

The Board of Trustees of Colerain Township, County of Hamilton, State of Ohio, met in regular session at 5:30 p.m., on the 13th day of September, 2016, at the Colerain Township Administration Building, 4200 Springdale Road, Cincinnati, Ohio 45251, with the following members present:

Jeffrey Ritter, Michael Inderhees, Gregory Insco

Mr. Jeffrey Ritter introduced the following resolution and moved its adoption:

RESOLUTION NO. 46 -16

RESOLUTION APPROVING EMPLOYMENT AGREEMENT OF TOWNSHIP ADMINISTRATOR DANIEL MELOY

WHEREAS, Ohio Revised Code Section 505.031 authorizes boards of township trustees to appoint a township administrator who shall be the administrative head of the township under the direction and supervision of the board; and

WHEREAS, Ohio Revised Code Section 505.032 sets out the powers and duties of the township administrator, to be performed under the direction of the board of trustees; and

WHEREAS, James Rowan has resigned as Township Administrator; and

WHEREAS, the Board of Trustees desires to employ Daniel Meloy as Township Administrator pursuant to the contract attached as Exhibit A, and Daniel Meloy desires to agree to such Employment Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE COLERAIN TOWNSHIP BOARD OF TRUSTEES that:

1. The Board of Trustees hereby approves the Employment Agreement of Daniel Meloy to serve as Township Administrator which is attached hereto, incorporated herein and designated Exhibit A.
2. This Resolution shall become effective at the earliest time permitted by law.
3. It is hereby found and determined that all formal actions of this Board concerning and relating to the passage of this Resolution were taken in an open meeting of this Board, and that all deliberations of this Board and any of its committees that resulted in such formal action were taken in meetings open to the public, in compliance with all legal requirements including §121.22 of the Ohio Revised Code.
4. That the Board by a majority vote hereby dispenses with the requirement that this Resolution be read on two separate days and hereby authorizes the adoption of the Resolution upon its first reading.

Mr. Inderhees seconded the Resolution, and the roll being called upon the question of its adoption, the vote resulted as follows:

Vote Record: Mr. Ritter AYE, Mr. Inderhees AYE, Ms. Insko Abstain

ADOPTED this 13th day of September, 2016.

BOARD OF TRUSTEES:

Jeffrey Ritter
Jeffrey Ritter, Trustee

Michael Inderhees
Michael Inderhees, Trustee

Gregory Insko
Gregory Insko, Trustee

ATTEST:

Heather E. Harlow
Heather E. Harlow,
Fiscal Officer

Resolution prepared by and approved as to form:

Lawrence E. Barbieri
Lawrence E. Barbieri (0027106)
5300 Socialville Foster Rd., Suite 200
Mason, OH 45040
(513) 583-4200
Colerain Township Law Director

AUTHENTICATION

This is to certify that this Resolution was duly passed and filed with the Colerain Township Fiscal Officer this 13th day of September, 2016.

Heather E. Harlow
Heather E. Harlow,
Colerain Township Fiscal Officer

EMPLOYMENT AGREEMENT

THIS AGREEMENT dated 9-13-16 is entered into between the Board of Trustees of Colerain Township, Hamilton County, Ohio, hereinafter referred to as the "Board" or "Trustees" and Daniel P. Meloy, hereinafter sometimes referred to as "Employee".

WITNESSETH:

WHEREAS, the Board desires to employ the services of the Employee as Township Administrator of Colerain Township as provided by Sections 505.031 and 505.032 of the Ohio Revised Code; and

WHEREAS, Employee desires to accept employment as Township Administrator of Colerain Township.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

Section 1. Duties

The Board hereby employs the Employee as Township Administrator of Colerain Township to perform the functions and duties specified in Sections 505.031 and 505.032 of the Ohio Revised Code, and in the job description for said position, and to perform all other legally permissible and proper duties and functions as the Board shall from time to time assign. The Employee is normally expected to maintain office hours from 8:00 a.m. to 4:30 p.m., Monday through Friday. The Employee is normally expected to attend all meetings of the Board of Trustees.

Section 2. Term

The term of this agreement shall begin on September 13, 2016 and shall remain in effect until December 31, 2017 unless sooner terminated pursuant to Section 3 of this Agreement. During the first year of the contract, employee shall be on probation. The provisions of Section 3(A) of this Agreement do not apply during the probationary period or in the event the Agreement expires by its terms. In the event the parties mutually desire to extend the employment relationship beyond December 31, 2017, they shall exercise best efforts to discuss terms during the period beginning 90 days prior to the termination date and enter into a revised Agreement consistent with such discussions.

Section 3. Termination and Severance Pay

A. In the event Employee is terminated by the Board before the expiration of the term of this agreement, without just cause, and during such time that Employee is willing and able to perform his duties under this agreement, the Board agrees to continue to pay Employee's salary for a period of twelve (12) months after the date of termination and to continue health insurance coverage for a period of twelve (12) months (or in the event Employer is not able to maintain Employee's health insurance coverage pursuant to the terms of the plan, then Employer shall pay to Employee for a period of twelve (12) months the cost of health insurance premiums at a rate that will continue substantially similar health benefits for Employee as provided under the plan), plus the cash value of any accrued vacation time. The parties agree that the within severance pay

provision shall constitute Employee's sole and exclusive remedy for termination without just cause.

B. In the event Employee is terminated by the Board before the expiration of the term of this agreement with just cause, the Board shall have no obligation to pay the severance sum set forth in Section 3.A.

C. In the event that the Board refuses, at any time during the term of this agreement, following written notice, to comply with any provision benefiting Employee herein, or Employee resigns following a suggestion by the Board that he resign, then the Employee may, at his option, be deemed to be "terminated without just cause" at the date of such refusal to comply, or suggestion within the meaning and context of the severance pay provision herein contained.

D. In the event Employee desires to voluntarily resign his position with the Board before the expiration of the above term of this employment, then Employee shall give the Board twenty-one (21) days' notice in advance, unless the parties agree otherwise in writing. In the event Employee voluntarily resigns his position, he shall not be entitled to the severance pay provisions contained in Section 3(A) hereof.

E. For the purposes of Section 3. hereof, "just cause" shall mean incompetence, inefficiency, dishonesty, drunkenness, criminal or immoral conduct, insubordination, discourteous treatment of the public, neglect of duty, failure of good behavior, any breach of employee's duties under this agreement or any other act of misfeasance, malfeasance or nonfeasance in office.

Section 4. Compensation

The Board agrees to pay Employee for his services rendered pursuant hereto at an annual rate of \$125,000 payable on a bi-weekly basis at the same time as other employees of the Board are paid. Said annual compensation shall be reviewed annually by the Board of Trustees, on or about January 1st of each year. While it is recognized that the Employee must devote considerable time outside the normal working hours to the business of the Board, no additional compensation will be granted to the Employee for such additional time.

Section 5. Benefits

The Employee shall be entitled to such other benefits as the Board provides to other employees of the Board including health insurance, dental insurance, vision insurance, life insurance, PERS, vacation, personal, and sick leave, as provided in the Colerain Township Employee Personnel Policies. Accumulated, unused vacation and sick leave will be subject to the policies adopted by the Board for all nonunion township employees. In addition, the Township shall pick up and pay the employee's contribution to PERS to be treated as a fringe benefit.

Section 6. Automobile Stipend

In lieu of providing the employee with a Township vehicle and/or paying mileage for business related purposes, the Board agrees to pay an automobile stipend in the amount of \$500 per month to be treated as a fringe benefit.

Section 7. Indemnification

The Board shall defend, hold harmless and indemnify Employee against any tort, professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the reasonable performance of Employee's duties as Township Administrator.

Section 8. Amendments

This Agreement may be modified or amended at any time by mutual written consent of the parties hereto.

Section 9. Severability

If any part of this agreement is found to be unconstitutional or unenforceable by a Court of competent jurisdiction, or legislative or administrative tribunal, then such decisions or legislation shall apply only to the specific provision of this agreement. The parties hereto will meet and discuss the abrogated provision. The remainder of the agreement shall remain in full force and effect to the extent reasonable in light of the abrogated provisions.

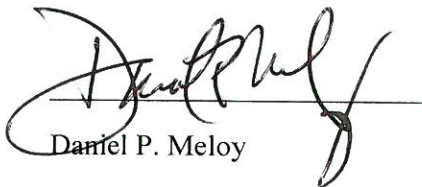
Section 10. Review

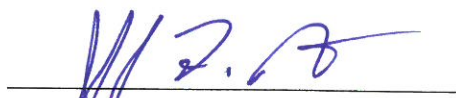
The Board and Employee shall exercise best efforts to review Employee's performance hereunder not less frequently than annually during the term of this Agreement.

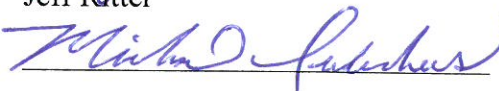
IN WITNESS WHEREOF, the parties have executed this agreement on the 13th day of September, 2016.


Employee:

BOARD OF TRUSTEES



Daniel P. Meloy


By: Jeff Ritter


By: Michael Inderhees


By: Greg Insko

Prepared by and approved as to form:


Lawrence E. Barbieri, Law Director