

A RESOLUTION AUTHORIZING AND EMPOWERING THE MAYOR AND FINANCE DIRECTOR TO ENTER INTO A WIRE TRANSFER AGREEMENT WITH FIRSTMERIT BANK, N.A., AND AUTHORIZING FUNDS TRANSFERS BY WIRE AND DECLARING AN EMERGENCY

BE IT RESOLVED that the Village of Richfield (referred to hereinafter as "the Corporation") be and it is hereby authorized and empowered to enter into a Wire Transfer Agreement ("the Agreement") (attached as Exhibit "A") with FirstMerit Bank, N.A., 111 Cascade Plaza, Akron, Ohio 44308 ("the Bank"), authorizing funds transfers by wire, such Agreement to contain any and all terms and conditions required by the Bank and agreed to by the officers of this Corporation hereinafter specifically designated and authorized to sign the Agreement; and

BE IT FURTHER RESOLVED that DONALD H. LARSEN
ELEANOR LUKOVICS
(names of authorized officers)

MAYOR

FINANCE DIRECTOR of this Corporation (hereinafter "Authorized Officers"), be and they (office)

are hereby authorized from time to time and at their sole discretion to execute for and on behalf of this Corporation the Agreement authorizing transfers as aforesaid and containing any and all other terms and conditions as they in their sole and uncontrolled discretion deem necessary and proper or desirable in order to transfer funds as aforesaid and to execute or approve such amendments to modifications of any Agreement pertaining to funds transferred by wire from time to time in their sole and uncontrolled discretion.

BE IT FURTHER RESOLVED that the aforesaid Authorized Officers shall be authorized to designate an individual or individuals (hereinafter "Authorized Representative(s)") who shall be authorized to initiate funds transfer by wire, said Authorized Representative(s) to be designated by the aforesaid Authorized Officers on the list of authorized representatives furnished by the Corporation to the Bank pursuant to the aforesaid Agreement, it being expressly within the power and authority of the aforesaid Authorized Officers to change the aforesaid list of Authorized Representatives from time to time in any way or manner in which they deem necessary in their sole and uncontrolled discretion, the Bank being fully authorized to rely upon the authorities of any such Authorized Representatives as named on the most current list.

BE IT FURTHER RESOLVED that the Bank is authorized and requested to accept requests for funds transfers pursuant to the aforesaid Agreement from any one of the Authorized Representative(s), acting alone and individually, without further inquiry and that said Bank shall be fully protected in relying on representations made by any one of the Authorized Representatives without further inquiry.

RESOLUTION NO. 82-1998 (Continued)

BE IT FURTHER RESOLVED that all previous transfers of funds or actions relating to transfers of funds by wire by any officer, employee, or agent of the Corporation are hereby ratified and affirmed.

BE IT FURTHER RESOLVED that the Bank shall rely on these resolutions and the provisions contained herein, including specifically the designation initially and from time to time of Authorized Representatives, which resolutions shall remain in full force and effect and may be relied upon by the Bank until receipt of written notice by the Secretary of the Corporation of their amendment or rescission.

BE IT FURTHER RESOLVED that this Resolution is hereby declared to be an emergency measure necessary for the immediate preservation of the public health, safety and welfare and for the further reason that it is immediately necessary in order to provide wire transfer services as soon as possible; wherefore, provided this Resolution receives the affirmative vote of two-thirds of the members of Council elected or appointed, it shall take effect immediately upon its passage and execution by the Mayor; otherwise, it shall take effect and be in force from and after the earliest period allowed by law.

Passed: October 20, 1998

Michael Lyons
President of Council

Donald W. Larsen
Mayor

Dated: 10/20/98

ATTEST:

Carol Gibson

Clerk of Council


FIRSTMERIT

BE IT FURTHER RESOLVED that the Bank shall rely on these resolutions and the provisions contained herein, including specifically the designation initially and from time to time of Authorized Representatives, which resolutions shall remain in full force and effect and may be relied upon by the Bank until receipt of written notice by the Secretary of the Corporation of their amendment or rescision.

CERTIFICATE

I, Carole Gibson, am the duly-elected and qualified ~~Secretary~~ ^{Clerk of Council} ~~Secretary~~ Clerk) Donald H. Larsen
(name of ~~Secretary~~) Clerk) Donald H. Larsen
of Village of Richfield and do certify that Eleanor Lukovics
(name of Corporation) Mayor / Finance (name of authorized officer)
is the duly-elected, qualified, and acting Director of the Corporation; That the
(office)
foregoing is a true and correct copy of resolution adopted at as meeting of the ~~Board of Directors~~ ^{Council}
of Village of Richfield held in accordance with the charter, bylaws, or other
(name of Corporation)
governing rules of the corporation at 4410 West Streetsboro Road, Richfield, Ohio 44286
(domicile of Corporation)
on the 20th day of October, 19 98; that the above resolutions are in full force and
effect and have not been amended, modified, or rescinded.

Clerk of Council

IN WITNESS WHEREOF, I have affixed my signature as ~~Secretary~~ ^{Secretary} on this, the
21st day of October, 19 98.

Carole Gibson
~~Secretary~~ Clerk of Council



WIRE TRANSFER AGREEMENT

Date: October 14, 19 98

Customer: VILLAGE OF RICHFIELD

Address: 4410 West Streetsboro Road, Richfield, Ohio 44286

hereinafter referred to as "Customer" and FirstMerit Bank, N.A., III Cascade Plaza, Akron, Ohio 44308 hereinafter referred to as "Bank" in consideration of valuable services provided and other consideration, hereby agree to the following terms of this Wire Transfer Agreement ("Agreement").

1. Bank is hereby authorized and directed, whenever Bank receives an instruction which on its face complies with the security procedures established by this Agreement to transfer funds from a Customer account to any account maintained by Customer or any third party designated in the instruction, whether the receiving account is at Bank or any other institution. Bank shall execute such wire transfer instructions in any order convenient to Bank and Bank shall select whatever means for the transfer of funds as Bank in its sole discretion deems appropriate.

2. Orders for one or more transfers of funds may be given to Bank by an authorized agent of Customer whether orally (including via telephone) or in writing (via facsimile transmission, electronic means or otherwise) or by any other communication acceptable to Bank, subject to time deadlines established by Bank. Bank will accept these instructions only from agents listed on the "List of Authorized Agents for the Transfer of Funds" form attached hereto as Exhibit A and made a part hereof. It is Customer's responsibility to promptly inform Bank, in writing, whenever there are deletions/additions to Exhibit A.

3. Bank will act on requests as promptly as possible, having due regard for volume of other requests. Requests received after Bank's cut-off hour, as established from time to time by Bank, shall be treated as received on the next Business Day. "Business Day" shall mean any day other than a Saturday, Sunday, public holiday or any other day on which banking institutions in the city in which Bank has its principal place of business are generally closed and do not conduct general banking business. Bank will act as promptly as possible on any amendment or cancellation request, however, Bank assumes no liability if such amendment or cancellation is not effected.



4. In no event shall Bank be responsible for any loss, claim, liability, or damage for any act, failure to act or delay in performance of Bank's obligations under this Agreement if such act, failure, or delay is caused by natural disaster, fire, war, strike, civil unrest, governmental directive, error in or inoperability of communication equipment or lines, compliance with any governmental rule or regulation or any other circumstance beyond the reasonable control of Bank. Bank shall not be responsible for any loss, claim, liability or damage resulting from the U.S. Office of Foreign Asset Control or similar governmental entity or agency blocking or restraining any funds of Customer. Bank makes no guarantee and assumes no liability for application, availability, or crediting of funds at the receiving depository financial institution.

5. Bank shall have the right to reject or impose conditions that must be satisfied before it will accept a payment order for any reason, including without limitation, Customer's violation of this Agreement, Customer's failure to maintain sufficient withdrawable account balance, or the belief by Bank that the payment order may have not in fact been authorized. If Bank in its discretion makes any transfer that exceeds the amount of Customer's deposit funds, Customer shall be liable for any overdraft amounts plus interest. The payment order may also be rejected by an intermediary or beneficiary's bank other than Bank, or by operation of law. If a payment order is rejected, Bank shall attempt to notify the customer by telephone, in writing or by other means chosen by Bank. The notice shall be effective when given. Bank shall, however, have no liability to Customer by reason of such rejection by another person in the funds transfer chain, or the fact that such notice was not given or was not given at an earlier time. Bank shall have no liability to Customer for failing to notify Customer within any specified period of time of receipt, acceptance, execution, or payment of any payment order.

6. Bank and Customer agree that Bank at its option may implement any of the following security procedures at any time: tape phone conversations; issue confidential access codes/personal identification numbers to assist Bank in identifying individuals requesting funds transfer; issue codes for Repetitive Transfers, such transfers being those transfers that have consistent and unchanging crediting instructions, with only the amount of funds subject to change; call back Customer for verification with another authorized agent; or any other reasonable security procedure. Customer and Bank agree that these security procedures are commercially reasonable. Bank shall modify such security procedures as it, in its sole discretion, deems reasonable. After notice to Customer of such modifications and use of Bank's wire services thereafter, Customer agrees that the security procedures as modified are commercially reasonable. Bank shall be conclusively deemed to have discharged its duties to act in good faith and to exercise ordinary care in determining the authority and correctness of transfer requests if it has followed any of the security procedures provided for in this Agreement or otherwise agreed to by Bank and Customer in writing.

7. Upon establishment of a pattern of transfer of funds, Bank will notify Customer in writing that the transfers are "Repetitive Transfers". Bank shall assign Repetitive Transfer a code to be used by Customer when requesting the Repetitive Transfer. Bank shall not verify any Repetitive Transfers if the appropriate code is given.



8. If Bank chooses to verify any non-Repetitive Transfer, Bank may in its sole discretion refrain from effecting the transfer until such verification is received by Bank. Bank shall be entitled, in its sole discretion, to elect not to execute wire transfer instructions in the event such instructions are inconsistent with information previously supplied to Bank or in general if the Bank reasonably believes that execution of such instructions might result in an unauthorized or erroneous transfer of funds.

9. Should access codes/personal identification numbers be issued by Bank, it is Customer's responsibility to maintain such access codes/personal identification numbers in a confidential and secure manner. Bank shall assume no responsibility nor incur any liability should code security be violated by Customer. Customer shall promptly notify Bank of any misuse, loss, misplacement, theft, unauthorized disclosure or any other circumstance which may threaten the confidentiality or security of any such access code. Bank shall not incur any liability for acting on instructions or verification given by a person purporting to be an authorized agent of Customer.

10. If a transfer request describes the intended beneficiary inconsistently by name and account number, then payment by the beneficiary's bank might be made on the basis of the account number even if it identifies a person different from the named beneficiary. If Customer is the originator of a transfer request containing an inconsistent name and account number, and the beneficiary's bank, including Bank, without knowledge of the inconsistency, makes payment on the basis of the account number, then Customer is obligated to pay the amount which is directed to the account number given.

11. Bank agrees to notify Customer with mail, telephone, or statement advices of charges/deposits to Customer's account(s) for wire activity. It is the Customer's responsibility to examine statements and mail advices upon receipt and to notify Bank within thirty (30) calendar days from the date the statement or other advice containing any discrepancy, irregularity or unauthorized transfer is mailed or otherwise made available to Customer by Bank. Failure of Customer to so notify Bank shall relieve Bank of any liability with respect to any such discrepancy or irregularity or unauthorized transfer.

12. Bank may impose wire transfer fees as a charge directly to Customer's account(s) or otherwise. Customer agrees that these charges may be established and changed from time to time by Bank at its discretion and Customer agrees to pay such fees.

13. This Agreement and all transactions pursuant hereto shall be governed by the laws of the State of Ohio and by Regulation J (12 C.F.R. 210). Unless the context requires otherwise, any terms not defined herein shall have the meanings set forth in Chapter 1304 of the Ohio Revised Code.



14. If a dispute arises between Customer and Bank with respect to one or more terms of any transfer initiated, amended, or confirmed by telephonic communication, then any electronic recording of the telephonic communication maintained by Bank in the ordinary course of business shall be conclusive as to the terms of the transfer request in dispute.

15. This Agreement may be canceled, with or without cause, by Bank or Customer. Such cancellation shall occur immediately after receipt of the written notification of cancellation request, provided however, that this Agreement shall remain in effect with respect to all transactions hereunder that occur prior to the termination.

16. All notices hereunder shall be in writing (unless stated otherwise) and directed to the addresses set forth above or to such other address as the parties hereto shall provide each other in writing. Notices to Bank shall be addressed to the attention of the Wire Transfer Department.

17. This Agreement, together with any exhibits hereto or fee schedules or additional written agreements in connection herewith or subsequent hereto, constitutes the entire agreement of the Bank and Customer and supersedes any and all other agreements, written or oral, between the parties with respect to the subject matter thereof.

18. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors and assigns provided that Customer may not assign this Agreement or any rights or obligations hereunder. To the extent services hereunder are performed by any of Bank's affiliates, including but not limited to its affiliate banks and its parent holding company, the provisions of this Agreement and all documents or exhibits in connection herewith shall create contractual rights, duties and obligations with respect to said affiliates the same as if such affiliates are signatories hereto.

19. Bank shall be required to perform only the services expressly provided in this Agreement. Bank shall not be liable for any consequential or indirect damages, special damages, or punitive damages in connection with this Agreement or the services provided hereunder. Customer agrees to indemnify Bank against, and hold Bank harmless from, any and all losses, costs, damages, and expenses (including reasonable attorney's fees) arising directly or indirectly from, or relating in any manner to, any actions taken by Bank which were reasonably believed by Bank to be taken pursuant to this Agreement, including, but not limited to, actions taken by Bank to amend or cancel any funds transfer instructions or any decision by Bank to effect or not to effect a transfer as provided in this Agreement, or any other action taken by Bank in good faith pursuant to its responsibilities under this Agreement.



20. Upon Customer's request, Bank agrees to transmit funds to a foreign country in United States Dollars, or in such other available currency as Customer may request. Customer acknowledges that it may not be within Bank's control to cause payment to the final recipient to be made in United States Dollars or in such other currency requested by Customer, and Customer agrees to assume the risk of any loss due to the rate of exchange between currencies in the event the transfer is converted into another currency. Bank shall convert to United States Dollars any transfer in a currency other than United States Dollars received by Bank for the account of Customer, at the prevailing market rate of exchange for conversion to United States Dollars from such other currency.

This Agreement is entered into as of the date written above.

VILLAGE OF RICHFIELD
Customer

FirstMerit Bank, N.A.

By: Donald H. Larsen,
Title: Mayor

By: _____
Title: _____

By: Eleanor Lukovics
Title: Finance Director



**EXHIBIT A TO WIRE TRANSFER AGREEMENT
LIST OF AUTHORIZED AGENTS FOR THE TRANSFER OF FUNDS**

Customer: Village of Richfield
 Address: 4410 West Streetsboro Road, Richfield, Ohio 44286

| | |
|---------------------|-----------------------------|
| Account Number(s): | Account Title(s): |
| 1. <u>6000 7460</u> | <u>VILLAGE OF RICHFIELD</u> |
| 2. _____ | _____ |
| 3. _____ | _____ |
| 4. _____ | _____ |
| 5. _____ | _____ |

The following individuals are permitted to initiate and/or verify wire transfer instructions on behalf of the above-named customer:

| Typed Name | Signature | Phone | Initiate | Verify | Max Amt (Optional) | PIN |
|-------------------------|-----------|-------------------------------------|----------|----------|-----------------------|-------|
| <u>Eleanor Lukovics</u> | _____ | <u>330 659-9201 Ext..#2</u> | <u>X</u> | <u>X</u> | _____ | _____ |
| _____ | _____ | _____ | _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ | _____ | _____ | _____ |
| _____ | _____ | <u>Mayor</u> | _____ | _____ | _____ | _____ |
| _____ | _____ | <u>Finance Director</u> | _____ | _____ | _____ | _____ |

Authorized Signature _____ Title _____
 Code (optional): _____ Date 10/14/98
 For Bank Use: _____
 Received By: _____
 Date Received: _____

WAIVER AGREEMENT

_____(Customer) hereby requests that FirstMerit Bank, N.A. ("Bank") not verify any non-repetitive transfers by callbacks even though this procedure is commercially reasonable. Customer understands that upon Customer's request, Customer and Bank may agree in writing to less protective security procedures. Customer understands that by rejecting Bank's preferred security procedures, Customer is accepting a higher degree of risk of an unauthorized or erroneous transfer and agrees to be bound by any payment order resulting therefrom. In consideration of this request, Customer agrees to indemnify Bank and hold it harmless from all liability, loss and expense which may occur by reason of such transfers being unauthorized or erroneous.

| | |
|----------------------|-------|
| _____ | _____ |
| Authorized Signature | Title |
| _____ | _____ |
| Customer | Date |