

# RECORD OF RESOLUTION

Resolution No. 2025-R-04

Passed April 21, 2025  
YEAR

## VILLAGE COUNCIL OF NORTH FAIRFIELD, OHIO RESOLUTION NO. 2025-R-04

### AUTHORIZATION

Collection and Removal of Garbage and Solid Waste  
ORC 3707.43

A RESOLUTION ACCEPTING THE PROPOSAL AND AUTHORIZING THE VILLAGE ADMINISTRATOR TO ENTER INTO A WRITTEN AGREEMENT WITH FLASHES TRASH FOR THE COLLECTION AND REMOVAL OF GARBAGE AND SOLID WASTE FOR THE REMINDER OF 2025 AND ALL OF CALENDAR YEAR 2026 AND DECLARING AN EMERGENCY

WHEREAS, Section 3707.43 of the Ohio Revised Code permits contract for removal of waste substances and reads:

*ORC Section 3707.43 | Contract for removal of waste substances - expense.*

*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.*

WHEREAS, the Village currently contracts with FLASHES TRASH & SANITATION, LLC for the collection and removal of solid waste authorized most recently by Resolution Nos.: 2021-R-03 and 2023-R-03; and

WHEREAS, the current written agreement for Village collection and removal of garbage and solid waste is set to expire expired on March 31, 2025; and

WHEREAS, the Village is in receipt of a proposal from FLASHES TRASH & SANITATION, LLC dated 3/12/25 with proposed services rates for 2025 and 2026; and

WHEREAS, the Village Administrator is seeking authorization to enter into a written agreement; 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. [ORC 731.141]; and

WHEREAS, the Village Administrator is designated as the Central Purchasing Agent for all Village offices and departments. [See ORC 731.141]

#### *232.09 CENTRAL PURCHASING AGENT:*

*(a) Village Council hereby provides for central purchasing for all offices, departments, divisions, boards, and commissions of the Village, under the direction of the Village Administrator, who shall make contracts, purchase supplies or materials, and provide labor for any work of the Village in the manner provided by R.C. § 731.141.*

WHEREAS, the Village Administrator reports that he has complied with any Village Purchase Policy and any applicable statutory bidding requirements.

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

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

## *Collection and Removal of Garbage and Solid Waste*

SECTION 2. ACCEPT PROPOSAL. 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. AUTHORIZE AGREEMENT. That the Village Administrator is hereby authorized and directed to execute an Agreement consistent with the following terms:

*Proposal dated 3/12/2025*

(ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE)

*Specifically*

MONTHLY RATE WITHOUT CANS

*Village garbage pickup at \$1993.05/month*

SPRING CLEAN UP

*Option 1*

*\$75.00/ton*

*Along with INDEPENDENT CONTRACTOR AGREEMENT*

(also ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE)

SECTION 4. EXECUTION. That the contract shall be executed in the name of the village and signed on its behalf by the village administrator. [ORC 731.141]

SECTION 5. DURATION. That the Agreement is hereby authorized for a term of:

*Remainder of 2025 and all of calendar year 2026 expiring 12/31/2026*

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. [ORC 705.15 and 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 legislation is hereby declared to be an emergency measure pursuant to ORC 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 previous two-year agreement as authorized by Res No.: 2023-R-03 expired on 3/31/25*

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 legislation were adopted in a public meeting open to the public at all times, and that all deliberations of 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



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including all lawful ordinances and any applicable provisions of section 121.22 of the Ohio Revised Code.


WHEREFORE, this legislation shall be in full force and effect from and after the earliest period allowed by law.

PASSED AND ADOPTED on this 21 day of April, 2025.

## ATTESTATION (RC 731.20)

We hereby attest and affirm that the foregoing legislation received the necessary affirmative roll call votes required for passage by ORC 731.17.

  
MAYOR

  
FISCAL OFFICER

## LEGISLATION READINGS (RC 731.17(A))

- (1) Each ordinance and resolution shall be read by title only, provided the legislative authority may require any reading to be in full by a majority vote of its members.  
(2) Each ordinance or resolution shall be read on three different days, provided the legislative authority may dispense with this rule by a vote of at least three-fourths of its members.

First Reading: 4/21/25 Second Reading: Dispensed Third Reading: Dispensed

## ROLL CALL VOTE (RC 731.17(A)(3))

The vote on the passage was taken by yeas and nays and entered upon the journal. Each ordinance or resolution shall be passed, except as otherwise provided by law, by a vote of at least a majority of all the members of the legislative authority. Yeas, nays, abstentions, excused or absent votes were recorded as follows:

yes  
Adam Rouse

yes  
Sharleen Coyle

yes  
Jeremy Antill

yes  
Cody Hacker

yes  
Trevor Arnold

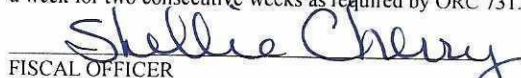
yes  
Joshua Radcliffe

PREPARED BY AND APPROVED AS TO FORM [See also ORC 731.21(B)]:

  
VILLAGE SOLICITOR, Steve Palmer

## CERTIFICATE OF PUBLICATION (RC 731.21 and 731.22)

Pursuant to ORC 731.21(A)(3), I hereby certify that a succinct summary of the above legislation was/will be published using the following method: **ON THE WEBSITE AND SOCIAL MEDIA ACCOUNT OF THE MUNICIPAL CORPORATION**  
The succinct summary was reviewed by the village solicitor as required by ORC 731.21(B). Publication was/will be made at least once a week for two consecutive weeks as required by ORC 731.22.

  
FISCAL OFFICER

ATTACHMENT(S) TO FOLLOW



462 Township Road 1101  
Nova, OH 44859

3/12/2025

**VILLAGE OF NORTH FAIRFIELD**

Attention: Mayor

Re: TRASH REMOVAL SERVICES 2025 & 2026

Thank you for allowing us to service the Village of North Fairfield. Attached are our rates for 2025 & 2026 services. Once again, we tried very hard to consider the Village and the increases we have seen across the board.

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

VILLAGE OF NORTH FAIRFIELD, OHIO

INDEPENDENT CONTRACTOR AGREEMENT

*COLLECTION AND REMOVAL OF GARBAGE AND SOLID WASTE  
ORC 3707.43*

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 3/12/2025***

(ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE)

***Specifically***

**MONTHLY RATE WITHOUT CANS**

***Village garbage pickup at \$1993.05/month***

**SPRING CLEAN UP**

***Option 1***

***\$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, this agreement was authorized by Resolution No.: 2025-R-04.

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

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  
northfairfieldv@gmail.com*

TO CONTRACTOR:

*Flashes Trash & Sanitation, LLC  
Matthew Beattie, Owner/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.

O. DURATION. That the Agreement is hereby authorized for a term of:

*Remainder of 2025 and all of calendar year 2026 expiring 12/31/2026*

P. TERMINATION. This contract may be terminated by either party with sixty (60) prior written notice.

THIS AGREEMENT is made and entered into this 22nd day of April, 2025. 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

4-21-25  
\_\_\_\_\_  
Date

CONTRACTOR: FLASHES TRASH & SANITATION, LLC

  
\_\_\_\_\_  
Signed

Matt Beattie Mod Naval  
Print Name

Owner  
Title

4-28-2025  
Date

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

ATTACHMENT TO FOLLOW





419-908-8482  
contact@flashestrash.com  
www flashestrash.com

462 Township Road 1101  
Nova, OH 44859

Village of North Fairfield Trash Collection 2025 & 2026	
* All prices/rates in this document cover collection fees only	
<b>Monthly Rate Without Cans</b>	Village garbage pickup will be \$1993.05/month with a two year agreement, No projected rate increase in 2026
<b>Monthly Rate With Cans</b>	Village garbage pickup with rented cans will be \$2448.05/month with a three year agreement. No projected rate increase for 2026. There could be a potential 2% rate increase in the third year, the rate would be \$2498.01/month. *Cans are property of Flashes Trash, therefore any broken or damaged cans will be maintained by Flashes Trash. The Village will be responsible for any lost, stolen or unreturned cans during and upon termination of this agreement . Charged at a rate of \$50.00 per can.
<b>Barrels</b>	We will not dump or remove garbage from barrels or other non-traditional style trash cans. We offer additional 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.
<b>Overage Fees</b>	Anything weighing over 5 ton in weekly residential pickup will be billed at \$75.00/ton over
<b>Spring Clean Up:</b>	
<b>Option 1</b>	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.
<b>Option 2</b>	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 rollofs 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.