

**JEFFERSON BELMONT REGIONAL SOLID WASTE AUTHORITY
EXECUTIVE COMMITTEE MEETING ON AUGUST 9, 2021**

PRESENT: Scott Fabian, Jerry Echemann, Joe Luckino, Jim Mavromatis, Mark McVey
OTHERS: Anita Petrella, Dave Hays, Natalie Lysle, Brad Polaski, John Parker, Rob Sproul, Andrew Henry, Tammy Shepherd, Louise Holliday, Alisha Teramana

Scott Fabian called to order an Executive Committee Meeting of the Jefferson Belmont Regional Solid Waste Authority at the JBGT Belmont Building, Pickering Road, St. Clairsville, Ohio at 4:05 pm on August 9, 2021.

ENVIRONMENTAL ENFORCEMENT OFFICER CONTRACTS

Mr. Fabian announced that the Service Agreement sent to the Jefferson County Sheriff's Department was rewritten and returned, then reviewed by the Solid Waste Authority Attorney Albin Bauer. Mr. Bauer read and responded with side notes to the changes made in the Contract of which all Board members were emailed a copy. The original Contract sent to the Sheriff's Office was written by Attorney Bauer.

Mr. Fabian reviewed Mr. Bauer's side notes on the Jefferson Contract:

Comment #1, paragraph 4.

"3723.57(G) is strict and limited. It does not include anything beyond enforcing anti littering laws." Mr. Hays explained there are 10 allowable expenditures that solid waste funds can be used for. One of them is for litter enforcement which would include an environmental vehicle but not a patrol car. He was asked what some of the other allowable expenditures were. He noted such things as health department inspections at landfills and supporting access roads to solid waste facilities.

Mr. Parker expressed concern with the limiting wording in case there becomes a need for the officer to assist, say with the health department at the landfill for example. Mr. McVey stated the Authority gives money to the Health Department and if they choose to use Sheriff's office to assist them then they would pay the Sheriff's Office out of that funding. If it is a littering issue it would then be funding from the Authority. Mr. Parker asked why the wording is being removed making the contract so strict. Mr. McVey explained the Authority Attorney is the one being strict because he is following the EPA guidelines. Mr. Parker stated that needs to be made clear to some of the other entities of the Community because the issue will arise where the officer will be asked to respond to other matters. Mr. Fabian stated those previous issues were when the Commissioners paid the salary. If a complaint is received from the Commissioner's office or another other entity regarding for example a delinquent property, under this contract that would be funded by the Sheriff's department, the Authority funding is for anti-littering issues only. How to track hours between litter and Sheriff's Department work was discussed. The officer will have an Authority Time Sheet to track his anti-litter program hours.

A discussion on who wrote the Contract followed. Mr. Parker explained that they had made the changes to the original Contract because the Sheriff's Department has a labor agreement that the Authority Attorney hadn't seen before writing the original contract. They also have Policy Procedure Manuals they have to follow as a county employee which weren't considered in the first original draft.

Who would direct the officer on a day-to-day basis was discussed, members explained he would be directed under the Authority Executive Director regarding anti-litter issues. Although the County Commissioners previously paid the salary and directed investigations that will no longer be the case. Any other entities including the Commissioners, Townships or Villages would have to contact the Director and not request the environmental officer themselves. Mr. Fabian said dilapidated structures and junk vehicles are not covered under this. Mr. McVey added that is because unfortunately the laws are so strict, the Authority's hands are tied and we are following the advice of our Environmental Attorney with a strict and limited Contract. Mr. Parker stated they don't have a problem following that, but the other Political entities will need to be made aware of why the officer would have to say no to their request. Mr. Fabian stated that ORC 505.871 gives the Township Trustees full ability to take a photo of a junk car, pass and send a Resolution to the person giving them 14 days to remove upon the letter. If they don't the Township has to contract with a car hauler and haul it out. They have had that power for about five (5) years, and Steubenville Township has used it several times.

Comment #2, paragraph 7:

“as a matter of policy, JBRSWA does not provide grant funding to third parties to purchase capital assets and equipment that will be owned by the grantee. It creates a lot of concerning risk of loss, restriction on sale or disposition of property, use for its intended purpose, etc.” Who the vehicle or other equipment would be titled to if Authority purchased was the issue.

Mr. Parker stated they have vehicles funded through grants from a lot of other entities all titled to the County Commissioners, of which he gave examples, adding this is standard procedure. He stated where it could become an issue is all of their policy procedures are in the County Handbook policy under the jurisdiction of the County Commissioners, if there is any misuse of the vehicle does that fall under the authority of the Solid Waste Authority for discipline? A discussion of misuse examples followed. Mr. Mavromatis stated that it legally doesn't matter who owns the vehicle, the Sheriff's Department and Authority would be brought in. He then discussed the duties the officer would have, the need for them to have a vehicle at home to respond in an emergency or call out for anti-littering, and the billing options that can be used for the service of a uniformed deputy to do this function. Including the cost of the officer and equipment needed in the Contract would give the responsibility to the Sheriff's Department for that issue.

Ms. Petrella explained it had been discussed to allow the officer to have the older vehicle (expected to be donated to the Sheriff's Department) at his home for emergency use, and park the new vehicle for regular scheduled hours, at the JBGT building. The hours to be worked were discussed. It was explained the reason a new vehicle is needed was for safety, there is no place to mount a dividing partition between the officer and the inmates he transports to the cleanups.

Mr. McVey discussed the use of the vehicle after hours, his concerns of non-allowable use under the strict guidelines of the ten (10) Allowables because it would be paid for by the Authority. It cannot be used for regular patrol vehicle duties such as running radar and working the County Fair unless it is an emergency. Vehicle use for after hour call-outs was discussed. Mr. Hays suggested checking into granting the vehicle to the Sheriff's office as an option to solve these issues. Mr. Mavromatis discussed the need for the officer to have access to the vehicle 24-7 which included possible anti-litter, and the need for a partition for safety of the officer. Communication with the Director could keep the hours and use in check.

Mr. McVey questioned if the Authority Grants the vehicle, what is the need for the next clause saying that if the program ends the vehicle is returned to Authority. He then discussed how the

Authority lost two vehicles in 2014-15 when the litter enforcement programs folded because they were not returned by the County Commissioners of either County. Mr. Mavromatis stated if vehicle is titled under County Commissioners the liability for the vehicle is with them for insurance and it should be in the Contract they are returned if the program ends. Mr. McVey explained that the reason for the concern is that the County Commissioners refused to return the vehicles last time even though it was in the Contract that way.

Mr. Parker suggested doing a separate contract with the officer and the vehicle to help move through for the officer quicker. Mr. Luckino suggested having the Authority Attorney Bauer and the Prosecutors office talk directly to hash out these legal terms. Mr. Parker admitted the vehicles were previously misused but now that wouldn't be the case with those involved.

Mr. Mavromatis stated the fifth (5th) paragraph gives the officer a lot of freedom, "he may enter into a service with the Sheriff to perform any police function, exercise any police power, or render any police service for said taxing district". This gives him a pretty broad brush to handle what he needs to for the Authority. Communication the officer has with the Director is the key, the bottom line is the officer needs to be equipped with what he needs to do the job. Any illegal use of a vehicle by an officer makes it their own personal responsibility. The officer would just need to keep the Director informed of what he was doing when, whether it be anti-litter or sheriff's work.

Mr. Hays stated the liability subject brings up the fact that Belmont County was fine with the contract with exception of 6.1 on page 4. Which talks about liability, Mr. Hays read "The Sheriff agrees to indemnify, defend, and hold harmless the Board for any claims, demands, liabilities and costs that arise out of the EEO's conduct or actions performed to fulfill the duties and responsibilities of this Agreement." Adding that they wouldn't go with that according to their emails, which he forwarded to Attorney Bauer. Mr. Bauer responded that as long as we are covered as additional insured under the CORSA policy. And CORSA had a problem with that because both the Sheriff's Dept. and the Authority are covered under CORSA. The matter was discussed. Mr. Mavromatis stated both sides would be brought in then it would be settled in court. Mr. Hays stated that Attorney Bauer rewrote the paragraph adding "the Belmont County Board Commissioners and/or the Sheriff, Sheriff's Office against liability, bodily injury, due to property damage arising out of the EEO's actions, inactions, errors or omissions, misconduct, excessive use of force, negligence and any other performance or failure to perform official duties." And he added "unless such bodily injury, property damage is the result of the EEO's negligent operation of the vehicle provided by the JBSWA, in which case the insurance provided by JBSWA under section 5.1 shall be primary." Mr. Hays sent the update to Belmont today and hasn't heard back from them yet. Mr. Parker stated they took that out of their contract. Discussion followed and it was recommended that Attorney Bauer and the Jefferson County and Belmont County Assistant Prosecutor should talk and work out the wording.

Mr. Mavromatis stated the Authority is wanting and paying for a fully equipped peace officer with arrest powers, and now it's the matter of getting him the equipment needed to do the job, if the vehicle is given to them it falls under the Sheriff's umbrella and their responsibility, but if the program folds it should come back to the Authority. He stated the two Counties are different and may not be able to be mirrored programs, they will have some differences.

Mr. Parker said they didn't make many changes from the original agreement; and they did rename it a Service Agreement. Committee members were okay with that change.

Comment #3, Item 1 - listed the individual officer's name was discussed, Mr. Parker stated that is their normal procedure but that is okay to remove his name and use the wording EEO officer assigned.

Comment #4, Item 2 - Mr. Parker said they were just trying to show cooperation and reduce the verbiage showing it all goes under the Director, which they are fine with it all going through the Executive Director and removing the wording "the JCSO but in cooperation with the"

Comment #5 & 6, Item 5 - A discussion about the legality of the right-of-ways and other public properties was discussed. Mr. Parker stated they are okay with changes Attorney Bauer made on number 5.

Comment #8, Item 9 - Mr. Parker stated the addition to the provisions noted by Attorney Bauer was okay with them to add.

Comment #7, Item 8 - Mr. Parker added that the dollar amount in #8 is based on standard work hours without weekends. He said that Prosecutor Shawn Blake had reviewed the Service Agreement prior to it being returned to the Authority, and that they tried to make it similar to what they use with the schools with billable hours. The comparison was discussed. Mr. Mavromatis stated it needs to be decided on either a flat contract (meaning the officer has a certain number of hours required to work for the Authority), or billable hours.

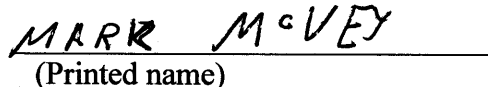
Approving the Service Agreement without the vehicle was discussed. Mr. Hays would check with Attorney Bauer to see if they could legally "Grant" the vehicle to Sheriff's office and include the stipulation of returning the vehicle if the program folds. Mr. McVey discussed a vehicle for Belmont County program if they are able to work out providing one for Jefferson. What could be done with the old vehicles was discussed briefly, Mr. Fabian hopes to ask for a motion to donate them to the Sheriff's offices once all is worked out. Both contracts being the same was the consensus of the Committee. Mr. Parker stated Belmont may agree to what they have modeled at this meeting since their only issue was the section that was removed about the insurance, because Jefferson caught that right away and removed it. Mr. Hays stated the Authority needs some kind of protection included. Mr. Parker explained that he questioned if a sheriff can hold harmless a Board legally which was their reason for its removal, but that they didn't oppose it if the Authority wants to put it back in. He added the Commissioners were okay with the Service Agreement before he submitted it. Mr. Fabian stated that the Belmont Contract hold up is just the language. The titling of the vehicles was briefly discussed and agreed by the Committee that if the program ends the Authority gets the vehicle back. Mr. Parker said they are okay with those sticking points.

ADJOURNMENT: With no further business the meeting was adjourned at 5:35 p.m.

ATTEST:


Scott Fabian, Chair


Committee Member signature


(Printed name)