDG. Ch. 1305

1313.01 ADOPTION OF NATIONAL ELECTRICAL CODE; COPIES; CONFLICT

(a) There is hereby adopted and incorporated by reference as if set out at length herein for the purpose of establishing rules and regulations for the installation and maintenance of electrical materials within the City that certain code known as the National Electrical Code recommended by the National Fire Protection Association, Current Edition, except such portions as are hereinafter deleted, modified or amended, and from the date on which this section shall take effect the provisions thereof shall be controlling in the installation and maintenance of all electrical materials within the corporate limits of the City.

(b) Copies of the National Electrical Code adopted herein are on file in the Building Department for inspection by the public and in the County Law Library. The Clerk of Council also has copies available for distribution to the public at cost.

(c) In case of conflict between the National Electrical Code and any other Municipal ordinance or technical code, the more restrictive provision shall prevail.

1313.02 DEFINITIONS

The following terms shall have the meanings prescribed to them when used in this chapter.

- (a) "Electrical wiring" means all electrical work and electrical wiring, conductors, equipment and electrical devices beyond the point of electric service attachment by the local light and power company which are used for the transmission of electrical current for light, heat, power or any other purpose whatsoever within the City. Except that the following is not considered as electrical wiring, only in that licenses and permits will not be required: the replacement of fuses, lamps, wall switches, receptacles and sockets; the attachment of portable appliances to existing outlets; the repairing of appliances, motors and other devices when not attached to permanent wiring; the wiring which is an integral part of machinery, appliances, apparatus and vehicles; and other electrical wiring exempted in this chapter.
- (b) "Electrical Contractor" means any person, firm, corporation or other entity that engages in, or that directly employs another person(s) to engage in, or that supplies persons to any other person, firm, corporation or other entity who will engage in, the installation, alteration, repair or addition to any electrical wiring within the corporate limits of the city under any contract, written or verbal, expressed or applied with the owner, lessee or contractor for any property or building.
- (c) "Registered Journeyman Electrician" means any person who engages in the installation, alteration, repair or addition of any electrical wiring within the corporate limits of the city while directly employed or engaged by an electrical contractor licensed by the city or who performs services for an electrical contractor licensed by the city pursuant to a "leased employee" agreement between the electrical contractor and any of other person, firm or entity, or pursuant to any contractual arrangement or agreement with the electrical contractor whereby the electrician functions as an independent contractor.
- (d) "Apprentice Electrician" means any person who is the holder of, or is who is required to hold, a registered apprentice license issued pursuant to this chapter. An apprentice electrician shall be indentured in a bona-fide program of training recognized by the federal and state bureau of apprenticeship and training for the electrical and construction industry and be directly employed or engaged by an electrical contractor licensed by the city or provide services to such electrical contractor pursuant to a "leased employee" agreement or arrangement between the electrical contractor and any other person, firm, corporation or other entity, or pursuant to any other contractual arrangement or agreement or whereby the apprentice function as an independent contractor.
- (e) "Outlet" means a fixed point on a wiring system from which current may be taken, or each switch point, not in panels or on fixtures, or each ten feet or fraction thereof of strip wiring.
- (f) "Fixture" means a fixed device attached to the wiring system having one or more lamp holders.
- (g) As used in this chapter, the terms "Employed By", "Employ", "In The Employ Of", "Directly Employed" or "Directly Employed By" mean that the person to whom these terms apply is on the payroll of, and under the direct supervision and direction of, a person, firm, corporation or other entity that engages in the installation, repair, alteration or addition to any electrical wiring within the city or that is required to obtain a license or registration under this chapter. Any other definition or interpretation of these terms is inapplicable under this chapter.

1313.03 SCOPE

(a) No person, firm or corporation or other entity, except as exempted in section 1313.04, shall engage in the installation, alteration, repair or addition to any electrical wiring within the city unless such person, firm, corporation or other entity has obtained a license to perform such work as required by this chapter. Any person, firm, corporation or other entity that supplies registered electricians or apprentice electricians to any other person, firm, corporation or other entity for purposes of engaging in the installation, alteration, repair or addition to any electrical wiring within the corporate limits of the city shall obtain a license as an electrical contractor as required by this chapter.

(b) It shall be unlawful for any person to undertake or to perform the work of any licensed electrical contractor, as defined by this chapter, or to represent or advertise himself or itself, either publicly or privately, as being ready, willing or able to contract or to undertake to perform such work within the corporate limits of the city, or to supply registered electricians or apprentice electricians to any other person, firm, corporation or other entity for purposes of installing, altering, repairing or adding to any electrical wiring within the city, without first having obtained an appropriate license or registration as required by this chapter.

(c) No electrical contractor shall permit or allow any person to engage in the installation, alteration, repair or addition to any electrical wiring within the corporate limits of the city pursuant to a permit granted to such electrical contractor unless such persons are licensed or registered electricians or apprentice electricians, as defined by this chapter, and are directly employed by the electrical contractor.

1313.04 LICENSE EXEMPTIONS

(a) No provision of this chapter shall be interpreted to require that a bona-fide owner and occupant of a single family dwelling be licensed who personally, or with casual assistance, performs work upon such premises occupied by the owner thereof as such owner's established residence. Such owner shall be issued a permit for such work providing he satisfactorily qualifies through an oral test given by the Building Department, relating to such work. All such work shall be done in conformity with the provisions of this chapter and no work shall be done unless all permits required by this chapter are obtained.

(b) This chapter shall not apply to the installation, alteration, repair or addition to any electrical wiring in manufacturing facilities within the city if such installation, alteration, repair or addition is done by employees directly employed by the manufacturing facility. Provided, however, that the National Electric Code shall apply to all original installations or additions to existing installations. Notwithstanding the foregoing, the city shall have the right to inspect any electrical installations covered by this subsection and to require appropriate modifications or alterations in such installations as may be necessary to preserve public safety and welfare.

(c) This chapter shall not apply to public utility companies operating under franchises or under the laws of the State of Ohio with respect to the installation, alteration, repair or addition to any electrical wiring used in the business of such utility company and is done by employees directly employed by the utility company. This exemption shall apply to all wires, cables, meters and accessories installed on a customer's premises and owned by the utility company. Provided, however, that the National Electric Code shall apply to all original installations or additions to existing installations, notwithstanding the foregoing, the city shall have the right to inspect any

electrical installations covered by this subsection and to require appropriate alterations or modifications in such installations as may be necessary to preserve public safety and welfare.

1313.05 QUALIFICATIONS FOR LICENSE

The applicant for an electrical contractor's or journeyman electrician's license shall be at least twenty-one years of age and a citizen of the United States. He shall meet at least one of the following tests of experience and/or education and education and experience shall be verified by presentation to the Electrical Board of appropriate diplomas and tax information.

- (a) Ten thousand hours of practical experience in the electrical trade;
- (b) Two years of electrical technical training in a school accredited by either the State of Ohio or the United States Department of Labor, Bureau of Apprenticeship and Training, plus six thousand hours of practical experience in the electrical trade;
- (c) A degree from an accredited college or university as an electrical engineer plus four thousand hour of practical experience.

1313.06 APPLICATION FOR ELECTRICAL CONTRACTOR'S LICENSE, FEES, O.C.I.E.B. CERTIFICATION

(a) An application for an electrical contractor's license shall be made in writing in the name of the person, firm or corporation applying therefore, on forms prescribed and provided by the Building Department, and shall contain such information as is required by the rules and regulations of such Department. If such application is made by an individual, it shall be signed by such individual; if made by a partnership, it shall be signed by one of the partners; and if made by a corporation, it shall be signed by one of the officers of such corporation.

(b) REQUIREMENTS FOR ELECTRICAL CONTRACTOR'S LICENSE UNDER O.C.I.E.B. CERTIFICATION.

Qualifications. All individuals seeking an electrical contractor's license shall comply with the following:

- (1) All applicants must present a valid and unexpired Qualification Certificate issued by the Ohio Construction Industry Examining Board.
- (2) All applicants shall comply with all requirements imposed by Ohio Revised Code Sections 4740.01 to 4740.13.
- (3) The applicant shall be of good moral character. In considering the moral character of an applicant, the authority reviewing the registration may consider a record of dishonest practices or malpractice's in the conduct of a business, trade, or profession, and that it is in the public interest that the applicant not be licensed. When an applicant is a firm or corporation, each responsible member of such firm or corporation shall be determined to be of good moral character.

(c) Such application shall be accompanied by a surety bond, to be held on file by the City, in the sum of no less than ten-thousand dollars (\$10,000), which bond shall be approved by the Building Department and the Law Director of the City and shall be conditioned upon the applicant saving and keeping the City harmless from any and all losses and damages that may arise from the negligent or reckless conduct of the applicant and his employees and/or agents; Such bond shall also provide that the applicant, and his agents and employees, shall conform to

and comply with all statutes, laws, ordinances, rules and regulations which have been or may hereafter be enacted or adopted regarding any electrical work or the installation of any electrical wiring within the City. The applicant shall present such bond to the City prior to receiving the actual electrical contractors license.

(d) Such applicant shall, at the time he files the application set forth above, pay a fee of one hundred dollars (\$100.00) to the City for the examination set forth in Section 1313.10.

(e) Before an electrical contractor is issued a license he must provide copies of documents proving that such electrical contractor is paying Worker's Compensation premiums.

(f) No person, firm, corporation or other entity shall perform any electrical wiring within the City as an electrical contractor without complying with this Chapter.

1313.07 APPLICATION FOR JOURNEYMAN ELECTRICIAN'S LICENSE; FEES

(a) An application for a registered electrician's license shall be made in writing in the name of the person applying therefor on forms prescribed and provided by the Building Department, and shall contain such information as shall be required by the rules and regulations of such Department. Such applicant shall at the time he files the application set forth above, pay for the examination set forth in Section 1313.10.

(b) Any journeyman electrician holding a current license issued in any of the reciprocal licensing areas accepted by Massillon shall receive registered electrician's license upon completion of an application therefor and upon payment of the proper license fee, without examination as required in Section 1313.10

(c) Failure to obtain a current reciprocal license from the City prior to working therein is automatic grounds for a two hundred percent (200%) penalty in addition to the license fee as required by Section 1313.10.

(d) A fee of thirty dollars (\$30.00) shall be paid by an applicant for a journeyman electrician's license before the applicant can take the required examination.

(e) An applicant for a journeyman electrician's license may not work for a contractor until he successfully sits for and passes the examination and is issued a license.

(f) An applicant may be denied permission to sit for the examination for one year if he has been found working in the City prior to testing.

(g) No person shall engage in the work of a journeyman electrician without first obtaining a license from the City pursuant to this Chapter.

(h) The applicant shall be of good moral character. In considering the moral character of an applicant, the authority reviewing the registration may consider a record dishonest practices or malpractice's in the conduct of a business, trade, or profession, and that it is in the public interest that the applicant not be licensed.

1313.08 APPLICATION FOR REGISTERED APPRENTICE LICENSE; FEES

(a) An application for a registered apprentice license shall be made in writing in the name of the person applying therefor on forms prescribed and provided by the Building Department, and shall contain such information as shall be required by the rules and regulations of such Department. Such applicant shall at the time he files the application set forth above, pay an application fee of \$5.00. Electrical apprentice registrations shall be renewed annually upon the payment of \$5.00 on or before December 31, of each year.

(b) Submit with the application for registration written proof and documentation that the applicant presently is engaged in learning the electrical trade by being indentured in a training program registered and approved by United States Department of Labor, Bureau of Apprenticeship and Training. An applicant may not establish his/her participation in such approved training program by submitting documentation that the applicant has been issued an apprentice registration and/or license by another political subdivision within the State of Ohio or elsewhere.

(c) No person shall engage in the work of a registered apprentice without first obtaining a license from the City pursuant to this Chapter.

1313.09 POWERS AND DUTIES OF BOARD OF ELECTRICAL EXAMINERS

(a) Board of Electrical Examiners. There is hereby created a Board of Electrical Examiners which shall be appointed by the Mayor. The Board shall consist of five residents of the City as follows:

- (1) Three shall be either an electrical contractor or a registered electrician who are licensed as such by the City.
- (2) One shall be an employee and/or representative of the local light and power company. Such company shall have the right to suggest to the Mayor the individual whom they wish to be their representative on such Board.
- (3) One shall be a disinterested citizen.

The Board members shall serve for a period of five years, except that those first appointed shall serve as follow: one to serve for five years; one to serve for four years; one to serve for three years; one to serve for two years; and one to serve for one year. Thereafter one shall be appointed each year so that the terms will be overlapping.

(b) Secretary of Board of Electrical Examiners. The Electrical Inspector shall be an ex officio member of the Board of Electrical Examiners and shall serve as secretary of such Board. He shall attend all meetings of such Board and shall keep the minutes and records of these meeting as required, but he shall not have a vote in any matters considered by the Board.

(c) Organization of the Board of Electrical Examiners. The Board of Electrical Examiners shall meet, organize and select a chairman within thirty days after January 1 of each year. Thereafter, they shall meet at such intervals as may be necessary for the proper performance of their duties, or upon call of the secretary.

A majority of the members shall constitute a quorum for the transaction of business. A majority of all members is required to approve or disapprove the competency of an applicant.

(d) The Board of Electrical Examiners is authorized and it shall be the duty of the Board to examine all qualified applicants for electrical contractor's and registered journeymen electrician's licenses

upon matters relating to the knowledge, ability and qualifications of the applicant to engage in such work or trade in the City.

(e) The Board of Electrical Examiners shall approve the application for a license where the person signing the application for a license application satisfactorily passes the examination set forth in Section 1313.10 and the Building Inspector shall thereupon issue to such applicant a license to engage in the business of an electrical contractor or registered journeymen electrician, as the case may be in the City, for the calendar year in which such application was made.

(f) The Board of Electrical Examiners shall hear complaints arising against any person, firm or corporation licensed by the City in the electrical business or trade, and shall have the power, after hearing, to suspend or revoke such license for the following reasons:

- (1) Violation of the provisions of this chapter or of the Building Code;
- (2) Misrepresentation of the material facts in obtaining such license or renewal thereof;
- (3) Failure to secure the permits, inspections and approvals required by this chapter or the Building Code;
- (4) Use of such license to obtain a permit for another person, firm or corporation;
- (5) For failure or refusal to correct promptly an installation or part thereof made in an incompetent or improper manner after notice thereof by the duly appointed Inspector of the Building Department.

The notice of the hearing before the Board of Electrical Examiners stating the grounds for the complaint, must be given the licensee in writing by registered mail at least ten days before the date of the hearing.

(g) The Board of Electrical Examiners shall have the power to adopt the necessary rules and regulations for conducting matters and examination and shall have such additional powers as may be provided elsewhere in this chapter.

(h) The Board of Electrical Examiners shall have full and complete authority to determine whether any person, firm, corporation or other entity is functioning as an electrical contractor, a registered electrician or an apprentice electrician within the corporate limits of the city. The board on its own initiative, or through a complaint or other information filed with it by any person, may determine whether any person, firm, corporation or other entity is performing or functioning as an electrical contractor, registered electrician or apprentice electrician within the corporate limits of the city and whether they are subject to the licensing, testing and registration requirements of this chapter. In making such determinations, the board shall function as an adjudicatory body and shall hold the necessary hearings in order to make appropriate determinations as required by this chapter. The Board, through the City of Massillon, shall have the authority to subpoena and/or compel the attendance of witnesses at such hearings and shall adopt rules and regulations to ensure that the person, firm, corporation or other entity which is the subject of the hearing is appropriately notified of such hearing and the issue to be considered, is extended an opportunity to attend and participate in the hearing and is extended an opportunity to present to the Board any evidence, testimony, exhibits or other arguments such person deems necessary. The Board shall issue its decision in writing on the question before it and such

decision shall be appealable in accordance with applicable law. During the pendency of any proceedings before the Board under this chapter, the Board may seek appropriate injunctive relief to insure compliance with the provisions of this chapter or to maintain the status quo until such time as the board issues its final decision on the matters before it.

(i) All applications for licenses and all question papers, answer papers and other data forming the basis of a Board of Electrical Examiners' approval, refusal, suspension or revocation of a license shall be kept on file in the Building Department, for at least five years after receipt thereof in the Department.

1313.10 EXAMINATION FOR LICENSE

(a) Before the license shall be issued to any applicant, the person signing the application for such license shall take and satisfactorily pass an examination to be prescribed and conducted by the Board of Electrical Examiners upon the following subjects:

- (1) The edition of the National Electrical Code as adopted by Section 1313.01;
- (2) The Electrical Code of the State of Ohio;
- (3) The Electrical Code of the City of Massillon.

(b) The questions submitted in each examination shall be written or printed, and the answers thereto shall be written on a separate paper. A grade of less than seventy percent (70%) shall not be considered satisfactory.

(c) The Board of Electrical Examiners shall conduct the examinations required by this chapter at least every three (3) months, provided there is at least one applicant for any such examination. The board may conduct examinations more frequently if the board concludes that there is an insufficient number of electrical contractors, registered journeymen electricians or apprentice electricians licensed by the city who are willing and able to engage in the installation, repair, alteration or addition to electrical wiring within the corporate limits of the city. The board shall not be required to conduct any examinations for the sole purpose of accommodating any licensed electrical contractor, or the owner or developer of a project, unless the board finds that there is an insufficient number of electrical contractors, registered electricians or apprentice electricians licensed by the city and that such electrical contractor or owner or developer will suffer clear, significant, severe and irreparable harm if the board does not schedule and conduct such examinations.

1313.11 LICENSE FEES

Before an electrical contractor's license is issued, the person, firm or corporation applying for such license shall pay a fee therefor at the rate of one hundred fifty dollars (\$150.00) and the application for a registered journeyman electrician's license shall pay a fee therefor at the rate of ten dollars (\$10.00) per year. Such rates are based on the calendar year.

1313.12 LICENSE RENEWAL

(a) An electrical contractor's license can be renewed from year to year by filing an application therefor in writing and paying an annual fee of one hundred fifty dollars (\$150.00) and furnishing a new bond conditioned and subject to the approval as provided in Section 1313.06. A registered journeyman electrician's license can be renewed from year to year by filing an application therefor in writing and paying an annual fee of ten dollars (\$10.00). The license shall be granted

upon payment of the full annual fee without examination. The failure of any electrical contractor or registered electrician to pay such annual fee within a period of sixty days from the date of expiration of the former license shall automatically constitute a revocation of the license and the electrical contractor and registered electrician shall be required to take and pass an examination as required for the initial granting of such license. All licenses and renewals of same shall expire on December 31 of each year.

(b) Before the renewal of an electrical contractor's license is issued, the contractor must provide copies of documents proving that he is paying Worker's Compensation premiums.

1313.13 REVOCATION OF LICENSE

(a) Any license or registration issued under this chapter may be revoked or canceled by the Board of Electrical Examiners for any of the reasons appearing in section 1313.09 or for any other violation of this chapter. A record shall be kept by the building inspector showing the date, name of licensee, location of the city and the owner or person in control of the property where any work is performed contrary to this chapter. Written notice shall be immediately issued to the licensee that cause the work to be done and such licensee shall, immediately upon receipt of such written notice, cause such work to conform to the provisions of this chapter. If the licensee claims that the work and material referenced in the notice are in accordance with the provisions of this chapter, such licensee shall, within twenty-four hours after such notice is received by him, notify the Board of Electrical Examiners of his position, in writing. The board shall cause an immediate reinspection to be made by the building inspector and if the licensee is not satisfied with the report of the building inspector after such reinspection, the board shall conduct a hearing within forty-eight hours and give the licensee an opportunity to present his position to the board. The board shall make its decision within twenty-four hours of the conclusion of the hearing and the board's decision shall be final. When a license had been revoked or canceled the Board of Electrical Examiners, the person, firm, corporation or other entity who has had such licensed revoked or canceled may, after a period of one year, apply for the issuance of another license subject to all of the provisions of this chapter. Reapplication for a license pursuant to this paragraph is not to be construed as a guarantee that such license will issued. The issuance of a new license may be conditional and on such terms as the Board of Electrical Examiners deems appropriate.

(b) Before the renewal of an electrical contractor's license is issued, the contractor must provide copies of documents proving that he is paying Workers Compensation premiums.

1313.14 LICENSE NOT TRANSFERABLE

(a) No person, corporation, firm or other entity shall engage in the installation, repair, alteration or addition to any electrical wiring within the corporate limits of the city without obtaining an appropriate license as provided by this chapter. The holder of such license shall register with the city as the authorized representative of the person, firm, corporation or other entity and shall represent such person, firm, corporation or other entity in all matters pertaining to this chapter. Such electrical contractor's license shall not be transferable and the holder of an electrical contractor's license may not represent and may not apply for permits for more than one person, firm, corporation or other entity on any project. The prohibitions and

obligations in this section shall apply to any person, firm, corporation or other entity that supplies registered electricians or apprentice electricians to any electrical contractor licensed by the city.

(b) No license issued under the authority of this chapter shall be transferable; and if the person who passes the examination for an electrical contractor's license ceases to be a member of the firm or corporation to which the license is granted or ceases to be an officer of the firm or corporation to which the license is granted, then such electrical contractor's license shall be revoked. Should any electrical contractor's license be revoked for the above cause then such licensee shall be entitled to a refund of a pro rata amount of the license fee for the remainder of the calendar year. Nothing herein contained shall be construed to mean that there shall be any refund of any license fee or any part thereof when the license is revoked for any cause other than that specifically set forth in this section.

(c) Upon the death of an individual holding an electrical contractor's license or upon the death of the partner or officer in whose name a firm or corporation holds an electrical contractor's license, any person who has an interest in such individual's business or who is a partner or officer of such firm or corporation may temporarily continue to operate on the deceased's license if he complies with the following provisions:

- (1) Such person holds a valid registered electrician's license of the City.
- (2) Such person files an application for an electrical contractor's license as outlined in Section 1313.06 within thirty days after the death of the former license holder.
- (3) Such person passes the examination for an electrical contractor's license as provided for in Section 1313.10 within six months after the death of the former license holder. Failure to comply with any and all of the foregoing provisions shall cause the temporary use of the electrical contractor's license to be canceled and such license revoked. Such person shall not be required to pay any additional license fee during the calendar year in which the death of the former license holder occurred or during the calendar year in which the former license holder's license was renewed as provided for in Section 1313.12.

(d) The person, partnership, corporation or unincorporated association employing the holder of an electrical contractor's license and the individual holding the electrical contractor's license shall be jointly and severally liable for all violations under this chapter.

(e) No holder of any electrical contractor's license, issued in accordance with this chapter, shall allow his or her name to be used by any other person, firm, corporation or other entity for purposes of engaging in the installation, repair, alteration or addition to any electrical wiring within the city or for obtaining a permit to do the same. No electrical contractor shall permit or allow any person to engage in the installation, alteration, repair or addition to any electrical wiring within the city under any permit granted to the electrical contractor unless such person is in the direct employ of the electrical contractor or unless such person is in the direct employ of another person, firm, entity or other corporation licensed as an electrical contractor by the city and which supplies registered electricians or apprentice electricians to other electrical contractors licensed by the city.

(f) No holder of any electrical contractor's license issued pursuant to this chapter shall utilize leased or rented employees, or engage independent contractors, to engage in the

installation, alteration, repair or addition to any electrical wiring within the city unless such leased or rented employees, or unless such independent contractors, are licensed and registered as electricians or apprentice electricians under this chapter. Provided, further, that the person, firm, corporation or other entity leasing or renting such employees, or providing independent contractors to, such electrical contractor, shall be jointly and severally liable with such licensed electrical contractor for all violations of this chapter and for any personal injuries or property damage for which the electrical contractor is, or may become liable for, as a result of the work, activity or actions of such leased or rented employees, or independent contractors.

1313.15 PERMITS

No electrical wiring shall be installed, altered or repaired in the City without first obtaining a permit to do so from the Building Department. Electrical permits shall be issued only to the holder of an electrical contractor's license, or the bona-fide owner of a single family residence, as permitted in Section 1313.04(a). Applications for such permit shall be made in writing on forms prescribed and provided by the Building Department. Such application shall state the name of the person, firm or corporation which is to do the electrical work, the names and addresses of the owner or owners of the building or property in which the work is to be done and when such work is to likely to be commenced. When requested by the Building Department, the applicant for a permit shall furnish to the same, a plan and a plan and specification completely describing the work to be installed before a permit is issued. Such plan and specifications shall remain on file in the Building Department.

1313.16 PERMIT FEES

(a) Schedule. Applications for an electrical permit shall be accompanied by a permit fee and no electrical permit shall be issued until such fee is paid. The amount of the fee shall be determined as follows:

A flat fee will be charged for each permit issued as follows:

Residential construction up to and including a three family dwelling:

Flat fee	\$10.00
plus the below listed table if applicable	

Commercial construction:

Flat fee	\$20.00
plus the below listed table if applicable:	

- | | |
|---|------------|
| (1) Outlets, switches, and/or fixtures up to and including first 5, | \$5.00 |
| (2) Outlets, switches and/or fixtures over 5 but less than 100, | \$10.00 |
| (3) Outlets, switches, and/or fixtures over 100 | \$15.00 |
| (4) Motors, generators, and transformers | \$3.00 ea. |
| (5) Furnace, boiler, etc. | \$3.00 ea. |
| (6) Air conditioner (p/unit), range, dryer, water heater, etc. | \$5.00 ea. |
| (7) Meters (p/unit) | \$5.00 ea. |
| (8) Temporary service (90 days only) | \$10.00 |

- | | |
|---|-------------|
| (9) Service change (move or repair) | \$10.00 |
| (10) Swimming pools | \$10.00 |
| (11) Electrical signs (permanent, portable, or temporary) | \$10.00 |
| (12) Phone booths, wells (oil and/or gas) | \$10.00 |
| (13) Electrical baseboard heat: | |
| A. Each heating unit 0-22 kw | \$5.00 |
| B. Each heating unit 2.1-5 kw | \$8.00 |
| C. Each heating unit 5.1-10 kw | \$10.00 |
| D. Each heating unit 10.1-20 kw | \$12.00 |
| E. Each heating unit 20.1 kw and up | \$14.00 |
| (14) 0-100 amp feeders or busways: | |
| A. 0-100 amp feeders or busways | \$5.00 ea. |
| B. 101-200 amp feeders or busways | \$6.00 ea. |
| C. 201-400 amp feeders or busways | \$8.00 ea. |
| D. 401-600 amp feeders or busways | \$10.00 ea. |
| E. 601-800 amp feeders or busways | \$12.00 ea. |
| F. 801-1000 amp feeders or busways | \$15.00 ea. |
| G. 1001-1600 amp feeders or busways | \$20.00 ea. |
| H. 1601-2000 amp feeders or busways | \$25.00 ea. |
| (15) Special inspections | \$30.00 |
| (16) Reinspection made necessary by incomplete, incompetent, or negligent work - per inspection | \$15.00 |
- (b) Penalty.
- (1) Any permit not applied for in writing before work is in progress shall be subject to a one hundred percent (100%) penalty in addition to the regular fee for all work done and to be done under such permit. The penalty shall be in addition to that provided in Section 1313.99. If the penalty and regular fee are not paid within five days of the request, the contractor's license shall be immediately suspended until such time that the penalty and regular fee are paid.
 - (2) If electrical work has not commenced within, or if work has been suspended for a period of ninety days, the permit shall be revoked immediately.

1313.17 ROUGH AND/OR SERVICE INSPECTION

(a) The holder of an electrical installation permit shall notify the Building Department as soon as the electrical wiring that is to be lathed over or concealed within a building has been completed; and it shall make inspection of the same within forty-eight hours, excluding Sundays and legal holidays, from such notification. If the installation passes inspection, the Inspector shall stamp on the building permit the fact that he has passed the work. If the installation shall not pass inspection, the Inspector shall notify the permit holder of any violation and such permit holder shall correct such violations within ten days from the date of the written notice.

(b) The holder of an electrical installation permit shall notify the Building Department when the permanent service has been completed, and it shall make inspection of the completed

job within forty-eight hours, excluding Sundays and legal holidays, from such notification. If the completed installation passes inspection, the Inspector shall notify the local electric light and power company of the completion and approval of the job and authorize the connection to the installation; and no connections shall be made without such authorization. If the completed installation shall not pass inspection, the Inspector shall notify the permit holder of any violations, and such permit holder shall correct such violations within ten days from the date of written notice. Permanent service inspection may be done in conjunction with rough inspection but not prior to rough inspection. If not in conjunction with rough inspection it shall constitute an addition or special inspection.

1313.18 FINAL INSPECTION

The holder of an electrical installation permit shall notify the Building Department when the entire installation of wiring and equipment has been completed, and it shall make inspection of the completed job within forty-eight hours, excluding Sundays and legal holidays, from such notification. If the installation passes inspection, the Inspector shall stamp on the building permit the fact that he has passed the work. If the installation shall not pass inspection, the Inspector shall notify the permit holder of any violation and such permit holder shall correct such violations within ten days from the date of the written notice.

1313.19 DUTIES OF INSPECTOR

It shall be the duty and the responsibility of the electrical inspector, and his duly appointed assistants, to monitor compliance with and to enforce all of the provisions of this chapter. If the electrical inspector, or any of his duly appointed assistants, believes or has probable cause to believe, that any person, firm, corporation or other entity is engaging in the installation, repair, alteration or addition to any electrical wiring within the city, without first complying with the licensing or registration requirements found in this chapter, the inspector shall immediately file a complaint or a notice of probable violation with the Board of Electrical Examiners setting forth the basis for his belief that the licensing and registration provisions of this chapter are being violated. The board shall conduct appropriate proceedings under section 1313.09 (h) of this chapter and shall take whatever action it deems appropriate under this chapter.

1313.20 RESPONSIBILITY OF INSPECTOR

(a) Any unapproved or defective electrical wiring or equipment ordered by the Electric Inspector to be repaired or replaced must be corrected within ten days, or any other period specified from the date of written notice. The Electrical Inspector is hereby authorized to order electrical service discontinued from any unapproved or defective wiring system which has not been corrected after written notice thereof has been given and same has not been complied with. The Electrical Inspector is hereby authorized to disconnect, without notice, any electrical wiring or equipment deemed to be a hazard to person and property.

(b) The Building Department or the local light and power company shall not be held liable for any damage or loss that might be caused by any disconnection or discontinuation of electrical service as provided for under this section.

1313.21 RECORDS OF PERMITS AND INSPECTIONS

The Building Department shall keep complete records of all permits issued and inspections made and other official work performed under the provisions of this chapter. Such records shall be kept for a period of at least five years.

1313.22 RIGHT OF ENTRY

(a) The Building Inspector or his assistants shall have the right of entry at reasonable times and reasonable hours into all structures, buildings and dwellings in the City wherein there is reasonable ground to believe that there is a violation of the standards or provisions of this chapter.

(b) Where the person lawfully in occupancy of such premises withholds his assent hereto, such right of entry and inspection can be exercised only under authority of a search warrant issued by a court of competent jurisdiction as provided by law. No warrant shall be issued except upon a sworn complaint, in ordinary and concise language, based upon knowledge and belief which satisfies the court that there is reasonable ground to believe that a violation exists.

1313.23 CONSTRUCTION REQUIREMENTS

No certificate of inspection shall be issued unless the electrical wiring and equipment are installed in strict conformity with the provisions of this chapter, the statutes of the State, the rules and regulations issued by the Industrial Commission of Ohio under authority of the State statutes, and unless they are in conformity with the rules and regulations laid down in the latest edition of the National Electrical Code as approved by the American Standards Association together with all the amendments, supplements and official interpretations of such Code. Compliance with the foregoing shall be prima-facie evidence of conformity with such approved standards.

313.99 PENALTY

(a) Whoever violates any provision of current Electrical Code, recognition of this chapter, or fails to comply with any requirements of the Building Department shall be guilty of a misdemeanor of the first degree.

(b) Each day on which a violation occurs or continues shall be deemed a separate offense.

DATE: APRIL 2, 2001

CLERK: SHARON HOWELL

CITY OF MASSILLON, OHIO

COUNCIL CHAMBERS

passed
LEGISLATIVE DEPARTMENT

RESOLUTION NO. 9 - 2001

BY: COMMUNITY DEVELOPMENT AND ANNEXATION COMMITTEE

TITLE: A RESOLUTION endorsing the proposed annexation of approximately 38.2692 acres of land in Tuscarawas Township, owned by the City of Massillon, Ohio, and urging the Board of Stark County Commissioners to approve said annexation.

WHEREAS, the City of Massillon, Ohio, owns approximately 38.2692 acres in Tuscarawas Township and Council of the City of Massillon, Ohio, desires that said municipally owned property be located within the city limits, and

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MASSILLON, STATE OF OHIO, THAT:

Section 1:

Massillon City Council hereby endorses and urges the Board of Stark County Commissioners to approve the proposed annexation of approximately 38.2692 acres of City owned land in Tuscarawas Township, referred to as the "Sippo Valley Trail Section B Annexation".

Section 2:

The Mayor and Director of Public Service and Safety are authorized to sign a petition requesting annexation of said city owned land to the City.

Section 3:

This Resolution shall be immediately effective.

PASSED IN COUNCIL THIS _____ DAY OF _____, 2000

APPROVED: _____

MARYANN COYNE, ACTING
CLERK OF COUNCIL

DENNIS D. HARWIG, PRESIDENT

ATTEST: _____

FRANCIS H. CICCHINELLI, JR., MAYOR

**PETITION
BY CITIZENS FOR THE SIPPO VALLEY TRAIL, SECTION B
ANNEXATION TO THE CITY OF MASSILLON, OHIO**

TO THE COMMISSIONERS OF STARK COUNTY, STATE OF OHIO:

We, the undersigned, being a majority of the adult owners of real estate in the territory hereinafter described, hereby petition for the annexation of the following described territory to the City of Massillon, Massillon Township, Stark County, Ohio.

Situated in the township of Tuscarawas, County of Stark, and State of Ohio, and known as and being part of Sections 4,5,6,7, and 8, Township 12, (Tuscarawas), Range 10, and more fully bounded and described as follows:

Beginning at the Northeast corner of the Southeast Quarter of Section 4, Tuscarawas Township; said point also being on the centerline of Manchester Ave. (State Route 93) and being the true place of beginning;

Thence S 02°47'00" W, along said centerline and section line, a distance of 66.00 feet to a point; said point also being the Northeast corner of a tract of land currently or formerly owned by William and Nancy Rohr;

Thence along said Rohr tract, on a bearing of N89°25'00" W a distance of 2691.93 feet to a point, said point being on the west line of said Quarter Section and the centerline of Ben Fulton Ave.;

Thence along the North line of a tract of land currently or formerly owned by Mark and Rebecca Princehorn, on a bearing of N 89°25'00" W a distance of 2673.00 feet to a point, said point lying on the West line of Section 4, Tuscarawas Township;

Thence continuing along the North line of a tract of land currently or formerly owned by William and Vicki Rohr on a bearing of N 89°25'00" W a distance of 1329.79 feet to a point;

Thence along a curve to the left through a central angle of 42°17'16" an arc distance of 2794.91 feet a chord bearing of S 69°28'38" W a chord distance of 2731.90 feet to a point, said point lying on the west line of a tract of land currently or formerly owned by Brian and Julie Burrow;

Thence along said Burrow property the following courses:

S 48°20'00" W a distance of 115.83 feet to a point;

S 41°40'00" E a distance of 17.00 feet to a point;

Along a curve to the left through a central angle of $11^{\circ}00'57''$ an arc distance of 1098.69 feet a chord bearing of $S\ 42^{\circ}03'04''\ W$ a chord distance of 1097.00 feet to a point,

Thence $S\ 37^{\circ}08'43''\ W$, along the west line of a tract of land currently or formerly owned by Lester and Cynthia King, and passing over the South line of Section 5, a distance of 1066.89 feet to a point; said point lying on the west line of the Northwest Quarter Section 8 and the East line of Section 7, Tuscarawas Township;

Thence along the westerly line of a tract of land currently or formerly owned by Albert J. Ruegg the following courses:

$S\ 35^{\circ}49'37''\ W$ a distance of 1085.21 feet to a point;

Along a curve to the right through a central angle of $22^{\circ}01'29''$ an arc distance of 1120.51 feet a chord bearing of $S\ 48^{\circ}28'26''\ W$ a chord distance of 1113.62 feet to a point;

Along a curve to the left through a central angle of $34^{\circ}45'25''$ an arc distance of 374.45 feet a chord bearing of $S\ 22^{\circ}23'19''\ W$ a chord distance of 368.74 feet to a point;

Along a curve to the left through a central angle of $87^{\circ}06'41''$ an arc distance of 762.73 feet a chord bearing of $S\ 38^{\circ}32'44''\ E$ a chord distance of 691.36 feet to a point on the South line of the North half of Section 7;

Thence along said section line, on a bearing of $S\ 89^{\circ}25'00''\ E$ a distance of 1037.64 feet to a point on the East line of section 7, said point also being the Southwest corner of the Northwest Quarter Section 8;

Thence continuing along the South line of said section on a bearing of $S\ 89^{\circ}25'00''\ E$ a distance of 1787.89 feet to a point, said point lying on the South line of a tract of land currently or formerly owned by Albert J. Ruegg;

Thence along the West line of a tract of land currently or formerly owned by Kim and Carrie Kreiger the following courses:

A curve to the right through a central angle of $88^{\circ}09'31''$ an arc distance of 913.48 feet a chord bearing of $S\ 42^{\circ}24'50''\ E$ a chord distance of 826.00 feet to a point ;

$S\ 02^{\circ}47'00''\ W$ a distance of 108.10 feet to a point;

Thence along a curve to the left through a central angle of $60^{\circ}55'41''$ an arc distance of 588.79 feet a chord bearing of $S\ 28^{\circ}47'55''\ E$ a chord distance of 561.43 feet to a point; said point lying on the East line of the Southwest Quarter Section 8, said East line also being the centerline of Alabama Avenue;

Thence along said centerline on a bearing of $S\ 02^{\circ}01'46''\ W$ a distance of 45.90 feet to a point; said point being in the right of way of Lincoln Street (State Route 172);

Thence $N\ 57^{\circ}18'37''\ W$ a distance of 10.77 feet to a point;

Thence along the east line of a parcel of land currently or formerly owned by Wain and Norma Neuenschwander the following courses:

A curve to the right through a central angle of $62^{\circ}01'00''$ an arc distance of 642.60 feet a chord bearing of $N\ 29^{\circ}28'12''\ W$ a chord distance of 613.28 feet to a point;

$N\ 02^{\circ}47'00''\ E$ a distance of 108.10 feet to a point;

A curve to the left through a central angle of $88^{\circ}24'10''$ an arc distance of 854.29 feet a chord bearing of $N\ 42^{\circ}32'10''\ W$ a chord distance of 772.04 feet to a point;

Thence $N\ 89^{\circ}25'00''\ W$ a distance of 1785.67 feet to a point, said point lying on the West line of the Southwest Quarter Section 8 and also being the Northeast corner of a tract of land currently or formerly owned by Walter and Alice Harrold;

Thence continuing along said Harrold tract, on a bearing of $N\ 89^{\circ}25'00''\ W$ a distance of 1040.42 feet to a point;

Thence along a curve to the right through a central angle of $87^{\circ}00'30''$ an arc distance of 823.88 feet a chord bearing of $N\ 38^{\circ}33'47''\ W$ a chord distance of 746.73 feet to a point;

Thence along a tract of land currently or formerly owned by Timothy Blosser the following courses:

A curve to the right through a central angle of $26^{\circ}54'32''$ an arc distance of 308.69 feet a chord bearing of $N\ 18^{\circ}27'53''\ E$ a chord distance of 305.86 feet to a point;

A curve to the left through a central angle of $00^{\circ}56'37''$ an arc distance of 48.01 feet a chord bearing of $S\ 61^{\circ}50'37''\ W$ a chord distance of 48.01 feet to a point;

$N\ 00^{\circ}05'21''\ E$ a distance of 19.20 feet to a point;

A curve to the right through a central angle of $08^{\circ}38'11''$ an arc distance of 436.81 feet a chord bearing of $S\ 66^{\circ}27'27''\ W$ a chord distance of 436.40 feet to a point;

$S\ 69^{\circ}27'07''\ W$ a distance of 88.41 feet to a point; said point lying on the west line of Section 7 and also being the centerline of Deerfield Avenue, and the Stark/Wayne County line;

Thence along said centerline $N\ 00^{\circ}44'17''\ E$ a distance of 70.56 feet to a point, said point being the Southwest corner of a tract of land currently or formerly owned by Ira and Evelyn Forrer;

Thence along said Forrer tract and a tract currently or formerly owned by Seth and Darla Everhart the following courses:

$N\ 69^{\circ}27'07''\ E$ a distance of 63.58 feet to a point;

A curve to the left through a central angle of $47^{\circ}40'00''$ an arc distance of 2356.00 feet a chord bearing of $N\ 46^{\circ}57'00''\ E$ a chord distance of 2288.64 feet to a point;

Thence along the east line of two tracts of land currently or formerly owned by Canton Baptist Temple the following courses:

$N\ 23^{\circ}07'00''\ E$ a distance of 160.77 feet to a point;

A curve to the right through a central angle of $12^{\circ}27'35''$ an arc distance of 630.19 feet a chord bearing of $N\ 29^{\circ}20'47''\ E$ a chord distance of 628.95 feet to a point (passing over the North line of Section 7); said point lying on the East line of Section 6;

Thence along said Section line $N\ 03^{\circ}12'55''\ E$ a distance of 31.54 feet to a point;

Thence along a tract of land currently or formerly owned by Elwood and Wilda Horst the following courses:

A curve to the right through a central angle of $12^{\circ}14'31''$ an arc distance of 622.81 feet a chord bearing of $N\ 42^{\circ}12'45''\ E$ a chord distance of 621.62 feet to a point;

$N\ 48^{\circ}20'00''\ E$ a distance of 458.00 feet to a point;

$S\ 41^{\circ}40'00''\ E$ a distance of 17.00 feet to a point;

$N\ 48^{\circ}20'00''\ E$ a distance of 817.50 feet to a point;

A curve to the right through a central angle of $22^{\circ}16'41''$ an arc distance of 1498.08 feet a chord bearing of $N 59^{\circ}28'20'' E$ a chord distance of 1488.66 feet to a point, said point lying on the East line of the Southwest Quarter Section 5, and also being the centerline of Alabama Avenue;

Thence along said centerline $N 02^{\circ}46'00'' E$ a distance of 231.78 feet to a point, said point being the Northwest corner of the Southeast Quarter of Section 5 and the south line of a tract of land currently or formerly owned by Mutchler Farms Ltd.;

Thence along the North line of said Southeast Quarter Section, on a bearing of $S 89^{\circ}25'00'' E$ a distance of 1312.66 feet to a point;

Thence along said Quarter Section line, on a bearing of $S 89^{\circ}25'00'' E$ a distance of 1332.28 feet to a point, said point lying on the East line of Section 5, and the North line of the Southwest Quarter Section 4;

Thence along said Quarter Section Line on a bearing of $S 89^{\circ}25'00'' E$ a distance of 2673.00 feet to a point on the centerline of Ben Fulton Avenue, said point also being the Northwest corner of the Southeast Quarter Section 4;

Thence along the North line of said Quarter Section on a bearing of $S 89^{\circ}25'00'' E$ a distance of 2691.93 to a point; said point being the Northeast corner of the Southeast Quarter Section 4 and being the true place of beginning.

This description contains former railroad property deeded to the City of Massillon from the Wheeling and Lake Erie Railroad by Imaging Record Number 1995055122 of the Stark County Records.

The parcel herein described contains 38.2692 calculated acres, more or less, of which:

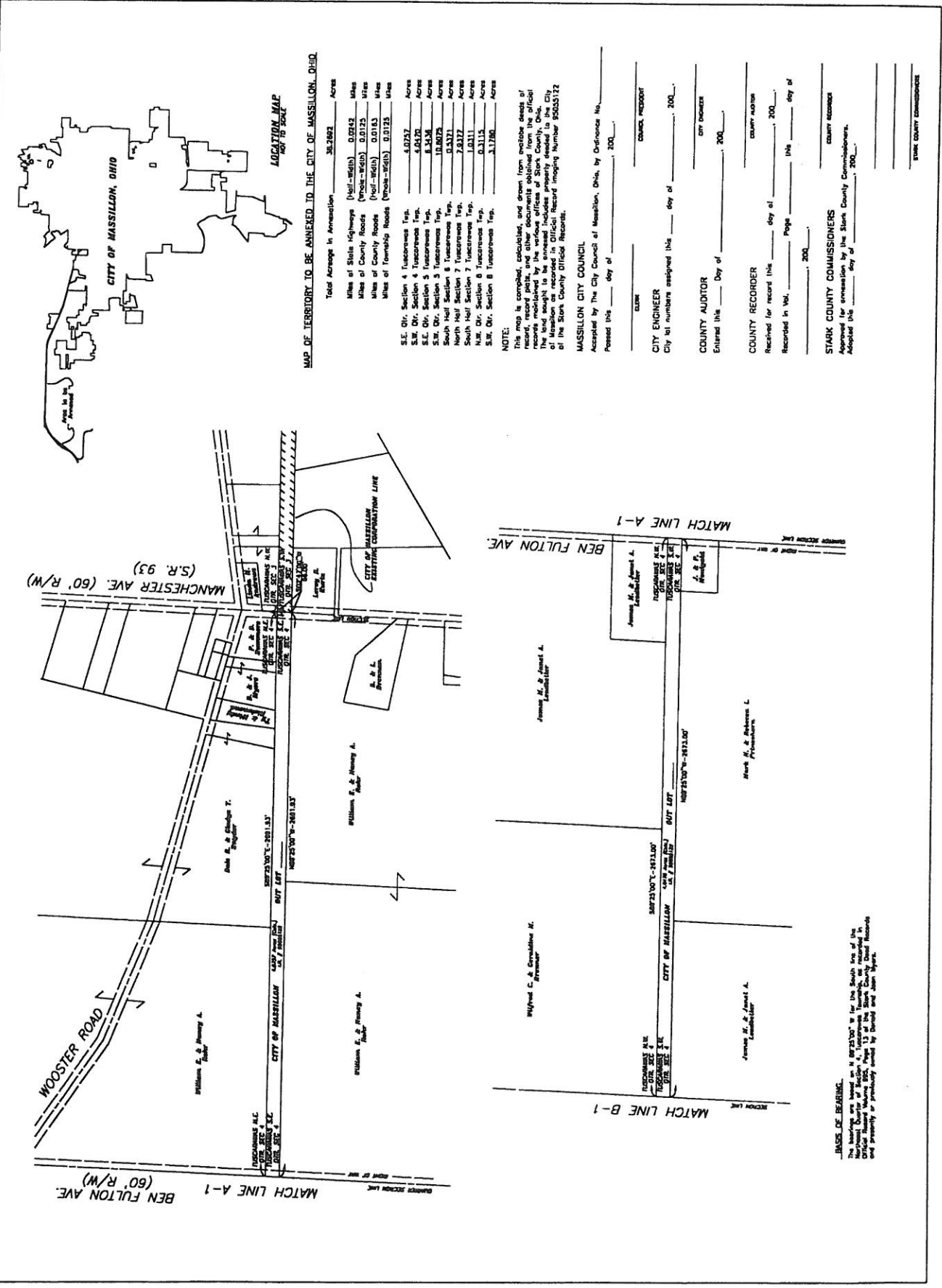
- 4.0757 acres lie in Southeast Section 4,
- 4.0470 acres lie in Southwest Section 4,
- 6.3436 acres lie in Southeast Section 5,
- 10.8075 acres lie in Southwest Section 5,
- 0.5371 acres lie in South half Section 6,
- 7.9377 acres lie in North half Section 7,
- 1.0311 acres lie in South half Section 7,
- 0.3115 acres lie in Northwest Section 8,
- 3.1780 acres lie in Southwest Section 8,

and all being in Tuscarawas Township, Stark County, Ohio.

Robert Sanderson, 13277 Fern Ave. N.W., Hartville, Ohio, is hereby appointed agent for the undersigned petitioners as required RC 709.02 with full power and authority hereby granted to said agent to amend, alter, change, withdraw, refile, substitute, and to take any

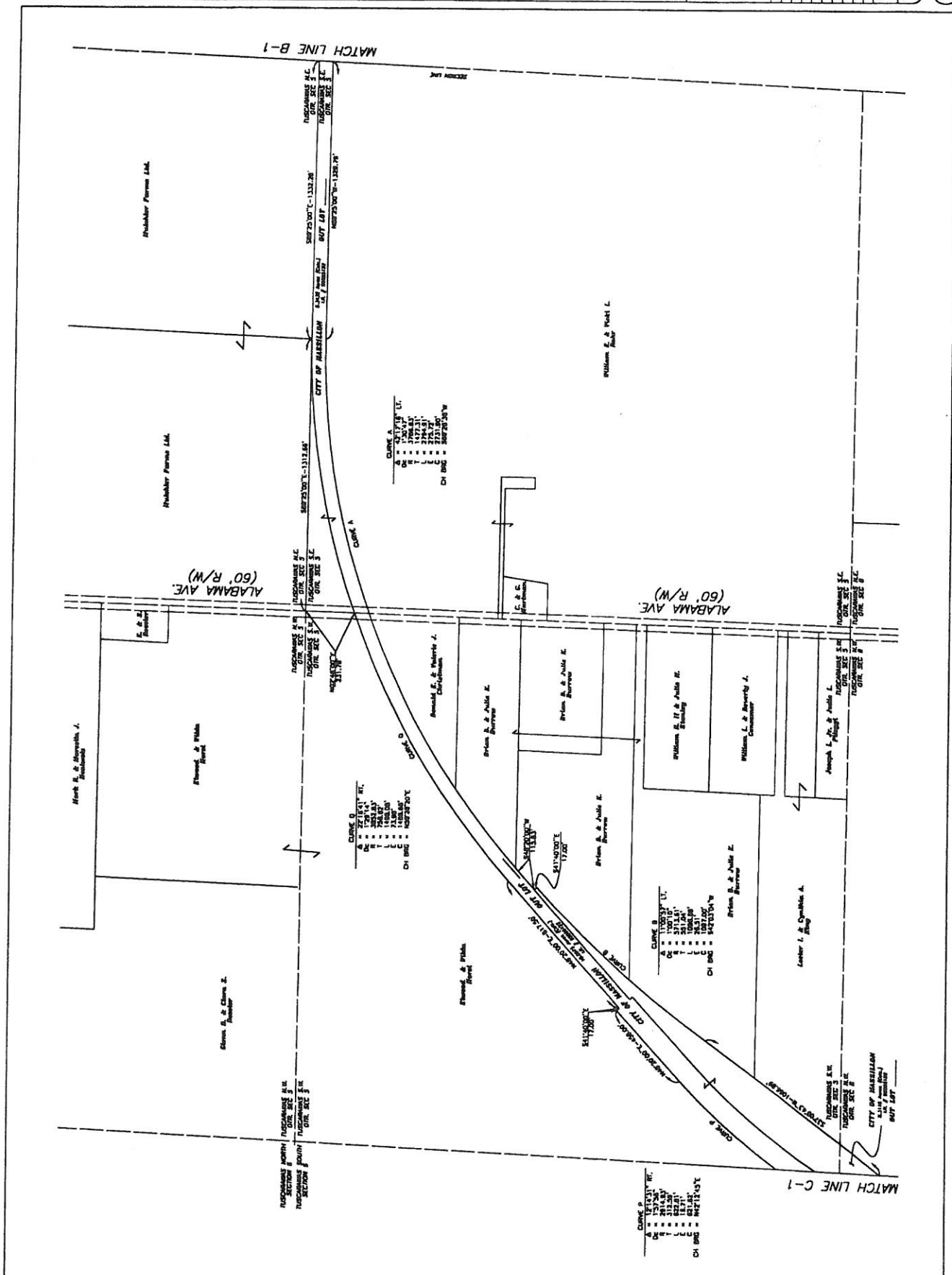
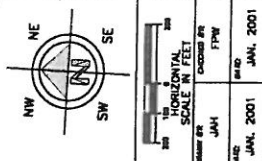
action necessary for obtaining the granting of this petition. Said amendment, compromise, increase or deletion, or other things for granting this petition shall be made in the petition, description, and/or plat by said agent without further expressed consent of the petitioners.

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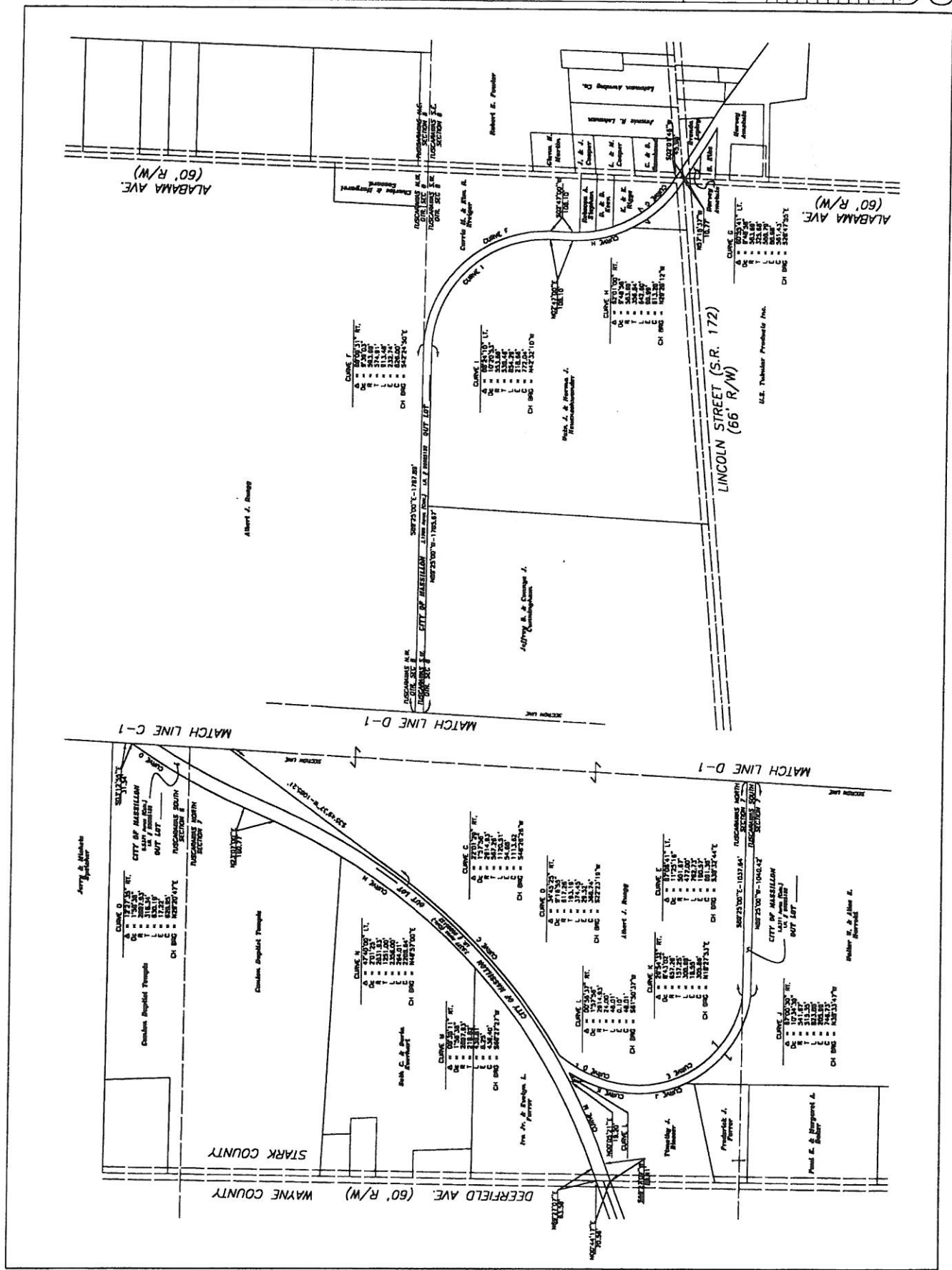
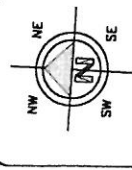
Amesbury, Mass.
City of Haverhill
Stark County, Ohio



[illegible]

Sippo Valley Trail Section B
Part of Tuscarawas Township, Sections 4, 5, 6, 7, and 8
Annexation Map
City of Massillon
Stark County, Ohio

<p>HORIZONTAL SCALE IN FEET</p>	<p>GRADE 8R JAH</p>	<p>DESIGNS 8R FPM</p>	<p>DATE JAN. 2001</p>
<p>GRADE 8R JAH</p>	<p>DESIGNS 8R FPM</p>	<p>DATE JAN. 2001</p>	<p>DATE JAN. 2001</p>



DATE: APRIL 2, 2001

CLERK: SHARON HOWELL

CITY OF MASSILLON, OHIO

COUNCIL CHAMBERS


LEGISLATIVE DEPARTMENT

RESOLUTION NO. 10 - 2001

BY COMMUNITY DEVELOPMENT & ANNEXATION COMMITTEE

TITLE: A RESOLUTION informing State Legislators and State Executive Leaders of support for equitable annexation reform as proposed by the Ohio Coalition for Equitable Annexation (OCEA) and opposition to "Annexation Reform" which restricts city growth and property owners choice.

WHEREAS, Ohio has long had a recognized procedure to provide for annexation of property adjacent to municipal corporations, which allows the governmental entity best able to serve development to have jurisdiction of the area sought to be annexed, and;

WHEREAS, the procedures set forth in Chapter 709 of the Ohio Revised Code have been amended several times in years past to ameliorate perceived imbalances, and;

WHEREAS, the procedures set forth in Chapter 709 of the Ohio Revised Code properly protects the interests of property owners in determining the jurisdiction where development of their land can best take place, and;

WHEREAS, 67 percent of the State's population resides within municipal corporations, and;

WHEREAS, the proposed annexation reform bill would remove the right of property owners to decide where development of their land should best occur and would substitute an unfair and ultimately unworkable general good of the surrounding area standard to annexation requests, and;

WHEREAS, the proposed annexation reform bill would prevent the growth of municipalities, and;

WHEREAS, the proposed annexation reform bill would create an unworkable 100 percent owners annexation procedures, as it requires Township agreement before the process can be utilized, and;

WHEREAS under the present system provided in the existing Chapter 709 of the Ohio Revised code, land annexed to municipalities is not necessarily removed from the Township tax base, and;

WHEREAS, the proposed annexation reform bill improperly seeks to create revenue sharing mechanisms wherein municipalities will provide services and Townships will retain risk-free revenue, and;

WHEREAS, adoption of proposed "Annexation Reform" would stifle, and in many instances, deter economic development.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MASSILLON, STATE OF OHIO, THAT:

Section 1:

The Council of the City of Massillon hereby expresses its adamant opposition to any annexation reform bill that (1) removes a property owner's choice, especially when 100% of the owner's favor annexation, (2) requires a Township's approval, (3) does not emphasize that property should be located where it can be developed, (4) changes the definition of "general good" to an area which include areas outside the area sought to be annexed without consideration of the interests of all the parties involved, municipal, corporations, townships and owners, and hereby urges its State Representative and State Senator to oppose passage of such anti-city, anti-economic development and anti-property owners' rights legislation, (5) requires individuals and corporations to pay back to Townships taxes which are abated.

Section 2:

The Clerk of the Council of the City of Massillon be and is hereby instructed to transmit copies of this resolution to the Governor, the President of the Senate, the Speaker of the House, our State Senator, our State Representatives and to the Chairpersons of such legislative committees as are considering "annexation reform" legislation.

Section 3:

The Council of the City of Massillon hereby concurs with the Ohio Coalition for Equitable Annexation and supports the Coalition on this issue.

Section 4:

This resolution shall become effective at the earliest date allowed by law.

PASSED THIS _____ DAY OF _____ 2001

ATTEST: _____

MARYANN COYNE, ACTING
CLERK OF COUNCIL

DENNIS D. HARWIG, PRESIDENT

APPROVED: _____

FRANCIS H. CICCHINELLI, JR., MAYOR

DATE: March 19, 2001

CLERK: SHARON HOWELL

CITY OF MASSILLON, OHIO

COUNCIL CHAMBERS

LEGISLATIVE DEPARTMENT

RECONSIDERED & AMENDED
ORDINANCE NO. 54 - 2001

BY: COMMUNITY DEVELOPMENT AND ANNEXATION COMMITTEE

TITLE: AN ORDINANCE indicating what services the City of Massillon, Ohio, will provide to the St. Luke Annexation, upon annexation, and declaring an emergency.

WHEREAS, certain property owners have filed a petition requesting the St. Luke Annexation to be annexed to the City of Massillon, Ohio, pursuant to the Ohio Revised Code Section 709.02, and

WHEREAS, The Ohio Revised Code Section 709.03I (B) requires that upon receiving notice, the Municipal Legislative Authority, shall by Ordinance or Resolution, adopt a statement indicating what services, if any, the municipal corporation will provide to the territory proposed for annexation upon annexation, and

WHEREAS, this Ordinance is intended to comply with the requirements of the Ohio Revised Code Section 709.031 (B), and

WHEREAS, the legislative authority of the City of Massillon, Ohio, is supportive of the annexation proposal, and

WHEREAS, the Stark County Commissioners have scheduled a public hearing, to be held at the Tuscarawas Township Hall on Wednesday, March 21, 2001 at 7:00 P.M.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MASSILLON, STATE OF OHIO, THAT:

Section 1:

The City of Massillon, Ohio, will extend to the proposed area, upon annexation, the availability of all municipal services extended to all of the current citizens, residents and property owners of the City of Massillon, Ohio, including, but not limited, to the services of the Municipal Police Department, services of the Municipal Fire Department, services of the Municipal Service Department, services of the Engineering Department, services of the Building Department, services of the Street Department, services of the Safety Department, services of the Planning Department, services of the Health Department, services of the Sewer Department and services of the City of Massillon Administration.

Section 2:

The City of Massillon hereby agrees to extend to the proposed area, sanitary sewer services at the City's expense. The area of the service shall be as follows:

Beginning at the existing West Massillon Sanitary Trunk located at the intersection of Lincoln Way West and Lanedale Street N.W., and moving in an easterly direction, construction of a 10"-gravity flow line for approximately 1,500 L.F. to the St. Luke property.

Section 3:

That this Ordinance is hereby declared to be an emergency measure necessary for the preservation of the health, safety and welfare of the community and for the additional reason that it is necessary to indicate what specific services the City of Massillon will provide to the area upon annexation prior to the Stark County Commissioners. Provided it receives the affirmative vote of two-thirds of the elected members to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor. Otherwise, it shall take effect and be in force from and after the earliest period allowed by law.

RECONSIDERED AND AMENDED

PASSED IN COUNCIL THIS _____ DAY OF _____ 2001

APPROVED: _____
MARYANN COYNE, ACTING CLERK OF COUNCIL
DENNIS D. HARWIG, PRESIDENT

APPROVED: _____
FRANCIS H. CICCHINELLI, JR., MAYOR