

RESOLUTION NO. 5 OF 2016

**MOTION TO PASS RESOLUTION #5 TO DOCUMENT THE GRANTING OF DEPOSIT
AUTHORITY TO ESSA BANK**

Adopted at a regular monthly meeting of the Plymouth Borough Council held on February 9,
2016.

BOROUGH OF PLYMOUTH

By: *Gary Kochinski*

GARY KOCHINSKI,

President of Borough Council

ATTEST:

Holly Spece

HOLLY SPECE, Borough Secretary/Treasurer

RESOLUTION OF CORPORATIONS, PARTNERSHIPS & LLCs

DATE:

TO: NAME AND ADDRESS OF FINANCIAL INSTITUTION ESSA Bank & Trust 1065 HWY 315 WILKES-BARRE, PA 18702-0000 (570)825-9800	FROM: NAME AND ADDRESS OF ENTITY PLYMOUTH BOROUGH 162 W SHAWNEE AVE PO BOX 246 PLYMOUTH, PA 18651-0246
--	--

Use this *Resolution of Corporations, Partnerships and LLCs* to document the granting of Deposit authority by the governing body of the business entity to specified individuals. This form may be used by legal entities, such as corporations, professional corporations, general partnerships, limited partnerships, limited liability partnerships, and limited liability companies.

Words, numbers or phrases preceded by a are applicable only when marked, i.e., .

I certify that I am a duly and legally elected/appointed, qualified representative and keeper of the records ("Designated Representative") of/for the legal entity ("Entity") named above, that the following is a true and complete copy of a Resolution duly adopted at a meeting of the governing body of the Entity held on the _____ day of _____ in accordance with law and the governing documents of the Entity, and that my delivery of this Resolution to Financial Institution certifies to Financial Institution that such Resolution is still in full force and effect.

This is a For Profit Nonprofit Entity.

IT IS RESOLVED THAT:

The following described officers, members, managers, partners, employees, designated parties or agents of the Entity referred to below as "Authorized Signers", whose names and signatures appear below, are authorized for and on behalf of the Entity to have the following indicated powers as contained in this Resolution:

DEPOSITORY ACCOUNT. Perform the following for the account(s) indicated on Page 2, in the name of the Entity, subject to any terms and conditions governing the account(s), such as:	Authorized Signers
1. Open and maintain the account(s);	_____
2. Make deposits to the account(s);	_____
3. Endorse for negotiation, negotiate, and receive the proceeds of any negotiable instrument, check, draft, or order for the payment of money payable to or belonging to the Entity by writing, stamp, or other means permitted by this Resolution without the designation of the person endorsing;	_____
4. Make withdrawals from the account(s) in any manner permitted by the account(s);	_____
5. Transfer funds from the account(s) in Financial Institution to any account whether or not held at this Financial Institution and whether or not held by this Entity;	_____
6. Transfer funds to the account(s) in Financial Institution from any account whether or not held at this Financial Institution and whether or not held by this Entity;	_____
7. Approve, endorse, guarantee, and identify the endorsement of any payee or any endorser of any negotiable instrument, check, draft or order for the payment of money whether drawn by the Entity or anyone else and guarantee the payment of any negotiable instrument, check, draft, or order for the payment of money; and	_____
8. Delegate to others the authority to approve, endorse, guarantee, and identify the endorsement of any payee or endorser on any negotiable instrument, check, draft, or order for the payment of money and to guarantee the payment of any such negotiable instrument, check, draft, or order for the payment of money.	_____
9. All of the above.	_____ <u>ANY 2 OF 4</u>
SAFE DEPOSIT BOX. Lease a Safe Deposit Box(es) with Financial Institution, make inspections of, deposits to and removals from Box(es), and exercise all rights and be subject to all responsibilities under the Lease.	_____ <u>N/A</u>
NIGHT DEPOSITORY. Enter into a Night Depository Agreement with Financial Institution and exercise all rights and be subject to all responsibilities under the Agreement.	_____ <u>ANY 2 OF 4</u>
LOCK BOX. Enter into a Lock Box Agreement with Financial Institution and exercise all rights and be subject to all responsibilities under the Agreement.	_____ <u>N/A</u>
DEBIT CARD/ATM CARD. Apply for, receive and utilize debit cards, automated teller machine cards, or other access devices to exercise those powers authorized by this Resolution or other Resolutions then in effect.	_____ <u>N/A</u>
CASH MANAGEMENT. Enter into a Cash Management Agreement with Financial Institution, and exercise all rights and be subject to all responsibilities under the Agreement.	_____ <u>3,4</u>
OTHER AUTHORITY- describe:	_____ <u>N/A</u>

Further, this Resolution continues on Page 2 of this document, and all of the power and authority granted are incorporated in this Resolution.

RESOLUTION APPLIES TO (check all that apply): ALL ACCOUNTS SAFE DEPOSIT BOX NUMBER(S):
 ALL FUTURE ACCOUNTS SPECIFIC ACCOUNTS - NUMBER(S): SEE BOTTOM OF PAGE

NAME AND TITLE	SIGNATURE	LIMITATIONS
1. BARBARA FAIRCHILD	(X) <i>Barbara Fairchild</i>	COUNTERSIGNERS:
2. GARY J KOCH	(X) <i>GJK</i>	COUNTERSIGNERS:
3. FRANK COUGHLIN	(X)	COUNTERSIGNERS:
4. HOLLY ANN SPENCER	(X) <i>Holly Ann Spencer</i>	COUNTERSIGNERS:
5.	X	COUNTERSIGNERS:
6.	X	COUNTERSIGNERS:
	X	COUNTERSIGNERS:
8.	X	COUNTERSIGNERS:

SIGNATURE CERTIFICATION. I certify that the foregoing are names, titles, and genuine signatures of the current Authorized Signers of the Entity, authorized by the above Resolution.
 IN WITNESS WHEREOF, I have subscribed my name as Designated Representative of the Entity on the date shown below.

(Signature)
 DESIGNATED REPRESENTATIVE: _____ DATE _____
 GARY J KOCHANSKI

IT IS FURTHER RESOLVED AS FOLLOWS, the Entity certifies to the Financial Institution that:

- Unless specifically designated, each of the Authorized Signers whose signature appears above may sign without the other(s);
- (Select if applicable) **FACSIMILE SIGNATURES.** The Financial Institution shall be entitled to honor and charge the Entity for all such negotiable instruments, checks, drafts, or other orders for payment of money drawn in the name of the Entity, on the indicated account(s), including an order for electronic debit, whether by electronic tape or otherwise, regardless of by whom or by what means a facsimile signature or other non-manual signature (collectively, "Facsimile Signatures") may have been affixed, or electronically communicated, if such Facsimile Signatures resemble the specimens duly certified to or filed with the Financial Institution for any of the named Authorized Signers, regardless of whether any misuse is with or without the negligence of the Entity. The Specimen Facsimile Signature Exhibit, when attached, is incorporated into and is an integral part of this Resolution. The Entity agrees that the duty of maintaining the security of any such Facsimile Signatures or device by which they are affixed is solely that of the Entity. Your authorization notwithstanding, Financial Institution is not obligated to accept or pay any items bearing Facsimile Signatures;
- As used herein, any pronouns relative to the signers for the Entity shall include the masculine, feminine, and neutral gender, and the singular and plural number, wherever the context so admits or requires;
- All items deposited with prior endorsements are guaranteed by the Entity;
- All items not clearly endorsed by the Entity may be returned to the Entity by the Financial Institution or, alternatively, the Financial Institution is granted a power of attorney in relation to any such item to endorse any such item on behalf of the Entity in order to facilitate collection;
- Financial Institution shall have no liability for any delay in the presentment or return of any negotiable instrument or other order for the payment of money, that is not properly endorsed;
- Financial Institution is directed and authorized to act upon and honor any withdrawal or transfer instructions issued and to honor, pay and charge to any depository account or accounts of the Entity, all checks or orders for the payment of money so drawn when signed consistent with this Resolution without inquiring as to the disposition of the proceeds or the circumstances surrounding the issuance of the check or the order for the payment of the money involved, whether such checks or orders for the payment of money are payable to the order of, or endorsed or negotiated by any one or more of the Authorized Signers signing them or such party in their individual capacities or not, and whether they are deposited to the individual credit of or tendered in payment of the individual obligation of any one or more of the Authorized Signers signing them or of any other such party or not;
- Financial Institution shall be indemnified for any claims, expenses or losses resulting from the honoring of any signature certified or refusing to honor any signature not so certified; and
- Notwithstanding any modification or termination of the power of any Authorized Signer of the Entity, this Resolution shall remain in full force and bind the Entity and its legal representatives, successors, assignees, receivers, trustees or assigns until written notice to the contrary signed by, or on behalf of, the Entity shall have been received by the Financial Institution, and that receipt of such notice shall not affect any action taken by the Financial Institution prior to receipt of such notice in reliance on this Resolution.

Additional comments or instructions:
 ALL ACCOUNTS; 0307705717, 0307705725, 0307705733, 0307705741, 0307705759, 0307705775, 0307705783, 0307705791,
 0307705808, 0307705816, 0307705824, 0307705767, 0307705832