

# RECORD OF RESOLUTION

Resolution No. 2023-R-03

Passed March 6, 2023  
YEAR

## VILLAGE COUNCIL OF NORTH FAIRFIELD, OHIO RESOLUTION NO. 2023-R-03

### SOLID WASTE COLLECTION TRASH AND RUBBISH REMOVAL

A RESOLUTION ACCEPTING THE PROPOSAL OF **FLASHES TRASH & SANITATION, LLC** FOR VILLAGE WIDE SOLID WASTE COLLECTION AND TRASH REMOVAL; AND AUTHORIZING THE VILLAGE ADMINISTRATOR TO ENTER INTO AN AGREEMENT; AND DECLARING AN EMERGENCY

WHEREAS, SECTION 3707.43 of the Ohio Revised Code provides that the legislative authority of a municipal corporation may contract for a period of not to exceed five years for the collection and removal of the garbage, night soil, dead animals, and other solid waste substances mentioned in section 3707.42 of the Revised Code at the expense of the municipal corporation or at the expense of persons responsible for the existence of such waste substances; and

WHEREAS the current contract for Village trash collection and removal will expire on 03/31/23; and

WHEREAS, the Fiscal Officer was authorized to obtain proposals, quotes and estimates for trash collection and removal by Motion of Council on 01/16/23; and

WHEREAS, after a review of the proposals, quotes and estimates, the Fiscal Officer believes that the following has provided the lowest and best proposal, and is a company qualified to furnish the labor, service and equipment necessary to satisfy needs of the village: **FLASHES TRASH & SANITATION, LLC**; and

WHEREAS, The Village previously authorized the Administrator to enter into a Trash Collection Agreement in Resolution No.: 2021-R-03; and

WHEREAS, in those villages that have established the position of village administrator, the village administrator shall make contracts, purchase supplies and materials, and provide labor for any work under the administrator's supervision involving not more than fifty thousand dollars. [Section 731.141 of the Ohio Revised Code]

NOW THEREFORE, BE IT **RESOLVED** BY THE COUNCIL OF THE VILLAGE OF NORTH FAIRFIELD, STATE OF OHIO: (RC 731.18)

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SECTION 1. That Council finds it is necessary to provide the following services:

*VILLAGE WIDE  
SOLID WASTE COLLECTION  
TRASH AND RUBBISH REMOVAL*

SECTION 2. That Council finds that the following has submitted the lowest and best proposal and is a company/business/professional qualified to furnish the labor, service and equipment necessary to satisfy the requirements of the agreement:

*FLASHES TRASH & SANITATION, LLC*

SECTION 3. That the Village Administrator is hereby authorized and directed to execute an Agreement consistent with the terms of the following proposal/quote/estimate ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE:

*Proposal dated 12/23/2022 and specifically providing as follows:*

***SPRING CLEAN UP: OPTION 1: house-to-house "curbside" pickup, done on a Saturday of your choice (agreed upon by both parties). With this option, items are expected to be at the curb on the chosen Saturday and will be billed at \$75.00/ton.***

SECTION 4. That the contract shall be executed in the name of the village and signed on its behalf by the village administrator. [Section 731.141 of the Ohio Revised Code]

SECTION 5. DURATION. That the Agreement is hereby authorized for a term of:  
*Two (2) years.*

SECTION 6. DISPENSE WITH THREE READINGS. That the legislative authority, upon a vote of at least three-fourths of its members, hereby dispenses with the rule requiring each ordinance or resolution shall be read on three different days. [R.C. 731.17(A)(2)]

SECTION 7. DECLARATION OF EMERGENCY FOR IMMEDIATE EFFECT. That by two-thirds vote of all the members elected to the legislative authority, this Ordinance/Resolution is hereby declared to be an emergency measure pursuant to RC 731.30, being necessary for the immediate preservation of the public peace, health, or safety of the municipal corporation and shall go into immediate effect for the following reason(s):

***The current Trash Collection Agreement will expire 3/31/23.***

SECTION 8. PUBLIC MEETING. That it is found and determined that all formal action of this public body concerning or relating to the passage of this Resolution/Ordinance were adopted in a public meeting open to the public at all times, and that all deliberations of



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the public body and any of its committees that resulted in such formal action, were in public meetings open to the public, in compliance with all legal requirements including all lawful ordinances and any applicable provisions of section 121.22 of the Ohio Revised Code.

WHEREFORE, this legislation shall take effect at the earliest period allowed by law.

PASSED AND ADOPTED on this 6<sup>th</sup> day of March, 2023.

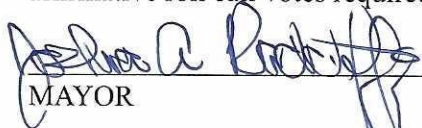
Vote on the passage was taken by yeas and nays and entered upon the journal as follows R.C. 731.17(A)(3):

YEAS: 6 NAYS: 0 ABSTAIN: 0

## AUTHENTICATION and ATTESTATION

(RC 731.20)

We hereby attest and affirm that the foregoing Ordinance/Resolution received the necessary affirmative roll call votes required for passage by R.C. 731.17.

  
MAYOR

  
FISCAL OFFICER

First Reading: March 6, 2023  
Second Reading: Dispensed (may be dispensed by a vote of at least three-fourths of members. R.C. 731.17(A)(2))  
Third Reading: Dispensed (may be dispensed by a vote of at least three-fourths of members. R.C. 731.17(A)(2))

PREPARED BY AND APPROVED AS TO FORM,

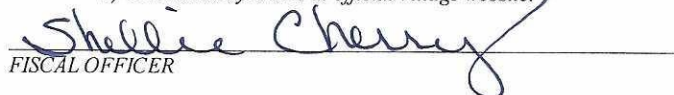
  
VILLAGE SOLICITOR, Steve Palmer

## CERTIFICATE OF POSTING

(RC 731.25)

I hereby certify that pursuant to R.C. 731.25, a succinct summary of the above legislation was posted in not less than five of the most public places in the municipal corporation as determined by the legislative authority (See Ord 2019-O-12) for a period of not less than fifteen days prior to the effective date at the following locations:

- 1) Fiscal Officer Office, 3 East Main St., North Fairfield, Ohio; and
- 2) North Fairfield Village Hall, 3 East Main St., North Fairfield, Ohio; and
- 3) North Fairfield Public Library, 5 East Main St., North Fairfield, Ohio; and
- 4) North Fairfield Post Office, 1 North Main St., North Fairfield, Ohio; and
- 5) Electronically online at official Village website.

  
FISCAL OFFICER

ATTACHMENT

INDEPENDENT CONTRACTOR AGREEMENT  
VILLAGE OF NORTH FAIRFIELD, OHIO

**SOLID WASTE COLLECTION  
TRASH AND RUBBISH REMOVAL**

WHEREAS, the undersigned person, partnership, or corporation, (hereinafter "CONTRACTOR") seeks to provide services, products, labor or goods or other work product to the Village of North Fairfield, Ohio, an Ohio Municipal Corporation and political subdivision, (hereinafter 'VILLAGE') pursuant to a bid, proposal, quote, written contract or oral agreement (ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE); and

To wit: *FLASHES TRASH & SANITATION, LLC*

Proposal dated 12/23/2022

*SPRING CLEAN UP: OPTION 1: house-to-house "curbside" pickup, done on a Saturday of your choice (agreed upon by both parties). With this option, items are expected to be at the curb on the chosen Saturday and will be billed at \$75.00/ton.*

WHEREAS, the VILLAGE wishes to utilize the above-identified goods, products, services and labor or other work product offered by the CONTRACTOR only if the CONTRACTOR is an Independent Contractor that remains exclusively responsible and/or liable for any and all claims of the CONTRACTOR'S employees agents and/or subcontractors; and

WHEREAS, the VILLAGE requires that CONTRACTOR agree to hold the VILLAGE harmless and indemnify the VILLAGE against any and all such claims and any other third-party claims; and

WHEREAS, this agreement was authorized by Resolution No.: 2023-R-03.

NOW, THEREFORE, in consideration of the VILLAGE entering into an Agreement with CONTRACTOR to allow CONTRACTOR to provide goods and services to the VILLAGE, and other good and valuable consideration, which is hereby acknowledged by CONTRACTOR, the undersigned party(ies) agree(s), warrant(s) and represent(s) affirmatively as follows:

A. INDEPENDENT CONTRACTOR. At all times pertinent to the provision of goods, services, labor, materials and/or other work product to the VILLAGE, the undersigned CONTRACTOR is acting as an Independent Contractor who is acting with complete and sole discretion with regard to the provision of the aforementioned goods, services, labor and materials and CONTRACTOR has exclusive control over the method and manner in which the services, goods, labor and materials are provided to the VILLAGE.

B. CONTRACTOR is solely and exclusively responsible for the supervision and oversight of any and all agents, employees and/or subcontractors of CONTRACTOR and agrees to be exclusively liable for the provision of workers' compensation insurance for all of its employees and/or agents utilized to provide said goods, services, labor and materials to the VILLAGE.

C. WORKERS COMPENSATION. CONTRACTOR will obtain at its sole cost, and keep in effect, any and all workers' compensation insurance required by the State of Ohio and hereby acknowledges that the provision of workers' compensation benefits to its employees and/or agents is CONTRACTOR'S sole responsibility.

D. TAXES. CONTRACTOR shall be solely responsible for all federal, state and local income tax and unemployment tax withholding for all of its employees and/or agents utilized by CONTRACTOR to provide goods, services, labor and materials to the VILLAGE.

E. INSURANCE. CONTRACTOR will obtain, provide and pay for during any time pertinent to this Agreement or any other renewals or other Agreements entered into with the VILLAGE, general comprehensive liability insurance with minimum policy limits of **\$500,000.00** covering any and all work and materials and employees and/or agents of CONTRACTOR utilized to provide goods, services, labor and materials to the VILLAGE and CONTRACTOR will cause such insurance coverage to identify the VILLAGE as an additional named insured and will also provide the VILLAGE a certificate of general comprehensive liability insurance upon request by the VILLAGE.

F. HOLD HARMLESS. CONTRACTOR further acknowledges and warrants that it/he/she shall indemnify and hold the VILLAGE free and harmless from any and all claims, actions, causes of action, attorneys fees or expenses which may be incurred in the event that any claims may be brought in the future against the VILLAGE which arose out of the provision of goods, services, labor and materials or other work product to the VILLAGE and CONTRACTOR hereby agrees to defend the VILLAGE (at its sole expense) against any and all such claims which may be brought against the VILLAGE in the future in any way arising out of CONTRACTOR'S provision of goods, services, labor, materials or other work product to the VILLAGE.

G. EMPLOYEES. CONTRACTOR hereby affirmatively warrants, represents and states that any and all employees, agents, subcontractors and/or other persons and/or parties utilized by CONTRACTOR in any way to provide the goods, services, labor, materials and/or other work product to the VILLAGE shall be independent contractors at all times with respect to the VILLAGE and that the VILLAGE shall neither have nor exercise any control or direction over the method by which CONTRACTOR or its agents, employees or subcontractors perform their functions pursuant to this Agreement and that neither CONTRACTOR nor any of its employees, agents or subcontractors shall have any claim against the VILLAGE for vacation pay, sick leave, retirement benefits, social security, workers' compensation, disability benefits, unemployment benefits, health insurance or any other benefits of any kind whatsoever and CONTRACTOR further represents and warrants that it shall assume complete and full legal liability for all such benefits due to its employees, agents and/or subcontractors.

H. CONTRACTOR shall be solely responsible and liable for providing its employees, agents and/or subcontractors with a safe work environment and shall comply with all health and safety directives and rules imposed by any and all applicable governmental agencies and will immediately contact the VILLAGE regarding all accidents or injuries involving any of its employees, agents and/or subcontractors. This reporting responsibility shall include a written

notification of the accident or Injury to the VILLAGE within twelve (12), or if unreasonable, no later than twenty-three (23) hours of said accident and/or incident and CONTRACTOR agrees to comply with all specific safety directives from the VILLAGE or any applicable workers' compensation administrators or any and all governmental agencies having jurisdiction over the health, safety and welfare of CONTRACTOR'S employees, agents and/or subcontractors.

I. CONTRACTOR shall be solely responsible for providing adequate tools and/or safety and protective equipment which is in good working order which may be required by any governmental agency or applicable government regulations, ordinances or directives. CONTRACTOR shall be solely responsible for compliance with any and all OSHA regulations. Any expenses or penalties levied by OSHA arising out of the work performed by CONTRACTOR shall be CONTRACTOR'S sole responsibility and CONTRACTOR agrees to indemnify and hold the VILLAGE harmless against the same.

J. The remedies and rights conferred in this Agreement shall not be considered exclusive of any other remedies or rights available, but each of such remedies and rights shall be cumulative and shall be in addition to any other remedies and rights now or hereafter available at law or in equity. No delay or failure to exercise any right or power shall be construed to be a waiver thereof, but any such right or power may be exercised from time-to-time as often as may be deemed expedient.

K. NOTICE. All notices, consents, statements, requests and demands required or permitted under this Agreement shall be in writing and shall be deemed to have been properly given to a party if and when delivered personally or mailed postage prepaid to the other party at the address set forth below or at such other address as the party may later designate by written notice to the other party.

TO VILLAGE:

*Village of North Fairfield  
c/o Fiscal Officer  
3 East Main St.  
PO Box 188  
North Fairfield, Ohio 44855*

TO CONTRACTOR:

*Flashes Trash & Sanitation, LLC  
Matthew Beattie, Statutory Agent  
462 Twp Rd 1101  
Nova, Ohio 44859  
(419) 908-8482  
flashestrash2017@gmail.com*

L. CHOICE OF LAW. This Agreement shall be construed and enforced pursuant to the laws of the State of Ohio, and CONTRACTOR agrees that Huron County, Ohio, shall be the proper venue for any legal claims arising out of this Agreement, said Court shall have exclusive jurisdiction over any such disputes or disagreements.

M. This AGREEMENT constitutes the entire agreement of the parties relating to the subject matter hereof and shall supersede any prior oral or written agreements representations, warranties or understandings between the parties relating thereto.



N. This AGREEMENT will inure to the benefit of and constitute a binding obligation upon the parties hereto and their respective assigns, neither party shall assign any rights nor delegate any duties hereunder without the prior written consent of the other party.

THIS AGREEMENT is made and entered into this 1st day of April, 2023. Each fully executed counterpart hereof shall be deemed to be an original itself.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT in DUPLICATE, by their duly authorized representatives on the date set forth herein.

VILLAGE:



Village Administrator

3-6-23

Date

CONTRACTOR: FLASHES TRASH & SANITATION, LLC



Signed

Matt Beattie

Print Name

Owner

Title

3-8-2023

Date

APPROVED AS TO FORM:  
VILLAGE SOLICITOR, Steve Palmer, Esq.

ATTACHMENT

**FLASHES TRASH**



419-908-8482

FLASHESTRASH2017@GMAIL.COM

462 Township Road 1101

Nova, OH 44859

12/23/2022

**VILLAGE OF NORTH FAIRFIELD**

Attention: Joshua Radcliffe, Mayor

Re: TRASH REMOVAL SERVICES 2023

Thank you for allowing us to service the Village of North Fairfield. Attached are our rates for 2023 services. We tried very hard to consider the Village and the increases we have seen across the board. This year we have only done a 2% increase to our fees instead of the normal 3%. We hope this helps some.

Flashes Trash & Sanitation takes great pride in the services we provide. We offer amazing customer service and courteous dependable drivers who all work very hard to cater to our clients needs.

If you have any questions or require more information, please contact our office. We look forward to continuing to serve your community.

Warm regards,

Flashes Trash & Sanitation, LLC

Matthew Beattie/Owner



**FLASHES TRASH**



419-908-8482

FLASHESTRASH2017@GMAIL.COM

462 Township Road 1101

Nova, OH 44859

**Village of North Fairfield Trash Collection 2023**

*\* All prices/rates in this document cover collection fees only*

<b>Monthly Rate</b>	Village garbage pickup will be \$2,259.70/month with a two year agreement, 2% increase in the second year (making it \$2305.82/month).
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<b>Barrels</b>	We will not dump or remove garbage from <b>barrels</b> or other non-traditional style trash cans. We offer trash can rental for \$42.00/year. Residents of the village can individually set that up as an alternative to these barrels. All trash must also be bagged for pickup, even when using a can.
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<b>Overage Fees</b>	Anything weighing <b>over 5 ton</b> in weekly residential pickup will be billed at \$75.00/ton over
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**Spring Clean Up:**

Option 1	house-to-house "curbside" pickup, done on a Saturday of your choice (agreed upon by both parties). With this option, items are expected to be at the curb on the chosen Saturday and will be billed at \$75.00/ton.
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Option 2	rolloff rental for a ten day period. We will bring two 20 yard roll offs to the premises and allow them to sit and be filled throughout that ten day period. These rolloffs will be dumped (when full) at your request, as many times as needed. We will service these individually, as they are dumped, at \$225.00 per dump.
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