



Board of Public Works & Safety and Stormwater Board

Regular Meeting Agenda

2:00 p.m., August 22, 2022

Goshen Police & Court Building, 111 East Jefferson Street, Goshen, Indiana

To access online streaming of the meeting, go to <https://goshenindiana.org/calendar>

Call to Order by Mayor Jeremy Stutsman

Approval of Minutes: August 15, 2022

Approval of Agenda

- 1) Event requests:** Street closures, traffic control and no parking areas for the 24th Annual Riding to Remember Police, Firefighter and Veteran Charity Ride, Sept. 11, 2022
- 2) Business request:** Closure of City parking lot north of Janus Motorcycles in the 200 block of Fifth Street, Sept. 30-Oct. 2, 2022, for the annual owners rally
- 3) Legal Department:** Resolution 2022-27, Hardship Collection Services Policy
- 4) Legal Department:** Agreement with Peterson Consulting Services, Inc. to assist the City with financial reporting related to capital assets
- 5) Engineering Department:** Approve the partial closure of Indiana Avenue, Aug. 24-Sept. 9, 2022, for work by Ancon Construction on the Indiana Avenue Apartments
- 6) Engineering Department:** Approve lane restrictions on Rieth Boulevard, Aug. 23-26 and Aug. 29-Sept. 1, 2022 for Chipotle restaurant work by Ritschard Brothers Construction
- 7) Engineering Department:** Approve lane restrictions on various streets, Aug. 29-Sept. 2, 2022, for fiber conduit installation by TCS Communications, LLC
- 8) Clerk-Treasurer's Office request:** Approve City of Goshen banking services agreement with 1st Source Bank for 2022-2024



CITY OF GOSHEN STORMWATER BOARD

Regular Meeting Agenda

2:00 p.m., August 22, 2022

Goshen Police & Court Building, 111 East Jefferson Street, Goshen, Indiana

Members: Mayor Stutsman, Mike Landis and Mary Nichols

9) Stormwater Department: Accept the post-construction stormwater management plan for Ecko Transit, LLC

Privilege of the Floor

Approval of Civil City and Utility Claims

Adjournment



BOARD OF PUBLIC WORKS & SAFETY & STORMWATER BOARD

MINUTES OF THE August 15, 2022 REGULAR MEETING

Convened at 2 p.m. at Goshen Police & Court Building, 111 East Jefferson Street, Goshen, Indiana

Present: Mayor Jeremy Stutsman and members Mike Landis, Mary Nichols, DeWayne Riouse and Barb Swartley

Absent: None

CALL TO ORDER: Mayor Stutsman called the meeting to order at 2:00 p.m.

REVIEW/APPROVE MINUTES: Mayor Stutsman presented the minutes of the Aug. 8, 2022 regular meeting. Board member Barb Swartley moved to approve the minutes as presented and the motion was seconded by Board member Mike Landis. Motion passed 5-0.

REVIEW/APPROVE AGENDA: Mayor Stutsman presented the meeting agenda with the deletion of item #6. *Legal Department: Resolution 2022-27, Hardship Collection Services Policy*, and the addition of two agenda items: #8. *Legal Department: Request to approve additional services agreement with Flock Group* and #9. *Street Department: Request to close Logan Street for railroad crossing repair, Aug. 22-24, 2022.* Board member Swartley moved to approve the agenda as suggested and Board member Landis seconded the motion. Motion passed 5-0.

1) Fire Department request: Hire John M. Kauffman as a probationary firefighter

Goshen Fire Chief Danny Sink asked the Board to approve the hiring of John M. Kauffman as a probationary firefighter for the Goshen Fire Department effective today, Aug. 15, 2022. Chief Sink said Kauffman has passed all of the pension requirements for the State of Indiana.

Swartley/Landis moved to approve the hiring of John M. Kauffman as a probationary firefighter for the Goshen Fire Department effective today, Aug. 15, 2022. Motion passed 5-0. After the hiring was approved, Mayor Stutsman swore John M. Kauffman into office.

2) Fire Department request: Hire Matthew W. Pilling as a probationary firefighter

Goshen Fire Chief Danny Sink asked the Board to approve the hiring of Matthew W. Pilling as a probationary firefighter for the Goshen Fire Department effective today, Aug. 15, 2022. Chief Sink said Pilling has passed all of the pension requirements for the State of Indiana.

Swartley/Landis moved to approve the hiring of Matthew W. Pilling as a probationary firefighter for the Goshen Fire Department effective today, Aug. 15, 2022. Motion passed 5-0. After the hiring was approved, Mayor Stutsman swore Matthew W. Pilling into office.



3) Legal Department: Acceptance of Easement from Green Oaks of Goshen, LLC

Shannon Marks, the Legal Compliance Administrator for the City Legal Department, asked the Board to accept the easement for Goshen City utility purposes from Green Oaks of Goshen, LLC, and authorize the Mayor to execute the acceptance. She said the easement is for Goshen City utility purposes along the south side of Johnston Street. **Swartley/Landis moved to accept the easement for Goshen City utility purposes from Green Oaks of Goshen, LLC, and authorize the Mayor to execute the acceptance. Motion passed 5-0.**

4) Legal Department: Approve and authorize Mayor Stutsman to execute the Agreement with New Avenues Inc. to provide the expansion of services of the employee assistance program

Carla Newcomer, a paralegal with the City Legal Department, asked the Board approve and authorize Mayor Stutsman to execute an agreement with New Avenues Inc. to provide an expansion of services of the employee assistance program for 2023 to provide full services to Goshen Police Department employees.

Newcomer said attached to the agenda packet for the Board's approval, and authorization for Mayor Stutsman to execute, was an agreement with New Avenues Inc. to provide Goshen Police Department with an expansion of services under the employee assistance program for 2023 to include full services for employees. She said the Police Department wants to offer these services to its employees because of the nature of their job and the exposure officers have to critical incidents that include emotional and physical trauma. This contract is to begin Jan. 1, 2023 and continue through and including Dec. 31, 2023. The City will pay New Avenues a total annual cost of \$3,573 for this additional full services contract. **Mayor Stutsman thanked Police Chief Jose Miller and Assistant Chief Shawn Turner** for bringing this opportunity to the City's attention.

Swartley/Landis moved to approve and authorize Mayor Stutsman to execute the Agreement with New Avenues Inc. to provide and expansion of services of the employee assistance program for 2023 to provide full services to Goshen Police Department employees. Motion passed 5-0.

5) Legal Department: Agreement with AquaResource for software for backflow tracking at the Water and Sewer Department

Carla Newcomer, a paralegal with the City Legal Department, asked the Board to approve and authorize Mayor Stutsman to execute the agreement for AquaResource Software for Backflow Tracking at the Water and Sewer Department. Newcomer said there are 1,500 backflow devices and AquaResource will be paid \$5.00 for the software for each device, plus a one-time host implementation fee of \$500.00 for a total amount of \$8,000.00.

Swartley/Landis moved to approve and authorize Mayor Stutsman to execute the agreement for AquaResource Software for Backflow Tracking. Motion passed 5-0.

6) Water & Sewer Office: Request to approve unpaid final accounts

Kelly Saenz, Manager of the Goshen City Utilities Office, asked the Board to move the office's uncollected final accounts from active to Collection, Sewer Liens and Write offs. She reported that the original amount of unpaid final Water/Sewer accounts for this period, through May 3, 2022, was \$4,249.00. Collection letters were sent out and payments of \$1,278.43 were collected. The uncollected amount was \$2,970.57.

Swartley/Landis moved to move the Goshen Water and Sewer Office's uncollected finaled accounts from active to Collection, Sewer Liens and Write offs. Motion passed 5-0.



7) Engineering Department: Approve the closure of College Avenue, east of Century Drive, from August 16 through September 23, 2022

City Director of Public Works & Utilities Dustin Sailor asked the Board to approve the closure of College Avenue, east of Century Drive, from Aug. 16 through Sept. 23, 2022.

Sailor said NIPSCO has notified the City Engineering Department of a requested road closure for work associated with the site development and infrastructure improvements along east College Avenue. The company has requested that College Avenue, east of Century Drive, to be closed to traffic from Aug. 16 through Sept. 2, 2022. It is intended that the maintenance of traffic plan for the remainder of the project improvements will be implemented upon NIPSCO's completion of their utility work.

Swartley/Landis moved to approve the closure of College Avenue, east of Century Drive, from Aug. 16 through Sept. 23, 2022. Motion passed 5-0.

8) Legal Department: Request to approve additional services agreement with Flock Group, Inc.

City Attorney Bodie Stegelmann asked the Board to approve an additional services agreement with Flock Group, Inc. for a three-year period for a total of \$78,500.00 and authorize Assistant Police Chief Shawn Turner to sign on behalf of the City of Goshen.

Stegelmann said the City Police Department previously entered into an agreement with the Flock Group, Inc. for the provision of law enforcement investigation equipment and services. He said **Mayor Stutsman** procured a grant to fund additional equipment and services for a three-year period for a total cost of \$78,500.

Swartley/Landis moved to approve an additional services agreement with Flock Group, Inc. for a three-year period for a total of \$78,500.00 and authorize Assistant Police Chief Shawn Turner to sign on behalf of the City of Goshen. Motion passed 5-0.

9) Street Department: Request to close Logan Street for railroad crossing repair, Aug. 22-24, 2022

City Street Commissioner David Gibbs asked the Board to approve the partial closure of Logan Street, from Aug. 22-24, 2022, for railroad crossing repairs. Gibbs said that on Aug. 22, 2022, the Street Department will be working with Brunk Corporation's contractor to repair the Logan Street railroad crossing. He requested the closure of Logan Street from Aug. 22-24, 2022. He added that the detour will be Monroe Street to Blackport Drive to Lincoln Avenue. **Mayor Stutsman** jokingly asked if the Street Department still had barricades available. Gibbs said it did.

Swartley/Landis moved to approve the closure of Logan Street, from Aug. 22-24, 2022, for railroad crossing repairs. Motion passed 5-0.

CITY OF GOSHEN STORMWATER BOARD

Regular Meeting Agenda

2:00 p.m., August 15, 2022

Goshen Police & Court Building, 111 East Jefferson Street, Goshen, Indiana

Members: Mayor Jeremy Stutsman, Mike Landis and Mary Nichols



Mayor Stutsman convened the Stormwater Board meeting at 2:13 p.m. to consider the following item:

9) Stormwater Department: Accept the post-construction stormwater management plan for Taco Bell City Director of Public Works & Utilities Dustin Sailor asked the Board to accept post-construction stormwater management plan for Taco Bell as it has been found to meet the requirements of City Ordinance 4329. Sailor said the developer of Taco Bell, affecting one (1) or more acres of land and located at 1822 LIncolnway East, has submitted a sufficient post-construction plan that is compliant with Ordinance 4329, "Uniform Requirements for Post-Construction Stormwater Management." Nichols/Landis moved to accept post-construction stormwater management plan for Taco Bell as it has been found to meet the requirements of City Ordinance 4329. Motion passed 3-0.

With the Stormwater Board agenda item completed, Mayor Stutsman closed the Stormwater Board meeting at 2:14 p.m. and resumed the Board of Works & Safety meeting.

Privilege of the Floor (opportunity for public comment for matters not on the agenda):

Mayor Stutsman opened Privilege of the Floor at 2:14. p.m.

There were no public comments, so Mayor Stutsman closed Privilege of the Floor at 2:14 p.m.

As all matters before the Board of Public Works & Safety were concluded, Mayor Stutsman/Board member Landis moved to approve Civil City and Utility claims and adjourn the meeting. Motion passed 5-0.

Mayor Stutsman adjourned the meeting at 2:14 p.m.

EXHIBIT #1: Memorandum and an additional services agreement, dated Aug. 15, 2022, from City Attorney Bodie Stegelmann to the Board seeking approval of the additional services agreement with Flock Group, Inc. for the provision of law enforcement investigation equipment and services to the Goshen Police Department. The total cost of the additional services agreement: \$78,500.

EXHIBIT #2: Memorandum, dated Aug. 15, 2022, from City Street Commissioner David Gibbs to the Board to seeking approval for the partial closure of Logan Street, from Aug. 22-24, 2022, for railroad crossing repairs.

APPROVED

Jeremy Stutsman, Chair



Michael Landis, Member

Mary Nichols, Member

DeWayne Riouse, Member

Barb Swartley, Member

ATTEST

Richard R. Aguirre, City of Goshen Clerk-Treasurer

August 12th, 2022
Goshen Board of Works

Dear Board of Works Members,

This letter formally **requests road closures, traffic control, and designated no parking areas for the 24th Annual Riding to Remember Police, Firefighter, and Veteran Charity Ride being held Sunday September 11th, 2022.** This event is a 72-mile police escorted ride arriving in Goshen at approximately 1:40PM with an estimated 1000 motorcycles in attendance.

The ride will enter Goshen from the south on SR 15 (Main St), turning east on 5th Street transitioning north on 5th Street. The procession will stop at Lincoln Ave where riders will park and dismount (30 minutes). The participants will walk to the area in front of Goshen Police Department for a memorial service (2:10 PM) that will last approximately 30 minutes. Upon conclusion of the memorial service participants will re-mount their motorcycles (20 Minutes) for the remainder of the event (3 PM). The ride will exit the city of Goshen traveling west on Lincoln Ave, north on N 3rd St. Therefore, we are requesting the following:

• INBOUND: State Road 15 (S Main Street)

- Traffic control at all intersections from Southern Goshen City limits to Lincoln Ave (PARKING)

• Traffic control and road closure – (NO PARKING POLICE ORDER SIGNAGE)

- Motorcycle Parking Only
- 5th Street
- North of E Madison Street to Lincoln Ave-Motorcycles arriving at approximately 1:40PM.
- Overflow Parking: 5th Street South of E Madison Street to Purl Street

• Traffic control and road closure (NO PARKING POLICE ORDER SIGNAGE)

- Memorial Venue: Goshen Police Department
- E Jefferson between S Main Street and 5th Street (100 block E Jefferson Street)

• OUTBOUND:

- Traffic control and road closure at all intersections leaving Goshen west on Lincoln Ave turning North on N 3rd St (SR15) until all riders exit the Northern City limits.

We ask that you approve this request as stated above for Sunday September 11th, 2022 in order for participants to safely honor all local current/former law enforcement officers, firefighters, and veterans including those who have paid the ultimate sacrifice.

Respectfully,

James Ballard (President)
Blue Knights IN VIII Law Enforcement Motorcycle Club (574-360-7152)
Chairman: Riding to Remember Fallen Police, Firefighter, and Veteran Charity Ride

Street Closures for Memorial Service:

5th Street from Lincoln Ave to Madison Street

Overflow: 5th Street South to Monroe Street

Jefferson Street from Main Street to 6th Street

Of course, there will be delays along the route as motorcycles traverse it.

RIDING TO REMEMBER FALLEN POLICE, FIREFIGHTER, & VETERAN

CHARITY RIDE ROUTE

ESTIMATED TIMES OF ARRIVAL TO EACH TOWN/CITY
CITIZENS ARE RECOMMENDED TO ARRIVE 15 MINUTES PRIOR TO EACH ESTIMATED ARRIVAL
TIME IN THEIR CITY / TOWN TO ENSURE OBSERVATION OF RIDE
SUNDAY
September 11, 2022

STAGING & REGISTRATION FROM 10 am – 12:15 pm @ HOOSIER HARLEY DAVIDSON

STAGING ON CR7 FACING SOUTHBOUND FROM BRISTOL STREET TO HALLIE ROAD

MOTORCYCLISTS ARE REQUIRED TO APPROACH VENUE SOUTH ON CR 7 FROM CR 6 (NO EXCEPTIONS)

RIDE LEAVES HHD 720 W. Bristol Street at 12:30pm

ELKHART (Departs at 12:30 P)

Right on Bristol Street (CR10) turning South into Nappanee Street (SR 19)

Right on Mishawaka Road (CR 20)

Left on County Road 3 (Coverage Baugo Fire Department)

County Road 3 veers off left at CR 24 outside of Jimtown

Continue South on CR3 (Coverage Baugo Fire Department)

Right on CR 28 (Coverage Baugo Fire Department)

Left on CR 3 (Coverage Baugo Fire Department)

Elkhart Police Department Lieutenant: [Wayne Bias Wayne.bias@elkhartpolice.org](mailto:Wayne.bias@elkhartpolice.org)

Elkhart Fire Department Chief: [Shaun Edgerton Shaun.edgerton@elkhartfire.org](mailto:Shaun.edgerton@elkhartfire.org)

Baugo Fire Chief: [Brian Gonzales \(293-0780 or 574/971-6520\) Brian.gonzales69@gmail.com](mailto:Brian.gonzales69@gmail.com)

WAKARUSA: Estimated arrival 1pm / 30 MINUTES

Continue South on CR 3 to downtown Wakarusa

CAUTION – Road apples

Right CR 42 (Caution Quick sharp turn)

Left CR 3 (Arnot Street)

[Coverage by Wakarusa Marshal/Wakarusa Fire](#)

North Elkhart & Sycamore

North Elkhart & Waterford

South Elkhart & Harrison

CAUTION: CR3 & CR46 East/West cross traffic does not stop (Coverage Foraker Township FD)

CAUTION: CR3 & CR50 FOUR WAY STOP (Coverage Foraker Township FD)

Wakarusa Fire Chief: Kameron Brubaker 574/536-3024 burbakerlawncare@hotmail.com

Wakarusa Deputy Marshal: Tim Hershberger (574/320-1654 or 574/862-4200)

Wakarusapd@wakarusapolice.com

Foraker Fire Chief: Doug Hochstetler (574/831-2293) drhoch96@gmail.com

NAPPANEE: Estimated arrival 1:10pm / 10 MINUTES

Left on US Hwy 6

Left on SR15 (Coverage New Paris Fire Department)

Nappanee Police Chief: Steve Rulli (574/773-4111) srulli@nappaneepolice.com

Nappanee Fire Chief: Don Lehman (574/773-2111) Dlehman@nappanee.org

Nappanee Police & Fire to provide traffic control at intersections within their jurisdiction

New Paris Fire Department Chief: Bill Dunlap 574/536-2971 npfire@bnin.net

GOSHEN: Estimated arrival 1:40pm / 30 MINUTES

GOSHEN: Estimated arrival 1:40pm / 30 MINUTES

SR 15 Northbound (Main Street)

Right on 5th Street (Library) transitioning North on 5th Street

STOP at Lincoln Avenue (DISMOUNT – 30 MINUTES / Bike Parking both North & South of Madison Street)

MEMORIAL CEREMONY AT GOSHEN POLICE DEPARTMENT (2:10 P – 2:40 P APPROX. 30 MINUTES)

END OF CEREMONY MOUNT MOTORCYCLE (2:40 P – 2:55 P APPROXIMATELY 15 MINUTES)

START OF 2ND LEG OF ROUTE BEGINS AT 2:55 P

Left on Lincoln Avenue

Right on N 3rd Street (SR15)

Right on CR126 (Coverage Jefferson Township Fire Department SR15 & CR126)

Right on CR27 (Coverage Jefferson Township Fire Department CR126 & CR27)

Left on CR22 - Orpha Drive (Coverage Jefferson Township Fire Department CR27 & CR22)

Coverage needed by Goshen PD, Emergency Management, or Goshen Fire at

SR15 & CR40

SR15 & Waterford Mills Parkway

SR15 & CR38 (Kercher Road)

SR15 High Park Ave

SR15 & Westwood

SR15 & College Avenue

SR15 & Plymouth Ave

SR15 & Madison St

3rd/ Jefferson

3rd/ Washington St

3rd / Lincoln Ave

3rd/Clinton St

3rd/Pike St

SR15 & Wilden Avenue

Goshen Fire Chief: Dan Sink (574/533-7878) dannysink@goshencity.com

Goshen Police Chief: Jose Miller – Josemiller@goshencity.com

Goshen Police RTR Liaison: Jeff Schrock (574/361-1550) Scubapd@aol.com

Jefferson Township Fire Chief: Greg Swank (574/533-0621) gswank@cranecomposites.com

MIDDLEBURY: Estimated arrival 3:10p / 15 MINUTES

Left on SR13 (Main street)

Left on CR 8 (Bristol Ave)

CR 8 into Bristol (CR8 = E. Elkhart Street)

Coverage needed by Middlebury Marshal/Middlebury Fire Department

CR22 and US20

CR22 and IN13

IN13 & CR8

CR8 and CR35

Middlebury Deputy Marshal: Robert Baker (574/536-8842) rbaker@middleburypolice.com

Middlebury Fire Chief Jeff Wogoman (574/825-1484 or 825-1492) Jeffwogoman101@gmail.com or
Jeffwagoman@goshencity.com

BRISTOL: Estimated arrival between 3:25 P / 15 MINUTES

Right on Chaptoula Street

Left on East Vistula Street turning into West Vistula Street (SR 120)

Coverage needed by Bristol Marshal/Bristol Fire Department

Chaptoula Street & E Vistula (SR120)

East Vistula Street (SR120) & IN15

Division Street (SR120) & IN15 (Division Street)

Bristol Marshal: Mike Albin (574/848-4464) Bristolpd@bristolpolice.org

Bristol Fire Department Chief: Nick Kantz ((574/215-3048) Njakantz@gmail.com

Concord Township Fire Department Chief: Phil Sumpter (574/875-9644) psumpter@concordtwfire.com

CTFD will cover

SR120 & CR17

SR120 & CR15

SR120 & CR13

ELKHART: Estimated time of arrival 3:40 P / 15 MINUTES

State Road 120 (East Jackson Boulevard) to Johnson Street (ELKHART)

Right on Johnson Street

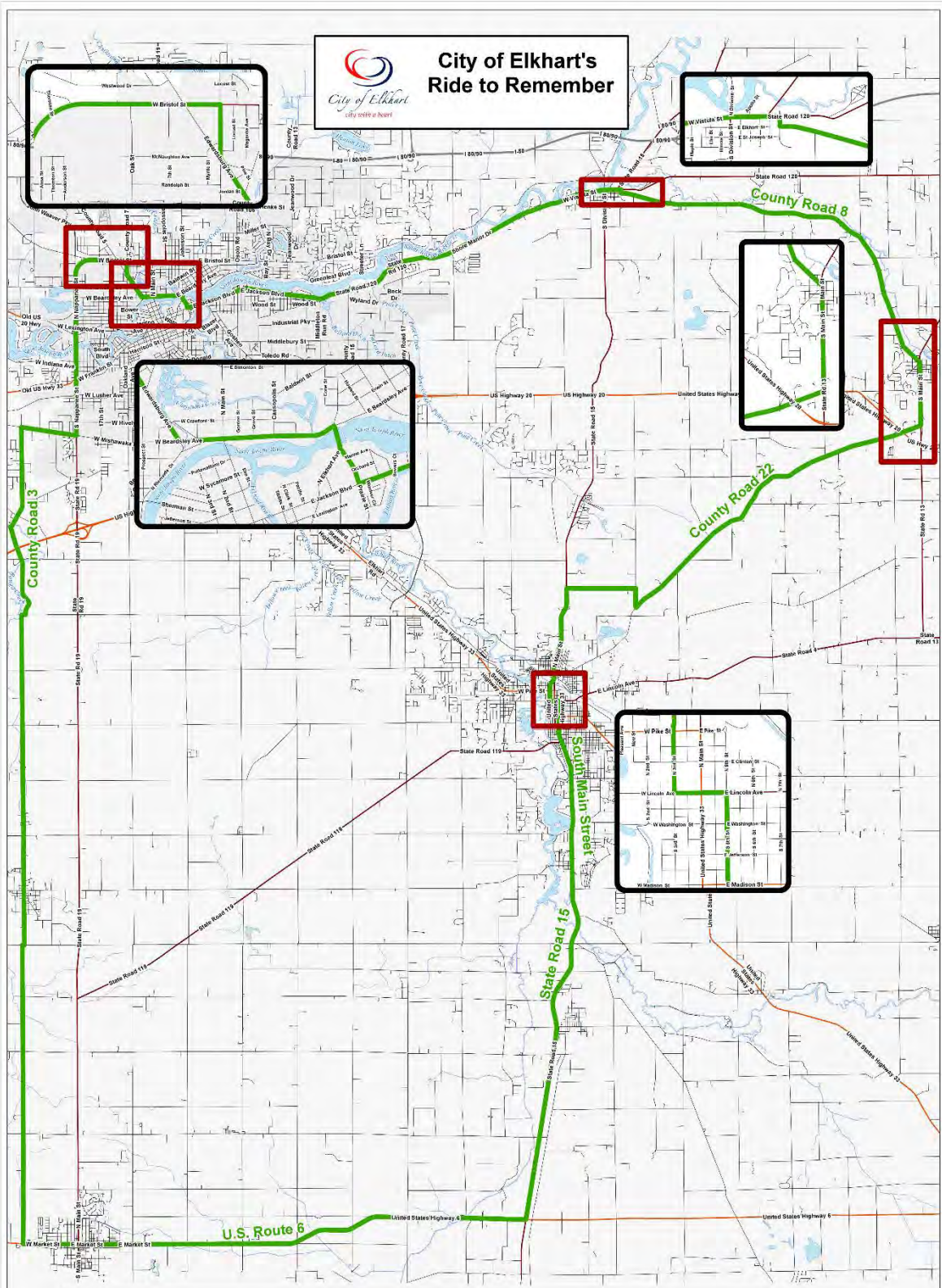
Left on Beardsley Avenue

Right on Edwardsburg Ave (County Road 5)

Right on North Michigan Street (County Road 7)

END: HOOSIER HARLEY DAVIDSON 720 W. BRISTOL STREET

**City of Elkhart's
Ride to Remember**

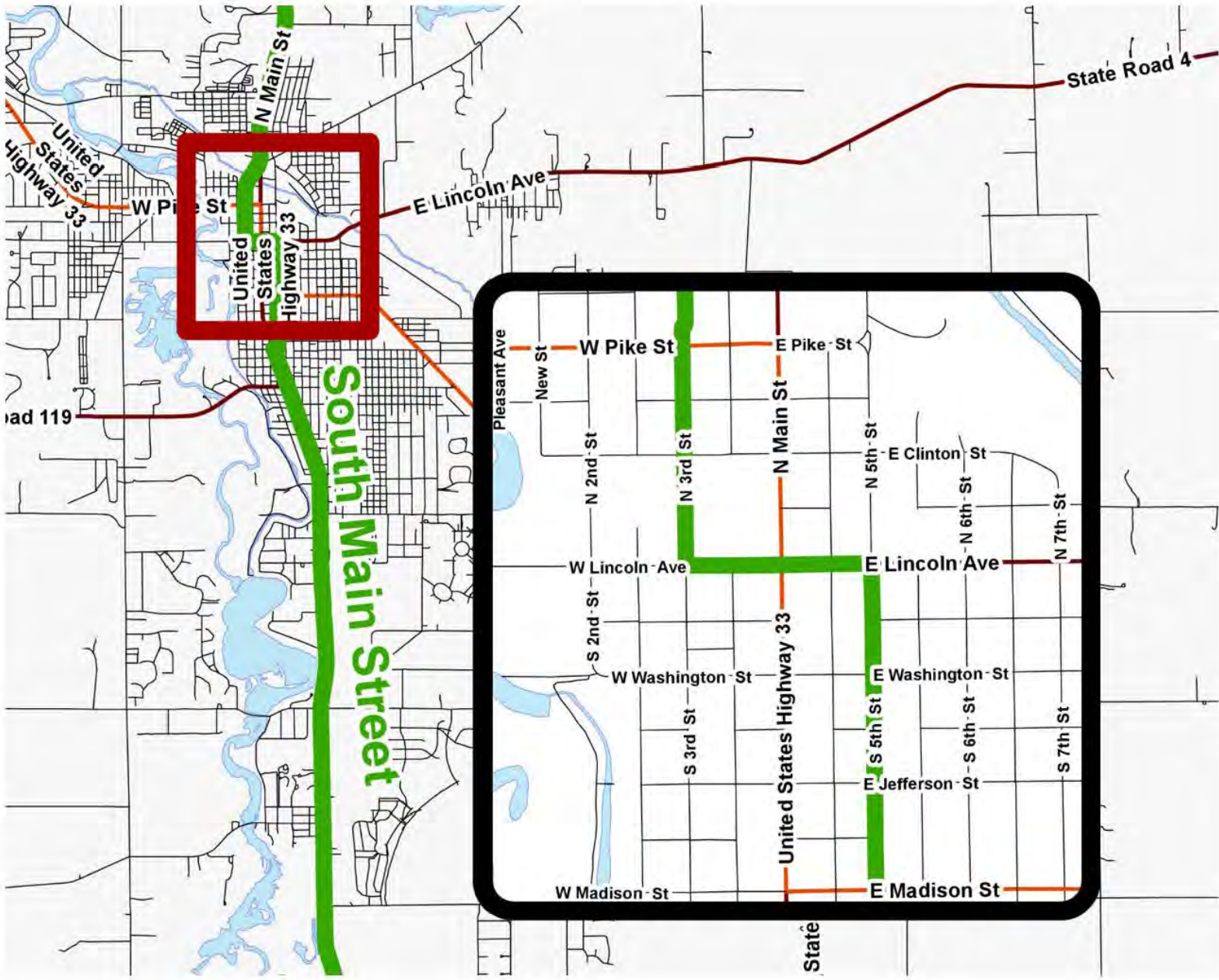


Legend

- Bike Night
- River
- City Limits
- State Highway
- US Highway
- Interstate
- Arterial
- Collector
- Local

N
1 in = 1 miles

0 1 2 4 Miles





211 S. Fifth St. | Goshen, IN 46528 | 574-538-1350

August 18, 2022

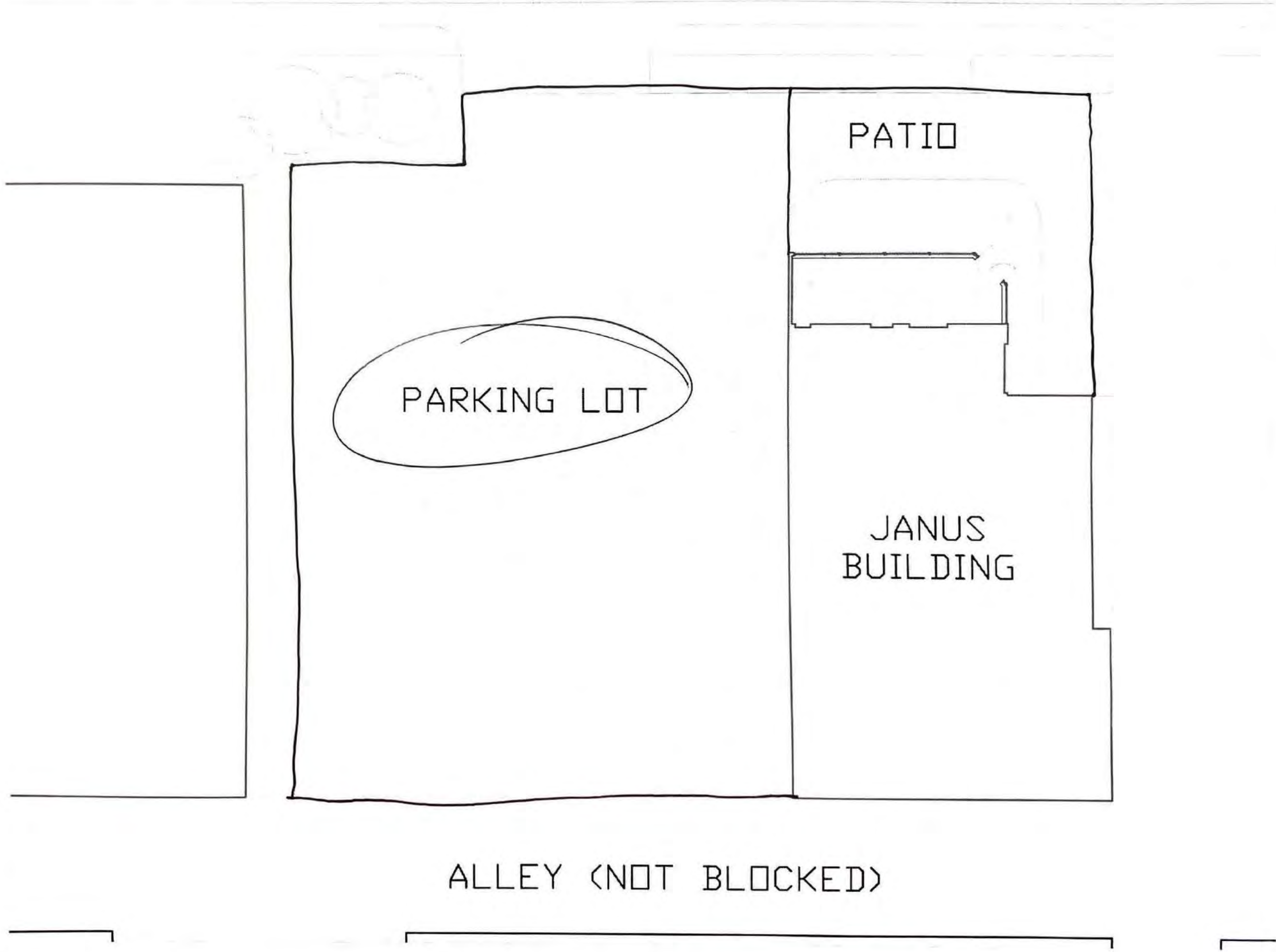
To the City of Goshen Board of Works & Safety:

Janus Motorcycles would like to close the general parking lot North of our building for our annual owners rally that hasn't taken place since 2019. On Friday September 30th, I am requesting the use of 10 City of Goshen barricades. I am aware that the Utility section of the parking lot (4 marked spaces) will need to stay open to be helpful for residents. At the close of their regularly scheduled hours (5pm) I will request the full parking lot to be barricaded off until Sunday October 2nd.

The parking lot would be gated off, but the alley would not be blocked in any way. I will be in contact with all businesses that use this lot to make sure they are well informed ahead of time.

Sincerely,

Jamie Morrow
Logistics, Merchandise, & Events
Janus Motorcycles



PARKING LOT

PATIO

JANUS
BUILDING

ALLEY (NOT BLOCKED)



CITY OF GOSHEN LEGAL DEPARTMENT

City Annex
204 East Jefferson Street, Suite 2
Goshen, Indiana 46528-3405

Phone (574) 537-3820 • Fax (574) 537-3817 • TDD (574) 534-3185
www.goshenindiana.org

August 22, 2022

To: Board of Public Works and Safety
From: Shannon Marks. Legal Compliance Administrator
Subject: Resolution 2022-27, Hardship Collection Services Policy

Resolution 2022-27, Hardship Collection Services Policy, establishes the procedure in which the occupant(s) of an eligible residence that is/are physically unable to move their waste cart and recycle cart to and from the designated street side or alley collection location may apply to the City for hardship collection services.

Suggested Motion:

Move to adopt Resolution 2022-27, Hardship Collection Services Policy.

**Goshen Board of Public Works and Safety
Resolution 2022-27**

Hardship Collection Services Policy

WHEREAS the City of Goshen’s contract for solid waste collection services requires the occupant of a residential unit that is eligible to receive City solid waste collection services (hereinafter “eligible residence”) to move the City-supplied waste cart and recycle cart to and from the designated street side or alley collection location.

WHEREAS the City of Goshen recognizes that the occupant(s) of an eligible residence may be physically unable to move the waste cart and recycle cart to and from the designated street side or alley collection location.

WHEREAS this policy establishes the procedure by which the occupant(s) of an eligible residence that is/are physically unable to move the waste cart and recycle cart to and from the designated street side or alley collection location may apply to the City for hardship collection services.

NOW, THEREFORE, BE IT RESOLVED by the Goshen Board of Public Works and Safety that:

1. The occupant(s) of an eligible residence that is/are physically unable to move the City-supplied waste cart and recycle cart to and from the designated street side or alley collection location may apply to the City for hardship collection services. All occupants of the eligible residence must be physically unable to move the waste cart and recycle cart to and from the designated street side or alley collection location.
2. The occupant(s) must complete a Hardship Collection Services Application to request hardship collection services. The City will review each request for hardship collection services on a case-by-case basis. If approved, the occupant(s) must reapply for the hardship collection services on an annual basis.
3. If the City approves the request for hardship collection services, the eligible residence will be permitted to place the waste cart and recycle cart at an alternate collection location as designated by a City representative, consistent with the City’s contractor’s rules. The eligible residence must ensure that the waste cart and recycle cart can be accessed by a City representative or the City’s contractor by a clear and open pathway in a non-gated/fenced area, and all animals of the eligible residence must be restrained. City will notify the contractor providing solid waste collection services of the address of an eligible residence that has been approved for hardship collection services.
4. If the City denies the Hardship Collection Service Application or terminates the hardship collection services if it is later determined that the eligible residence no longer qualifies, the City will notify the eligible residence. The eligible residence may appeal the decision to the Goshen Board of Public Works and Safety for further consideration.
5. The hardship collection services will be provided by the City at no additional cost to each eligible residence that is approved for hardship collection services.

PASSED by the Goshen Board of Public Works and Safety on August _____, 2022.

Jeremy P. Stutsman, Mayor

Mary Nichols, Member

DeWayne Riouse, Member

Michael A. Landis, Member

Barb Swartley, Member



**Legal Department
CITY OF GOSHEN**

204 East Jefferson Street, Suite 2 • Goshen, IN 46528-3405

Phone (574) 537-3820 • Fax (574) 537-3817 • TDD (574) 534-3185
www.goshenindiana.org

August 18, 2022

To: Board of Public Works and Safety
From: Brandy L. Toms
Subject: Agreement with Peterson Consulting Services Inc.

The City wishes to contract with Peterson Consulting Services Inc. to assist the City with its financial reporting related to its capital assets as required by Government Accounting Standards Board Statement No. 34.

The agreement is for a fixed fee of \$5,650.00 plus reimbursable expenses not to exceed \$250.00.

All work is to be completed within 90 days from receipt of a notice to proceed.

Suggested Motion: That City enter into this agreement with Peterson Consulting Services Inc. to assist the City with its financial reporting related to its capital assets as required by Government Accounting Standards Board Statement No. 34 for the fixed fee of \$5,650.00 plus reimbursable expenses not to exceed \$250.00.

AGREEMENT

Assistance with Reporting Requirements of GASB Statement No. 34

THIS AGREEMENT is entered into on _____, 2022, which is the last signature date set forth below, by and between **Peterson Consulting Services, Inc.** (“Contractor”), whose mailing address is 512 West Burlington Avenue, Suite 1A, LaGrange, IL 60525-2284, and **City of Goshen, Indiana**, a municipal corporation and political subdivision of the State of Indiana acting through the Goshen Board of Public Works and Safety (“City”).

WHEREAS, the Board of Public Works and Safety determines it is expedient and in the best public interest to employ professional accounting services for the financial reporting relating to capital assets for fiscal year ending December 31, 2022

WHEREAS, the City desires to contract with Consultant, and Consultant agrees to assist the City to meet the financial reporting standards related to capital assets as delineated in Government Accounting Standards Board (GASB) Statement No. 34.

NOW THEREFORE, in consideration of the terms, conditions and mutual covenants contained in this Agreement, the parties agree as follows:

Section 1. City Duties

City shall be responsible for providing complete and accurate information to Consultant.

City shall prepare the actual capital assets report.

Section 2. Contractor Duties

Consultant’s services under this agreement shall be to provide the following assistance to ensure the City’s process of meeting the retroactive financial reporting standards related to capital assets and general infrastructure for the fiscal year ending December 31, 2022 as delineated in GASB Statement No. 34. Consultant shall:

- a. Review the necessary policy requirements related to capital assets as to capitalization of assets and potentially enhancing the City’s existing Capital Asset Policy;
- b. Provide input as to the reporting of capital asset additions;
- c. Provide input as to the reporting of capital asset retirements;
- d. Assist the preparation of the capital asset worksheets for fiscal year ending December 31, 2022 for the following asset accounts and functional classifications:
 - i. Land and rights-of-way
 - ii. Buildings and land improvements
 - iii. Equipment and vehicles
 - iv. Computer software
 - v. General infrastructure: streets, alleys, bridges, sidewalks, traffic signals and storm sewers.
- e. Assist the preparation of the construction-in-progress account for the fiscal year ending December 31, 2022 relating to buildings and general infrastructure.

f. Assist in the preparation for fiscal year ending December 31, 2022, a capital asset summary and compilation indicating assets not being depreciated, assets being depreciated, total capital assets net of depreciation, and total net capital assets.

Consultant shall transmit the necessary data and information to City via e-mail and with telephone conversations, and shall provide updated capital asset worksheets for 2022 via email.

Consultant shall obtain and maintain all required permits, licenses, registrations and approvals, as well as comply with all health, safety and environmental statutes, rules or regulations in the performance of the services for the City.

Section 3. Effective Date; Term

The agreement shall become effective on the day of execution and approval by both parties. Contractor acknowledges that time is of the essence and that the timely performance of its Duties is an important element of this agreement. Contractor shall perform all Duties as expeditiously as is consistent with professional skill and care in the orderly progress of the Duties.

Contractor shall commence the Duties as soon as practical after receiving a notice to proceed from City and shall complete all Duties within ninety (90) calendar days of the date of the notice to proceed.

Section 4. Compensation

City agrees to compensate Contractor the sum of Five Thousand Six Hundred Fifty Dollars (\$5,650.00), for performing all Duties in accordance with Consultant's quoted fixed fee plus reimbursable expenses such as postage, shipping, long distance telephone calls and faxes, or travel expenses such as mileage (at standard IRS mileage rate) and tolls in an amount not to exceed Two Hundred Fifty Dollars (\$250.00).

Section 5. Payment

Payment shall be upon City's receipt of a detailed invoice from Contractor. The invoice shall be sent to the following address, or at such other address as City may designate in writing.

City of Goshen
c/o Clerk Treasurer's office
202 South Fifth Street
Goshen, IN 46528

Payment will be made within forty-five (45) days following City's receipt of the invoice. If any dispute arises, the undisputed amount will be paid. Payment is deemed to be made on the date of mailing the check.

Contractor is required to have a current W-9 form on file with the Goshen Clerk-Treasurer's Office before City will issue payment.

Section 6. Ownership of Documents

All documents, records, applications, plans, drawings, specifications, reports, and other materials, regardless of the medium in which they are fixed, (collectively "Documents") prepared by Contractor or Contractor's employees, agents or subcontractors under this agreement, shall become and remain the property of and may be used by City. Contractor may retain a copy of the Documents for its records.

Section 7. Licensing/Certification Standards

Contractor certifies that Contractor possesses and agrees to maintain any and all licenses, certifications, or accreditations as required for the services provided by Contractor pursuant to this agreement.

Section 8. Independent Contractor

Contractor shall operate as a separate entity and independent contractor of the City of Goshen. Any employees, agents or subcontractors of Contractor shall be under the sole and exclusive direction and control of Contractor and shall not be considered employees, agents or subcontractors of City. City shall not be responsible for injury, including death, to any persons or damages to any property arising out of the acts or omissions of Contractor and/or Contractor's employees, agents or subcontractors.

Section 9. Non-Discrimination

Contractor agrees to comply with all federal and Indiana civil rights laws, including, but not limited to Indiana Code 22-9-1-10. Contractor or any subcontractors, or any other person acting on behalf of Contractor or a subcontractor, shall not discriminate against any employee or applicant for employment to be employed in the performance of this agreement, with respect to the employee's hire, tenure, terms, conditions, or privileges of employment or any other matter directly or indirectly related to employment, because of the employee's or applicant's race, religion, color, sex, disability, national origin, or ancestry. Breach of this covenant may be regarded as a material breach of contract.

Section 10. Employment Eligibility Verification

Contractor shall enroll in and verify the work eligibility status of all Contractor's newly hired employees through the E-Verify program as defined in Indiana Code § 22-5-1.7-3. Contractor is not required to participate in the E-Verify program should the program cease to exist. Contractor is not required to participate in the E-Verify program if Contractor is self-employed and does not employ any employees.

Contractor shall not knowingly employ or contract with an unauthorized alien, and contractor shall not retain an employee or continue to contract with a person that the Contractor subsequently learns is an unauthorized alien.

Contractor shall require their subcontractors, who perform work under this contract, to certify to the Contractor that the subcontractor does not knowingly employ or contract with an unauthorized alien and that the subcontractor has enrolled and is participating in the E-Verify program. Contractor agrees to maintain this certification throughout the duration of the term of a contract with a subcontractor.

City may terminate the contract if Contractor fails to cure a breach of this provision no later than thirty (30) days after being notified by City of a breach.

Section 11. Contracting with Relatives

Pursuant to Indiana Code § 36-1-21, if the Contractor is a relative of a City of Goshen elected official or a business entity that is wholly or partially owned by a relative of a City of Goshen elected official, the Contractor certifies that Contractor has notified both the City of Goshen elected official and the City of Goshen Legal Department of the relationship prior to entering into this agreement.

Section 12. No Investment Activities in Iran

In accordance with Indiana Code § 5-22-16.5, Contractor certifies that Contractor does not engage in investment activities in Iran as defined by Indiana Code § 5-22-16.5-8.

Section 13. Indemnification

Contractor shall indemnify and hold harmless the City of Goshen and City's agents, officers, and employees from and against any and all liability, obligations, claims, actions, causes of action, judgments, liens, damages, penalties or injuries arising out of any intentional, reckless or negligent act or omission by Contractor or any of Contractor's agents, officers and employees during the performance of services under this agreement. Such indemnity shall include reasonable attorney's fees and all reasonable litigation costs and other expenses incurred by City only if Contractor is determined liable to the City for any intentional, reckless or negligent act or omission in a judicial proceeding, and shall not be limited by the amount of insurance coverage required under this agreement.

Section 14. **Default**

If Contractor fails to perform the services or comply with the provisions of this agreement, then Contractor may be considered in default.

It shall be mutually agreed that if Contractor fails to perform the services or comply with the provisions of this contract, City may issue a written notice of default and provide a period of time that shall not be less than fifteen (15) days in which Contractor shall have the opportunity to cure. If the default is not cured within the time period allowed, the contract may be terminated by the City. In the event of default and failure to satisfactorily remedy the default after receipt of written notice, the City may otherwise secure similar services in any manner deemed proper by the City, and Contractor shall be liable to the City for any excess costs incurred

Contractor may also be considered in default by the City if any of the following occur:

- (1) There is a substantive breach by Contractor of any obligation or duty owed under the provisions of this contract.
- (2) Contractor is adjudged bankrupt or makes an assignment for the benefit of creditors.
- (3) Contractor becomes insolvent or in an unsound financial condition so as to endanger performance under the contract.
- (4) Contractor becomes the subject of any proceeding under law relating to bankruptcy, insolvency or reorganization, or relief from creditors and/or debtors.
- (5) A receiver, trustee, or similar official is appointed for Contractor or any of Contractor's property.
- (6) Contractor is determined to be in violation of federal, state, or local laws or regulations and that such determination renders Contractor unable to perform the services described under these Specification Documents.
- (7) The contract or any right, monies or claims are assigned by Contractor without the consent of the City.

Section 15. **Termination**

The agreement may be terminated in whole or in part, at any time, by mutual written consent of both parties. Contractor shall be paid for all services performed and expenses reasonably incurred prior to notice of termination.

City may terminate this agreement, in whole or in part, in the event of default by Contractor.

The rights and remedies of the parties under this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this agreement.

Section 16. Notice

Any notice required or desired to be given under this agreement shall be deemed sufficient if it is made in writing and delivered personally or sent by regular first-class mail to the parties at the following addresses, or at such other place as either party may designate in writing from time to time. Notice will be considered given three (3) days after the notice is deposited in the US mail or when received at the appropriate address.

City: City of Goshen, Indiana
Attention: Goshen Legal Department
204 East Jefferson St., Suite 2
Goshen, IN 46528

Contractor: Peterson Consulting Services, Inc.
Attention: Jon Peterson
512 West Burlington Avenue, Suite 1A
La Grange, IL 60525
jon.peterson@pcsi-consulting.com

Section 17. Subcontracting or Assignment

Contractor shall not subcontract or assign any right or interest under the agreement, including the right to payment, without having prior written approval from City. Any attempt by Contractor to subcontract or assign any portion of the agreement shall not be construed to relieve Contractor from any responsibility to fulfill all contractual obligations.

Section 18. Amendments

Any modification or amendment to the terms and conditions of the agreement shall not be binding unless made in writing and signed by both parties. Any verbal representations or modifications concerning the agreement shall be of no force and effect.

Section 19. Waiver of Rights

No right conferred on either party under this agreement shall be deemed waived and no breach of this agreement excused unless such waiver or excuse shall be in writing and signed by the party claimed to have waived such right.

Section 20. Applicable Laws

Contractor agrees to comply with all applicable federal, state, and local laws, rules, regulations, or ordinances. All contractual provisions legally required to be included are incorporated by reference.

Contractor agrees to obtain and maintain all required permits, licenses, registrations, and approvals, and shall comply with all health, safety, and environmental rules or regulations in the performance of the services. Failure to do so maybe deemed a material breach of agreement.

Section 21. Miscellaneous

Any provision of this agreement or incorporated documents shall be interpreted in such a way that they are consistent with all provisions required by law to be inserted into the agreement. In the event of a conflict between these documents and applicable laws, rules, regulations or ordinances, the most stringent or legally binding requirement shall govern.

This agreement shall be construed in accordance with and governed by the laws of the State of Indiana and any suit must be brought in a court of competent jurisdiction in Elkhart County, Indiana.

In the event legal action is brought to enforce or interpret the terms and conditions of this agreement, the prevailing party of such action shall be entitled to recover all costs of that action, including reasonable attorneys' fees.

Section 22. Severability

In the event that any provision of the agreement is found to be invalid or unenforceable, then such provision shall be reformed in accordance with applicable law. The invalidity or unenforceability of any provision of the agreement shall not affect the validity or enforceability of any other provision of the agreement.

Section 23. Binding Effect

All provisions, covenants, terms and conditions of this agreement apply to and bind the parties and their legal heirs, representatives, successors and assigns.

Section 24. Entire Agreement

This agreement constitutes the entire agreement between the parties and supersedes all other agreements or understandings between City and Contractor.

Section 25. Authority to Bind Contractor

The undersigned affirm that all steps have been taken to authorize execution of this agreement, and upon the undersigned's execution, bind their respective organizations to the terms of the agreement.

IN WITNESS WHEREOF, the parties have executed this agreement on the dates as set forth below.

City of Goshen, Indiana

Goshen Board of Public Works and Safety

Peterson Consulting Services, Inc.

Jeremy P. Stutsman, Mayor

Jon C. Peterson, Director

Date Signed: _____

Date Signed: _____



**Engineering Department
CITY OF GOSHEN**

204 East Jefferson Street, Suite 1 • Goshen, IN 46528-3405

Phone (574) 534-2201 • Fax (574) 533-8626 • TDD (574) 534-3185
engineering@goshencity.com • www.goshenindiana.org

MEMORANDUM

TO: Board of Public Works and Safety

FROM: Goshen Engineering Department

RE: **INDIANA AVENUE APARTMENTS
INDIANA AVENUE LANE RESTRICTIONS – PHASE 5 (JN: 2020-2010)**

DATE: August 22, 2022

Ancon Construction has requested permission to close all lanes of Indiana Avenue between Plymouth Avenue and the northwest entrance to the First Baptist Church, from Wednesday, August 24 until Friday, September 9. Work during this period will include tying in the water and sanitary pipes to the Indiana Avenue Apartments, removing and replacing the sidewalk, adding a turn lane into the apartment complex, and resurfacing the road. All traffic will be detoured as shown in the attached traffic control plan.

Requested motion: Move to approve the closure of Indiana Avenue between Plymouth Avenue and the northwest entrance to the First Baptist Church from August 24, 2022, until September 9, 2022.

**APPROVED:
BOARD OF PUBLIC WORKS & SAFETY
CITY OF GOSHEN, INDIANA**

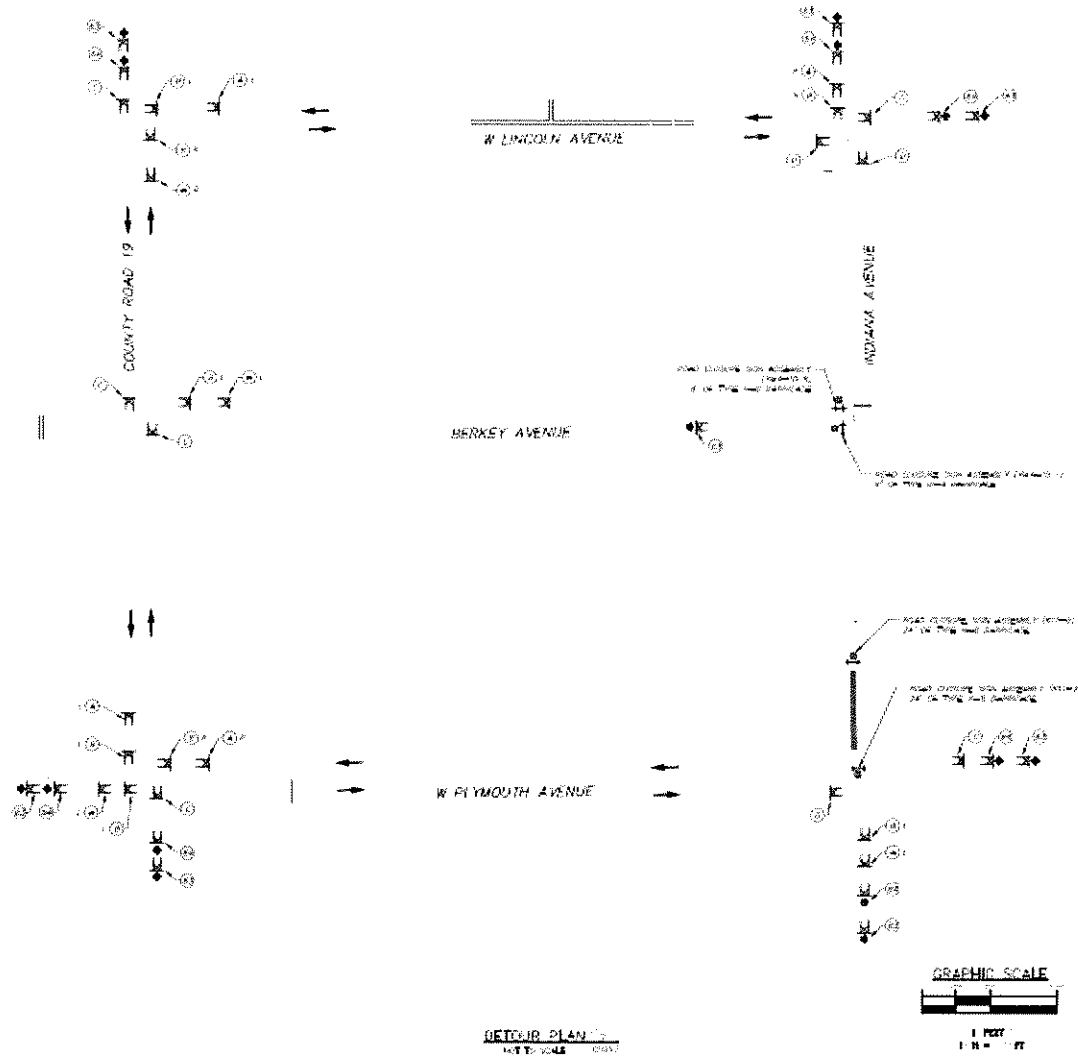
Jeremy Stutsman, Mayor

Barb Swartley, Member

Mary Nichols, Member

DeWayne Riouse, Member

Michael Landis, Member



SITE PLAN
 DATE: 10/15/11



**Engineering Department
CITY OF GOSHEN**

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engineering@goshencity.com • www.goshenindiana.org

MEMORANDUM

TO: Board of Public Works and Safety

FROM: Goshen Engineering Department

RE: **CHIPOTLE RESTAURANT
RIETH BLVD LANE RESTRICTIONS – (JN: 2021-2034)**

DATE: August 22, 2022

Ritschard Brothers Construction has requested permission to have a lane restriction on the southbound lane of Rieth Blvd coming off of U.S. 33 to the Lowes entrance from Tuesday, August 23 to Friday, August 26. Work during this period will include tying in the sanitary pipe for the new Chipotle Restaurant. Then the following week August 29 to September 1 there will be a lane restriction in the northeast-bound turn lane of Rieth Blvd. Work during this period will include tying in the water pipe for the new Chipotle restaurant.

Requested motion: Move to approve the lane restriction of the southbound lane of Rieth Blvd. between U.S. 33 and the entrance to Lowes from August 23, 2022, until August 26, 2022, and the lane restriction of the northeast bound turn lane of Rieth Blvd. from August 29, 2022, until September 1, 2022.

**APPROVED:
BOARD OF PUBLIC WORKS & SAFETY
CITY OF GOSHEN, INDIANA**

Jeremy Stutsman, Mayor

Barb Swartley, Member

Mary Nichols, Member

DeWayne Riouse, Member

Michael Landis, Member



**Engineering Department
CITY OF GOSHEN**

204 East Jefferson Street, Suite 1 • Goshen, IN 46528-3405

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engineering@goshencity.com • www.goshenindiana.org

MEMORANDUM

TO: Goshen Board of Public Works & Safety

FROM: City of Goshen Engineering Department

RE: **TCS/Frontier Traffic Restriction – Fiber Installation on W. Clinton St., W. Lincoln Ave., Dewey Ave., Berkey Ave. and Indiana Ave.**

DATE: August 22, 2022

TCS Communications, LLC., working for Frontier Communication, has requested lane restrictions for the purpose of installing fiber conduit. The existing utilities will be exposed in the roadway to insure no damage while boring across the street. See attached map for locations.

Location of street crossings.

- 1) N. Riverside Blvd., N. Winter Ave., N. Harrison St. and High St. along south side of Clinton St.
- 2) Alley 256 and West Ave. along west side of Dewey Ave.
- 3) Indiana Ave. along south side of Lincoln Ave., and along north side of Berkey Ave.

Current MUTCD traffic control standards are to be used. These traffic controls will include signs, cones and flaggers as required. The contractor will be allowed one lane to work within at any one time.

Requested Motion: Approve lane restriction on N. Riverside Blvd., N. Winter Ave., N. Harrison St., High St., Alley 256, West Ave. and Indiana Ave., beginning August 29 through September 2, 2022, for the installation of fiber.

**APPROVED:
BOARD OF PUBLIC WORKS & SAFETY
CITY OF GOSHEN, INDIANA**

Jeremy Stutsman, Mayor

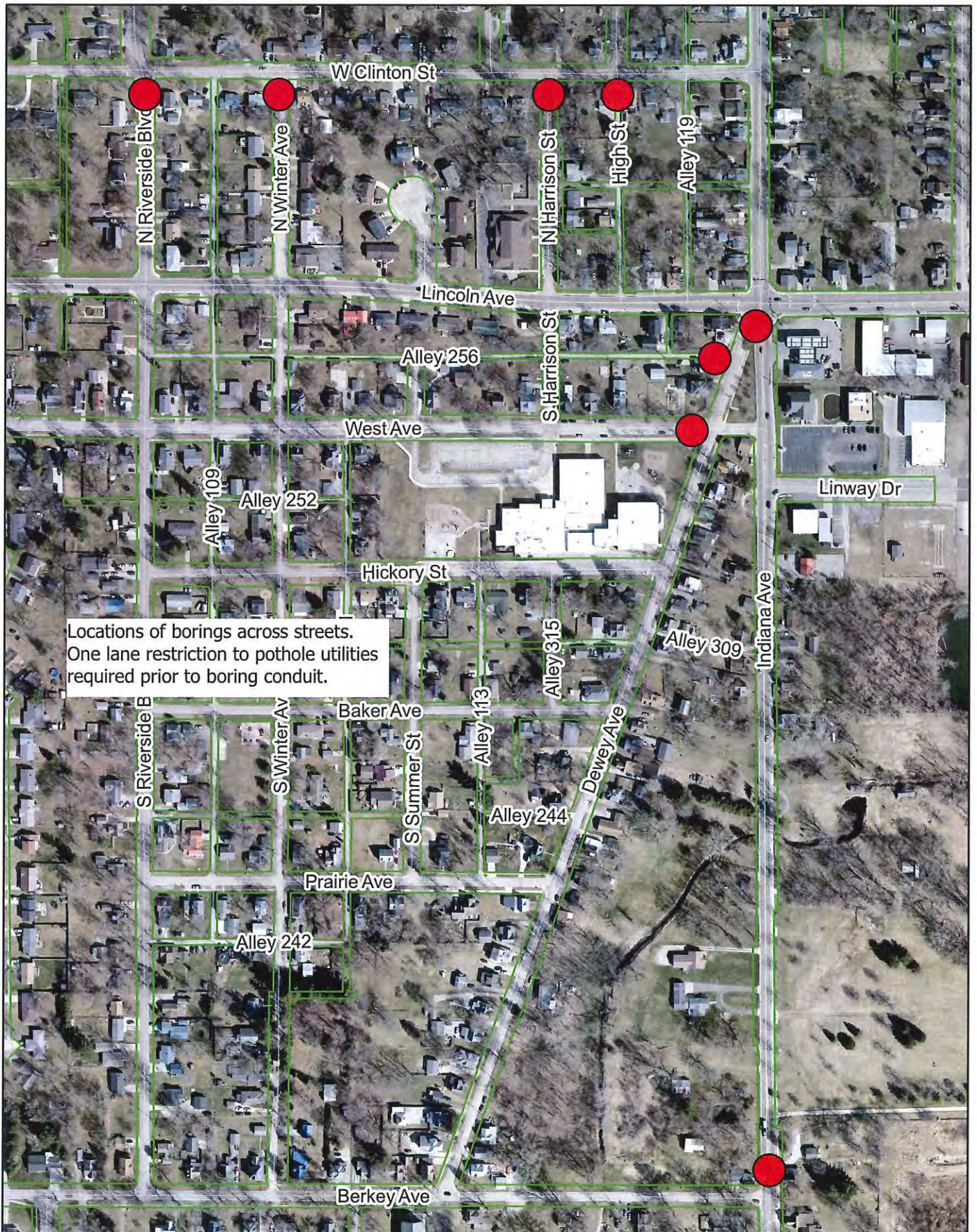
DeWayne Riouse, Member

Mary Nichols, Member

Barb Swartley, Member

Michael Landis, Member

TCS/Frontier Fiber Lane Restrictions





Richard Aguirre, City Clerk-Treasurer
CITY OF GOSHEN

202 South Fifth Street, Suite 2 • Goshen, IN 46528-3714

Phone (574) 533-8625 • Fax (574) 533-9740

richardaguirre@goshencity.com • www.goshenindiana.org

To: City of Goshen Board of Works & Safety
From: Clerk-Treasurer Richard R. Aguirre
Date: August 22, 2022
Subject: Approve Banking Services Agreement with 1st Source Bank

Attached for the Board's review, approval, and execution by the Clerk-Treasurer, is a banking services agreement between the City of Goshen and 1st Source Bank for 2022-2024.

For the past four-and-a-half years, Interra Credit Union has provided banking services for the City of Goshen. The City's original two-year agreement with Interra was executed in 2017 and renewed in 2019. The agreement has continued in effect, on a month-to-month basis, in 2022.

On Jan. 31, 2022, the Board of Works approved and authorized the Clerk-Treasurer to execute an engagement letter and agreement with Baker Tilly Investment Services for services related to the preparation, issuance, review, analysis and advice regarding a Request for Proposal (RFP) for banking services for the City of Goshen. The RFP was issued in February 2022 and proposals were received from Campbell and Fetter Bank, 1st Source Bank, Key Bank, Interra Credit Union, Lake City Bank and Teachers Credit Union.

With assistance and guidance from George Bawcum and Jeff Messer of Baker Tilly, a committee consisting of City Attorney Bodie Stegelmann, City Water & Sewer Utilities Business Office Manager Kelly Saenz, Deputy Clerk-Treasurer Jeffery Weaver, Accounts Payable Clerk Rhonda Peacock and the Clerk-Treasurer reviewed the proposals and selected two finalists: 1st Source Bank and Lake City Bank. After careful consideration of many factors, the committee selected 1st Source Bank as our provider of choice in early May.

For the past three months, City and Bank staff have engaged in extensive negotiations and frank discussions over terms of an agreement. Attached to this memo are the results of those discussions – a Treasury Master Services Agreement and an Addendum to the Treasury Master Services Agreement, which sets forth additional terms and conditions. Committee members believe we have reached an agreement that is beneficial to the City of Goshen and its residents as well as to 1st Source Bank. Further, we believe 1st Source's commitment to the community and its resources will make it an excellent financial services provider and partner for the City.

Requested motion:

Move to approve and authorize the Clerk-Treasurer to execute an agreement, on behalf of the City of Goshen, with 1st Source Bank for banking services, Oct. 1, 2022 to Sept. 30, 2024.



101 South Main Street
Goshen, IN 46526

August 18, 2022

Mr. Richard R. Aguirre
Clerk-Treasurer
City of Goshen
202 South Fifth Street
Suite 2
Goshen, IN 46528-3714

Dear Richard,

Enclosed please find our Treasury Master Services Agreement (TMSA) as well as the Addendum to the TMSA. It is our understanding that you will be presenting to the Board of Public Works to approve 1st Source Bank as financial services provider for the City of Goshen. 1st Source Bank is very pleased and looking forward to a long and mutually beneficial relationship with the City of Goshen and your excellent team.

As the largest independent financial institution within our market area, 1st Source Bank offers a full array of financial services. These high-quality services include the latest in technology and electronic banking to assist you now and in the future. Equally as important, our local team of highly qualified professionals provides financial expertise and is available at your convenience.

At 1st Source, we pride ourselves on providing superior service to customers while playing a leadership role in the continued development of the communities we serve. 1st Source opened the Goshen Banking Center in 1993 and we have been involved in the community ever since. We invest in the communities we serve because we believe we are not only a reflection of those communities but are only as strong as the communities we serve. Our employees past and present have been involved in making Goshen a better place to Live, Work, and Play.

1st Source Corporation, founded in 1863 and headquartered in South Bend, Indiana, is the parent company of 1st Source Bank, which serves customers through a banking center system of 79 locations throughout northern Indiana and Southwest Michigan. Additionally, 1st Source Specialty Finance Group, which provides financing services for new and used private and cargo aircraft, automobiles and light trucks for leasing and rental agencies, medium and heavy-duty trucks, and construction and environmental equipment has 23 locations nationwide. 1st Source also has nine Trust and Wealth Management locations and ten 1st Source Insurance offices.

While 1st Source has literally grown up with the region, we have never strayed from the ideals of our founders. We remain a local institution, embedded in the communities we serve and committed to the success of all who live and do business here.

Readily accessible, attentive, respectful, and responsive. We deliver what we promise, and we promise outstanding service that meets clients' needs and exceeds expectations. We provide reliable service and exceptional value for our clients. The design and delivery of our products and services uphold business ethics and are conveyed with personal and professional integrity.

As your independent, locally controlled financial partner, we can respond quickly to your financial needs. Decisions are made here. We can offer a full array of in-house services to support those decisions, making our responsiveness even more valuable to you.

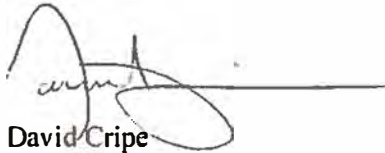
Any time you call 1st Source, you can also count on talking to someone familiar with your company's banking business. That's because our Relationship Banking Team approach provides continuity, ensuring your needs and questions are handled promptly. The team consists of a key officer and experienced support people. You can count on your 1st Source team for knowledgeable help.

1st Source has the people and products to serve your growing banking needs today and tomorrow. As a local company, we understand the business climate in which your company operates and will work hard to know your people and operations as well. We are a publicly traded company, and many of our employees are shareholders. That fact helps us stay in touch with the needs of the marketplace and our business banking customers.

Please do not hesitate to contact me at (574) 293-3519 or criped@1stsource.com if you should have any questions or if I can be of assistance in any way.

Thank you for doing business with 1st Source Bank.

Sincerely,

A handwritten signature in black ink, appearing to read 'David Cripe', is written over a horizontal line. The signature is stylized and cursive.

David Cripe
Assistant Vice President
101 South Main Street
Goshen, IN 46526



Treasury Master Services Agreement

By signing below, Customer:

- (a) acknowledges that it has received and read this Treasury Master Services Agreement ("Master Agreement");
- (b) understands that the Master Agreement supersedes any prior agreements regarding the Accounts and the particular Services provided for therein; and
- (c) agrees to abide and be bound by the Master Agreement.

Further, the Customer signing below represents and warrants that it has been duly authorized by each of its subsidiaries and affiliates listed on Exhibit A to the Master Agreement, and/or is otherwise authorized pursuant to or by operation of applicable law, to enter into this Master Agreement on its behalf. Specific details and requirements for each Service, including Authorized Users, applicable Accounts, and contact information, have been or will be provided by a Customer to Bank in implementation forms, questionnaires, or other similar documents in a form acceptable to Bank.

Master Agreement and any other agreement, documentation, or form provided by Bank in connection with the Accounts or Services may be executed in several parts, all of which constitute one and the same instrument, and becoming binding on each Customer as of the date signed.

[Customer's Legal Name] Tax ID _____
(for itself and on behalf of its Affiliates and subsidiaries, each a "Customer")

By: _____

Name: _____

Title: _____

Date: _____

1st Source Bank

By: _____

Name: _____

Title: _____

Date: _____

Table of Contents

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Exhibit A–Subsidiary/Affiliate List

Exhibit B–Fee Schedule

Exhibit C–Wire Transfer Service Manual Payment Order Authorization Form

Part I of this Treasury Services Master Agreement ("Master Agreement") provides the general terms, conditions, and disclosures that are applicable to all Accounts and Services. Part II provides additional terms, conditions, and disclosures that are particular to each identified Service. Part II is not an exhaustive list of Services. Bank may provide additional Services not identified within Part II, and such Services are subject to the Treasury Terms and any Service Terms provided in connection therewith.

An Account may be a demand deposit account or any other account approved by Bank. Bank maintains the sole discretion to determine whether any Account is eligible for any Service and place restrictions on any Account's use of any Service. Bank may withdraw any prior determination or remove or add any restriction at any time. An Account may not be eligible for all Services. If Customer applies for, uses, or continues to use any Service, Customer agrees to be bound by the Treasury Terms and all applicable Service Terms.

Part I. GENERAL TERMS AND CONDITIONS

1. Definitions.

- a. ACH. The Automated Clearing House.
- b. Account. Any account held by Customer with Bank, at any location, for which Customer applies for, uses, or continues to use any Service.
- c. Authorized User. A person authorized by Customer to view, access, and control an Account and use any Service, including to make Payment Orders
- d. Bank. 1st Source Bank.
- e. BBO Treasury Portal. Bank's online electronic banking platform.
- f. Business Day. Monday through Friday, except for federal holidays, for purposes of electronic fund transfer and funds availability purposes; and Monday through Friday, except for federal and state holidays any on which Bank elects to close or are required to close by law or governmental order, for all other purposes. Annual calendars are available through the BBO Treasury Portal.
- g. Check. A draft, payable on demand, and drawn on or payable through a bank chartered by a state or the United States, or its territories or protectorates, whether or not negotiable, handled on forward collection, including a substitute check, payable in United States dollars.
- h. Cut-off Time. The deadline by which a particular Service request must be received by Bank as specified in the Resource Center section of the BBO Treasury Portal or as otherwise notified to Customer in writing or electronically by Bank.
- i. Designating Person. Customer's system administrator(s) with the ability to act as administrator and entitle other persons to view, access, and control an Account and use any Service. A Designating Person is also an Authorized User.

- j. Electronic Payment Order. A Payment Order, or request to amend or cancel a Payment Order, made through the BBO Treasury Portal.
 - k. Entry. As such term is defined under the Operating Rules.
 - l. Item. A Check, draft, note, or other negotiable instrument.
 - m. Manual Payment Order. A Payment Order, or request to amend or cancel a Payment Order, made by telephone or in writing.
 - n. NACHA. The National Automated Clearing House Association (also known as The Electronics Payment Association).
 - o. Operating Rules. The NACHA Operating Rules & Guidelines, as may be amended or replaced from time to time.
 - p. Payment Order. A request, order, instruction, or other directive for the payment, withdrawal, or disposition of funds from any Account, including a wire or funds transfer. The term "Payment Order" does not include any Item drawn, issued, deposited, or anything similar by Customer.
 - q. Service. Any treasury service Bank provides, offers, or makes available.
 - r. Service Terms. The collective additional terms, conditions, information, disclosures, licensing agreements, user guides, and procedures applicable to a Service.
 - s. Treasury Terms. This Part I of the Master Agreement.
 - t. Terms. The collective, underlying other agreements, terms, conditions, information, and disclosures governing Customer's use and the operation of Accounts.
2. **Terms**. Customer understands and agrees that in addition to these Treasury Terms and the Service Terms, Customer is subject to the Terms. The Terms may have been referenced or contained in a signature card or authorizing resolutions or provided or made available when Customer opened an Account or applied for a Service. Customer acknowledges that (a) it has received the Terms, including any subsequent amendment, supplement, or replacement by Bank; (b) it is bound by the Terms; and (c) the Terms are incorporated into these Treasury Terms by reference.
3. **Services**. A Service may be subject to Service Terms. Bank may provide or make available any Service Terms, or any portion thereof, electronically, such as by email or online "click-through" agreement.
4. **Order of Precedence; Interpretation**. The Terms, these Treasury Terms, and any Service Terms may vary applicable laws and regulations to the extent permitted thereunder. To the extent a law or regulation conflicts with the Terms, these Treasury Terms, or any Service Terms and cannot be varied, such law or regulation will control. The Terms, these Treasury Terms, and any Service Terms are intended to be read as complementary and not in conflict with one another. To the extent

there is a conflict between the Terms and these Treasury Terms or any Service Terms, these Treasury Terms or the applicable Service Terms will control. To the extent there is a conflict between these Treasury Terms and any Service Terms, the Service Terms will control, but only with respect to the applicable Service. In these Treasury Terms and all Service Terms, use of "including" means "including, but not limited to" and use of the singular form includes the plural, and vice versa, unless the context clearly requires otherwise.

5. Designating Persons.

- a. In providing any Account or Service, Bank may rely solely on the information, data, representations, and/or warranties provided by Customer under the Terms, these Treasury Terms, any Service Terms, in any application, signature card, or other documentation provided by Customer. Bank is not responsible for the validity, accuracy, or completeness of any such information, data, representation, or warranty provided by Customer.
- b. Bank may rely on any document, including a signature card or authorizing resolution, signed or provided by Customer that identifies a Designating Person. If Customer has provided multiple documents to Bank that identify different persons as authorized to act on behalf of Customer, Bank may rely on any one such document even if inconsistent with another document Customer has provided. Each Designating Person will have authority to: (i) access and review Account information, balances, transactions, and Account Statements; (ii) draw, issue, indorse, and deposit Items; (iii) make Payment Orders, regardless of whether Customer has sufficient funds available or any Payment Order would result in or increase any overdraft; (iv) request, modify, or terminate any Service, and bind Customer to any Service Terms; (v) open and close any Account; (vi) entitle, delegate to, or otherwise authorize any person to take action on behalf of Customer, including changing the Designating Person's own access levels; and (vii) access any Customer credit facility information and request advances regardless of whether authorized by a borrowing resolution. Customer will notify Bank of any change with respect to Designating Persons, including updates, additions, or deletions, in a form acceptable to Bank.

6. Security Procedures.

- a. Customer agrees to and will follow the security procedures communicated to Customer by Bank, including any security procedure set forth in these Treasury Terms, any Service Terms, application, user guide, or posted on the website through which a Service is accessed. Bank will validate Customer's use of a Service, and thereby any Payment Order, against the applicable security procedure. Customer understands that security procedures are designed to verify the authenticity of Payment Orders, not the accuracy.
- b. Customer will maintain a current and accurate list of all Authorized Users and, in the event of any change in Authorized Users, notify Bank's Treasury Services Department in accordance with this Agreement and/or update the same using self-service functionality for each system, as applicable. A unique identification code ("User ID") and password will be established for each Authorized User.
- c. In order to use a Service, and thereby make a Payment Order, the applicable security procedure for an Authorized User will involve the Authorized User's User ID and password and may involve one or more of a: token, biometric identifier, cookie, digital signature, "out-of-band"

- authentication, call-back, or other security device, factor or method communicated by Bank to Customer. Any portion of a security procedure may be provided or administered by Bank or a third-party service provider selected by Bank. Bank may use or change a third-party service provider at any time, without notice to Customer. Use of a third-party service provider will not affect the commercial reasonableness of any security procedure or Customer's liability.
- d. Customer has made an independent assessment of the security procedure and agrees that it is a commercially reasonable method of providing security against unauthorized Payment Orders and amendments and cancellations thereof. Further, each time Customer uses a Service, including making a Payment Order, Customer agrees that the security procedure is a commercially reasonable method of providing security against unauthorized Payment Orders and amendments and cancellations thereof.
 - e. Customer understands and agrees that the use of any Service, and thereby any Payment Order or any amendment or cancellation thereof, including through ACH Origination or Wire Transfer Services, verified by Bank using an applicable security procedure will be deemed authentic, to have been carried out directly by and on behalf of Customer, and will be effective as the order of Customer, regardless of whether or not authorized. Customer will be bound by and liable for any verified Payment Order or any amendment or cancellation thereof, even if such Payment Order was not actually initiated by an Authorized User, was in an amount above that established for an Authorized User, or was the result of fraud, hacking, phishing, or computer takeover, any Trojan, worm, virus, spyware, or other form of malicious code, or anything similar.
 - f. Customer will notify Bank immediately if it is unable to locate any token or security device, as applicable, or believes or has any reason to suspect that any portion of a security procedure has been or is in jeopardy of being compromised. Bank, or any third-party service provider of Bank, may revoke or disable any portion of a security procedure, including any token or security device, as applicable, at any time and will notify Customer of any change in security procedure as necessary to enable Customer to use the Services. If these Treasury Terms are terminated, or Bank determines it is necessary at any time, any portion of the security procedure, including any token or security device, as applicable, provided or made available by Bank will be immediately returned to Bank.
 - g. Bank may revise, update, or replace a security procedure, in whole or in part, at any time upon notice to Customer. Customer will make an independent assessment of any such revised, updated, or replacement security procedure. Customer's use of the revised, updated, or replacement security procedure, including accessing any Service, constitutes acceptance of such security procedure and agreement that such security procedure is a commercially reasonable method of providing security against unauthorized Payment Orders and amendments or cancellations thereof.
 - h. Without limiting any other right or ability Bank may have, Bank may deny access to any Account or Service or deny any Payment Order, without prior notice, if Bank: (i) is unable to validate any security procedure; (ii) is unable to confirm, to its satisfaction, any person's authority; or (iii) believes that denial is necessary for security reasons.

7. **Customer Controls.** Customer understands that all portions, aspects, and details of the security procedure, including User IDs, passwords, and security devices, are confidential. Customer agrees to establish physical, operational, and technical controls to protect the confidentiality of the security procedure and limit access and disclosure to only those persons who have a need to know such information. Customer agrees to:
- a. prohibit Authorized Users from sharing User IDs or passwords;
 - b. require that each Authorized User change their password (A) on a periodic basis; (B) any time instructed by Bank; and (C) any time the Authorized User has reason to believe that any other person may know their password;
 - c. periodically review all Authorized Users to determine whether each should be entitled to view, access, or control an Account or use any Service;
 - d. use the self-service functionality of any Service, if available, to immediately remove any Authorized User Customer deems no longer authorized to view, access, or control Customer's Account or use any Service, and any Authorized User that leaves Customer's employment. If self-service functionality is not made available to Customer, Customer will immediately notify Bank's Treasury Services Department of any Authorized User Customer deems no longer authorized to view, access, or control an Account or use any Service, and any Authorized User that leaves Customer's employment;
 - e. institute an internal review process whereby before any Payment Order can be made or released, such Payment Order must be (A) reviewed to ensure that it is for an amount within the purported Authorized User's internally established authority ("threshold control") and (B) approved by at least one other person ("dual control"); and
 - f. keep all Components (as defined in Section 17 below) used for any Services up-to-date in accordance with the manufacturer's recommendations, industry standards, and as otherwise required by Bank.
8. **Limitations on Use of Accounts and Services.** Unless Bank has agreed otherwise in writing, all Accounts and Services are only for Customer's internal use and to carry out Customer's normal business and will not be used for any consumer purposes. Customer will not use, or allow any third party to use, any Account or Service to draw any Item, make any deposit, or process transactions, including Payment Orders, for any third party or on behalf of any person other than Customer. Bank has no duty or obligation to inquire into the circumstances or details of any Item, deposit, or transaction.
9. **Item Restrictions.** Any requirement or restriction on Items drawn on an Account, regardless of whether placed on the Item or notified to Bank, (a) for two or more signatures; (b) limiting the date on which an Item may be paid (e.g., postdating); (c) limiting the amount for which an Item may be drawn; or (d) limiting the amount for which any person may draw an Item, will be considered for Customer's internal purposes only, and Bank will have no duty or obligation to monitor, stop, or prevent payment of an Item with any such requirement or restriction. Bank will not be liable and

will not be deemed to have failed to exercise ordinary care for paying any Item that contains or is subject to such a requirement or restriction.

10. **Deposit.** All deposits, including Items and Entries, are received subject to Bank's acceptance and receipt of final payment. Bank may return or refuse all or any part of a deposit or credit to an Account, at any time, and will not be liable to Customer even if doing so causes outstanding Items drawn on an Account to be dishonored or returned or for a Payment Order to be rejected. Bank may revoke any provisional credit given to Customer if final payment is not received even if such revocation results in or increases an overdraft. Bank may agree with other parties, including banks and clearing houses, to vary the procedures and deadlines regarding the processing and collection of any portion of a deposit to the extent permitted by law. In processing or collecting any Item, Bank has the sole discretion to determine the method, including electronically, and may use third-party service providers, clearing houses, or other banks. Bank is not responsible for the actions of any other party in processing or collecting of any portion of any deposit.
11. **Funds; Overdrafts.** Customer agrees to maintain immediately available funds in its Account sufficient to meet any minimum balance requirements and to cover, in full, all Payment Orders, Items drawn on an Account, ACH Entries (as applicable), returns, reversals, Fees, and all other transactions and amounts Customer may owe in connection with any Account or Service. In addition to any other right Bank may have, if Customer fails to maintain sufficient funds in its Account, Bank may reject or return any Payment Order, Item drawn on an Account, ACH Entry, or any other transaction on an Account and refuse to provide any Service. However, if Customer fails to maintain sufficient funds, Bank may, in its sole discretion, choose to accept, carry out, or pay any Payment Order, Item drawn on an Account, ACH Entry, or any other transaction on an Account even if it would cause or increase an overdraft on an Account. Unless otherwise agreed in writing, all overdrafts will be due and payable immediately, and Bank may charge any applicable Fees. Bank may charge any Account of Customer to cover any payment obligation of Customer. Bank is not obligated to permit, or continue to permit, any overdraft, notwithstanding any prior course of dealing.
12. **Fees; Taxes.** Any Account or Service may have associated fees, charges, and/or expenses as set forth on Exhibit B, such fees will be established by Bank from time to time, in its sole discretion, and as communicated to Customer, including electronically. Customer agrees to be responsible for and pay all Fees. Bank may, in its sole discretion, invoice Customer or directly debit Customer's Account, even if such debit would result in or increase any overdraft. Any payment of Fees to Bank will be in full and without counterclaim or setoff. This Section 12 does not affect any other rights Bank may have under the Terms, these Treasury Terms, any Service Terms, any other agreement between Customer and Bank, or applicable law. Fees do not include, and Customer is solely responsible for payment of, income, use, excise, value added, or any other taxes related to any Account or Service.
13. **Statement Review.**
 - a. Bank will issue Account statements, confirmations, and/or advices (collectively, "Account Statements") to Customer on the frequency advised to Customer from time to time. Account Statements may be mailed or made available electronically, including through a Service or by email, to Customer and, except as otherwise stated in these Treasury Terms or in the Service Terms, will serve as the official record of Customer's Account. Customer must ensure that an

Authorized User promptly reviews all Account Statements made available, including any accompanying Items. Customer agrees that an image of an Item or information identifying an Item (e.g., Item number, amount, and date of payment) is an adequate substitute for the actual Item.

- b. Customer must notify Bank of any unauthorized, improper, or missing indorsements (each an "Indorsement Issue") within six (6) months of the date of the Account Statement on which that Item was paid. Customer must notify Bank of any errors, alterations, discrepancies, unauthorized charges or transactions, including any Fees, Payment Order, Item, or any other irregularity (each an "Error") on an Account Statement within fourteen (14) days of the date of the Account Statement on which such Error appears. Customer must provide Bank with all information necessary for Bank to properly investigate. Notwithstanding the foregoing in this section, in accordance with the Operating Rules, Customer must report an unauthorized ACH debit Entry to an Account immediately, but in no event later than the Business Day following the Business Day on which the unauthorized ACH debit Entry was posted. If Customer does not notify Bank of an unauthorized ACH debit Entry in accordance with the aforementioned deadline, Customer's sole recourse will be with the originator of such ACH debit Entry. Bank recommends that Customer review all Account activity, including ACH Entries, on a daily basis.
- c. If Customer fails to notify Bank in accordance with the time frames of Section 13(b) above, Customer will have failed to exercise reasonable care and promptness in reviewing such Account Statement. Bank is not required to reimburse Customer, and Customer is precluded from demanding payment from or making any claim against Bank for any loss, damage, or expense, including any loss of interest, relating to any Indorsement Issue or Error of which Customer failed to notify Bank in accordance with Section 13(b) above.
- d. Bank may make certain information regarding Customer's Account and Services, including Payment Orders, Items, transaction details, and balances, available to Customer through the BBO Treasury Portal or through other means prior to issuance of an Account Statement. Bank will not be responsible for Customer's reliance on any such information. Such information may not be accurate, may be provided by third parties or otherwise not within Bank's control, and may be updated or corrected from time to time.

14. Information.

- a. Customer agrees to provide any information reasonably requested by Bank. Customer understands that Bank may request information on behalf of itself, a third-party service provider of Bank, or any governmental body or entity. Additionally, Bank may authorize certain of Bank's third-party service providers to request information directly from Customer. Bank may investigate or request information from third parties regarding any information, data, or statement obtained from or regarding Customer, its owners, officers, or Authorized Users in connection with any Account, Service, or transaction.
- b. Customer authorizes Bank to use or disclose any information, data, or documentation with respect to any Account, Service, Item, Payment Order, or transaction, or Customer itself in order to provide the Accounts and Services and for compliance with legal and regulatory requirements and with Bank's internal policies. This may include disclosure to: (i) Bank's third-

party service providers; (ii) Bank's auditors, advisors, or attorneys; (iii) a proposed assignee of Bank; (iv) Bank's examiners or other regulators; (v) any law enforcement agency; or (vi) any judicial body, such as pursuant to a court order or subpoena.

- c. Customer understands that all information, documentation, technology, and Components provided or made available to Customer by Bank are confidential. Customer agrees, with respect to all such information, documentation, technology, and Components, not to: (i) share, transfer, or distribute any portion to any third party, except to the extent authorized by Bank; (ii) modify, disassemble, decompile, reverse engineer, or attempt to derive source code, trade secrets, or other confidential or proprietary information; or (iii) use in any manner prohibited by these Treasury Terms, any Service Terms, or applicable law. Customer will return to Bank all technology and Components and will return or destroy all information and documentation, including any copies, upon termination of these Treasury Terms.

15. Recordings; Records.

- a. Customer understands and agrees on behalf of itself, its affiliates and subsidiaries, and their respective officers, employees, and Authorized Users that Bank may monitor and record Customer's telephone and electronic communications with Bank, including any Payment Order, at any time, without further notice to Customer or any other party to the communication. Bank has sole discretion as to which communications, in whole or in part, it may monitor or record and will not be liable to Customer for failure to record all or any part of a communication.
- b. All records maintained by Bank in the ordinary course of business will be presumed to be accurate and in the absence of manifest error will be binding and conclusive. Bank may retain copies of all records, information, documents, agreements, or anything similar, including Payment Orders and Items, in connection with any Account or Service in an electronic record preserving the image and/or details of such and discard the original. Customer waives any objection to use of such electronic record in lieu of the original for any purpose and in any forum, venue, or jurisdiction.

- 16. Bank Audit.** Upon notice to Customer, Bank is entitled to audit Customer's compliance with these Treasury Terms, any Service Terms, the Operating Rules (as applicable), and any applicable laws and regulations. This audit includes the ability for Bank to (a) visit Customer's physical facilities; (b) inspect Customer's operational and technical procedures, systems, equipment, and infrastructure; and (c) request any documentation and information. Customer agrees to cooperate with Bank, provide access to Bank, and provide any documents or information, at Customer's expense, as may reasonably be requested by Bank in connection with an audit.

17. Components; Internet.

- a. In order to use a Service, Customer may be required to access the Internet, access certain websites on the Internet, or use certain software, hardware, telecommunications services, devices, or other equipment (each a "Component") as determined by Bank. Bank may provide specifications or otherwise determine, in its sole discretion, whether any Component is appropriate or acceptable. The necessity or Bank's acceptance of any Component may vary from Service to Service. Unless Bank has agreed otherwise, Customer shall be solely responsible for obtaining any necessary Component, ensuring that it acceptable to Bank, and

for maintaining and operating of any Component. Customer shall be solely responsible for all costs, one-time and recurring, related to any Component.

- b. Customer understands that there are risks associated in accessing the Internet, accessing any website on the Internet, and using any Component with respect to availability, security, and confidentiality. Customer has made an independent evaluation of, considered, and assumes all risks, including of fraud, hacking, phishing, or computer takeover, any Trojan, worm, virus, spyware, or other form of malicious code, or anything similar that may be associated with accessing the Internet, accessing any website on the Internet, and using any Component. Bank will not have any responsibility or liability, and Customer will be solely responsible and liable for any and all losses, damages, or injuries arising from such assumed risks of the Internet, any website, and any Component. This Section 17 applies regardless of whether Bank specified, mandated, provided, delivered, arranged for, or otherwise made available access to any website or Component.

18. Customer Warranties. Customer represents and warrants to Bank that:

- a. each Authorized User has been duly authorized to take action on behalf of Customer;
- b. if Customer or any Authorized User is taking action on behalf of any subsidiary, Affiliate, or other third party, Customer and each Authorized User has been duly authorized to take action on behalf of and by such subsidiary, Affiliate, or other third party;
- c. prior to submitting any information to Bank regarding any individual, including an Authorized User, Customer has obtained any consent from or made any disclosure to such individual that may be required by applicable law, regulation, or any agreement between Customer and such individual for Bank to process or use such information in providing any Account or Service; and
- d. no deposit, file, data, or information of any kind that Customer transmits, sends, delivers, posts, or otherwise provides to Bank contains any Trojan, worm, virus, spyware, or other form of malicious code, or anything similar that Customer knows of or should know of.

19. DISCLAIMER OF WARRANTIES. NO WARRANTIES WITH RESPECT TO ANY ACCOUNT, SERVICE, COMPONENT, WEBSITE, OR THE INTERNET ARE PROVIDED BY BANK OR ANY THIRD-PARTY SERVICE PROVIDER OF BANK. NEITHER BANK NOR ANY THIRD-PARTY SERVICE PROVIDER OF BANK HAS MADE ANY WARRANTY, EXPRESS OR IMPLIED, THAT ANY ACCOUNT, SERVICE, COMPONENT, WEBSITE, OR THE INTERNET WILL MEET THE NEEDS OR SPECIFICATION OF CUSTOMER, WILL BE FREE OF DEFECTS, SAFE, SECURE, OF ANY PARTICULAR QUALITY, OR WILL PROVIDE ANY PARTICULAR LEVEL OF PERFORMANCE OR AVAILABILITY. BANK AND ALL THIRD-PARTY SERVICE PROVIDERS OF BANK EXPRESSLY DISCLAIM ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND INFRINGEMENT. EACH ACCOUNT, SERVICE, WEBSITE OF BANK, AND COMPONENT IS PROVIDED ON AN "AS IS," "AS AVAILABLE" BASIS.

20. **Limitation of Liability.**

- a. Under these Treasury Terms and any Service Terms, Bank will only be liable to Customer for direct losses to the extent resulting from gross negligence, willful misconduct, or fraud in each case caused by Bank's action or omission. BANK WILL NOT, UNDER ANY CIRCUMSTANCES AND REGARDLESS OF THE CAUSE OF ACTION, BE LIABLE FOR INDIRECT, CONSEQUENTIAL, SPECIAL, OR PUNITIVE LOSSES OR DAMAGES, LOST PROFITS (REGARDLESS OF WHETHER CHARACTERIZED AS DIRECT, INDIRECT, OR ANY OTHER FORM), OR ANY OTHER LOSS, DAMAGE, COST, OR EXPENSE OF CUSTOMER.
- b. Notwithstanding Section 20(a) above, Customer's sole and exclusive remedy, whether against Bank or any third party, with respect to any Component made available or provided by Bank for any malfunction, error, infringement, deficiency, or anything similar, is the replacement or repair of such Component.
- c. Bank will not be liable for, and is released from, any loss, damage, cost, or expense of Customer that may result from: (i) Bank's action or omission in order to comply with any applicable law, regulation, court order, or anything similar; (ii) Bank's action or omission in accordance with any instruction of Customer, Payment Order (or amendment or cancellation thereof), or these Treasury Terms or any Service Terms; (iii) the unavailability of any Service; (iv) the unavailability or malfunction of any website of Bank or Component; (v) any act or omission of any third party not within Bank's control; or (vi) Bank's delay, failure, or inability to perform any obligation because of any act of God, catastrophe, fire, flood, act of any actual or purported governmental authority, war, terrorism, pandemic, failure or breakdown of any electrical, computer, payment, or communications system, or any other cause beyond Bank's reasonable control.
- d. Customer acknowledges that it has been advised of Bank's fraud Services, including Positive Pay, that are designed to assist in the detection and deterrence of unauthorized, altered, counterfeit, or otherwise fraudulent activity on an Account. Customer understands and agrees that if it does not enroll in Bank's fraud Services, to the extent such Services are designed to detect or deter unauthorized, altered, counterfeit, or otherwise fraudulent activity: (i) Bank will not be required to reimburse Customer or credit its Account; (ii) Bank will not be liable for, and is released from, any loss, damage, cost, or expense of Customer that may result; and (iii) Customer is precluded from demanding payment from or making any claim against Bank.

21. **Indemnification.**

- a. Customer agrees to indemnify and hold harmless Bank from and against any and all claims, demands, judgements, losses, damages, costs, or expenses (including attorneys' fees and expenses) arising out of or relating to these Treasury Terms, any Service Terms, or Customer's use of or Bank's providing any Account or any Service, resulting directly or indirectly from: (i) any action or omission of Bank in compliance with Customer's instruction, including any Payment Order or Item; (ii) any act or omission of Bank in order to comply with any applicable law, regulation, court order, or anything similar; (iii) Customer's breach of any provision of the Terms, these Treasury Terms, or any Service Terms; (iv) any action or omission of Customer that results in the payment of funds to or debit of funds from any person, real or fictitious, not

entitled to or not owing all or any portion of such funds; and (v) any unauthorized access to or fraud on an Account, regardless of whether internal or external.

- b. For the purposes of Customer's obligation to indemnify and hold harmless under these Treasury Terms or any Service Terms, the term "Bank" includes, and Customer's obligation extends to, Bank and its parent company, affiliates, and subsidiaries, and their respective employees, officers, and directors, and any third-party service provider used by Bank to carry out or provide, in whole or in part, any security procedure, Account, or Service.

22. Termination.

- a. Unless otherwise agreed by Bank, Customer may terminate these Treasury Terms, any Service Terms, any portion of any Service, or close any Account upon thirty (30) days' prior notice. In addition to any other termination provisions applicable to a specific Service, Bank may terminate these Treasury Terms, any Service Terms, any portion of any Service, or close any Account immediately upon notice to Customer, including in the event: (i) Customer breaches any provision of the Terms, these Treasury Terms, any Service Terms, or the terms of any other agreement between Customer and Bank; (ii) Customer breaches any provision of the Operating Rules; (iii) Customer is unable to meet its debts as they come due, any proceeding is instituted with respect to Customer's bankruptcy, voluntary or involuntary, Bank makes a good faith determination that there has been or is likely to be a material adverse change in the business, assets, properties, liabilities (actual or contingent), operations, condition (financial or otherwise), or prospects of Customer, or Bank determines that termination of any Service, the Service Terms, Treasury Terms, Terms or Master Agreement is necessary for legal, regulatory or operational reasons; (iv) Bank, in its sole discretion, suspects Customer has used or attempted to use an Account or Service to engage in fraudulent activity, determines that Customer's continued use presents undue risk to Bank, or determines it is necessary to comply with applicable law, regulation, court order, or anything similar; or (v) the action or unavailability of any third party or any other occurrence beyond Bank's reasonable control that causes Bank to be unable to provide an Account or Service, or any portion thereof, to Customer.
- b. Termination of these Treasury Terms will terminate all Services. Termination of any Service Terms will terminate the applicable Services. The closing of any Account or termination of any Service, or any portion thereof, shall not affect Customer's obligations or liabilities, including with respect to payment of any Fees and indemnification, which will continue in full force and effect.

23. Governing Law.

- a. Customer will comply with all applicable laws and regulations and any Bank policy or procedure that Bank has provided or made available to Customer. This includes: (i) sanctions enforced by the Office of Foreign Assets Control (OFAC); (ii) the Uniform Commercial Code; and (iii) Federal Reserve and Federal Trade Commission regulations. Further, Customer understands that all ACH transactions, including Customer's receipt or origination of any ACH credit or debit Entry and Customer's use of the ACH Origination Service, will be subject to the Operating Rules which Customer agrees to be bound by and comply with.
- b. With respect to any disputes between the parties, Customer agrees that any court of competent jurisdiction located in the County of St. Joseph, State of Indiana will have exclusive

jurisdiction, and Customer hereby irrevocably consents and submits itself to jurisdiction in any such court. Customer consents to service of process by first-class mail or messenger directed to Customer at Customer's last known address. Nothing herein affects or limits the rights of Bank to serve legal process in any other manner permitted by law or the rights of Bank to bring any action or proceeding against Customer or its property in courts of any other jurisdiction. Customer waives any bond or surety or security upon such bond or surety that might, but for this waiver, be required of Bank. Due to the complexity, high cost and time involved in commercial litigation before a jury, Customer and Bank each knowingly, voluntarily, irrevocably, and after the opportunity to consult with respective counsel, without coercion, waives any and all rights to trial by jury of any disputes between them and further waives any right to consolidate, by counterclaim or otherwise, any action or proceeding concerning any dispute between them with any other action or proceeding in which there is a trial by jury or in which a jury trial cannot be or has not been waived. The Terms, these Treasury Terms, and all Service Terms shall be governed in all respects by the laws of the State of Indiana and applicable federal laws (without regard to conflict of law principles).

24. Amendments.

- a. Bank may supplement, update, amend, or replace all or any provision of the Terms, these Treasury Terms, or any Service Terms at any time. Bank will notify Customer of any such supplement, update, amendment, or replacement. Customer's continued use of any Service after notification will constitute Customer's acceptance thereof, regardless of whether Customer has actually reviewed such supplement, update, amendment, or replacement. If Customer objects to or does not agree to any supplement, update, amendment, or replacement, Customer must immediately discontinue use of all Services and notify Bank.
- b. In the event that Bank's provision of any Account or Service or performance in accordance with these Treasury Terms or any Service Terms would result in a violation of a law, regulation, or government policy to which Bank is subject, then these Treasury Terms or any Service Terms, as applicable, shall be deemed amended to the extent necessary to comply with such law, regulation, or government policy, and Bank will not be liable to Customer as a result of such violation or amendment.
- c. The Terms, these Treasury Terms, Service Terms, and any other Bank forms or documents may only be modified, amended, supplemented, updated, or replaced by Bank or with Bank's written consent. No course of dealing between Bank and Customer will constitute a modification, amendment, supplement, update, or replacement regardless of the practices or procedures Bank or Customer may use.

25. Notice. All notices must be in writing. Notice to Customer may be mailed to Customer's last known address, sent electronically to any email address provided by Customer, or made available electronically through a Service. Notices to Bank must be mailed to Bank's Treasury Services Department at 1st Source Bank, P.O. Box 1602, South Bend, Indiana 46634, Attention: Treasury Services. Notice to Bank will only be effective once received, and Bank has had a reasonable opportunity to act.

26. Assignment. Customer may not assign its interest, rights, or obligations in any Account or Service, or under these Treasury Terms or any Service Terms, without prior written consent of Bank, and any purported assignment in violation shall be null and void. These Treasury Terms and all Service

Terms are binding upon and inure to the benefit of Customer and Bank and their respective successors and permitted assigns.

27. **Severability.** All provisions of the Terms, these Treasury Terms, and Service Terms are severable from one another. The unenforceability or invalidity of any provision does not affect the enforcement or validity of any remaining provision.
28. **Headings.** Section headings used in these Treasury Terms or any Service Terms are for convenience only and not part of the terms thereof.
29. **Waiver.** Any waiver of any provision of the Terms, these Treasury Terms, or any Service Terms by Bank must be in writing to be effective. Bank's waiver of any right will only apply on that occasion and will not be deemed a waiver of other rights or of the same right at another time. No course of dealing by Bank, nor any failure to exercise, nor any delay in exercising any right, power or privilege hereunder by Bank shall operate as a waiver thereof.
30. **Entire Agreement.** The Terms, these Treasury Terms, the Service Terms, and any agreement, application, user guide, procedure, or other documentation incorporated by reference (a) constitute the entire agreement between Bank and Customer regarding the Accounts and Services, (b) supersede any prior agreements regarding the Accounts and Services, and (c) may not be contradicted by evidence of prior, contemporaneous, or subsequent oral agreements.

Part II. SERVICE TERMS

The terms, conditions, and disclosures of each section of this Part II will only be applicable for those Services Customer applies for, uses, or continues to use. Each section of this Part II will be considered a separate Service and the corresponding terms, conditions, and disclosures will be considered Service Terms. All Service Terms are subject to the Treasury Terms (Part I of this Master Agreement), which are hereby incorporated into the Service Terms by reference. Any capitalized terms used in the Service Terms, unless otherwise defined or provided for therein, shall have the meaning ascribed in the Treasury Terms. Customer may not be eligible for all Services. Services may not be available to Customer at all times.

A. BBO Treasury

1. **Service.** This BBO Treasury Service provides Customer with the ability to view and monitor Account balances and activity electronically through the BBO Treasury Portal. Additionally, this Service provides Customer with the ability to utilize other Services Customer has requested and Bank has approved Customer's use of, including to initiate Payment Orders via ACH Origination or Wire Transfer and/or to make deposits via Remote Deposit Express (each of the foregoing described in more detail below). The foregoing is not an exhaustive list of the Service's capabilities, and Bank may expand, reduce, or modify the capabilities at any time.
2. **Administrators.** Bank may provide Customer with the ability to designate certain Designating Persons to act as administrator and entitle and terminate Authorized Users to access the Services. If such ability is made available to Customer, Customer understands that such Designating Persons will:
 - a. have authority to determine each Authorized User's ability to view, access, and control an Account and use any Service;
 - b. have the ability to add and remove Accounts in connection with the Services;
 - c. have the ability to add and remove Services with respect to any Account;
 - d. have the ability to access information regarding all Customer's Accounts, including without limitation, Customer's outstanding credit facilities with Bank. It is Customer's sole responsibility to designate Designating Persons consistent with Customer's internal roles, delegated authority and policies, and Bank will have no duty or obligation to monitor, stop, or prevent access by an Designating Person or Authorized User even if inconsistent with lending resolutions provided to Bank; and
 - e. be responsible for receiving and distributing any materials, disclosures, notices, documents, and correspondence made available by Bank through this Service. Materials, disclosures, notices, documents, and correspondence made available by Bank through this Service may apply to this Service and any other Service. Any materials, disclosures, notices, documents, or correspondence made available by Bank through this Service will be deemed to be received by and effective against Customer.
3. **Messages to Bank.** Customer may have the ability to send electronic messages to Bank through this Service. Customer understands that such messages may not be secure or encrypted. Customer

shall not send or ask for confidential, personal, or sensitive information in any electronic message, including but not limited to, Account numbers, passwords, or User IDs. Further, Customer shall not use or attempt to use electronic messages to initiate any Payment Order, and Bank is not obligated to act upon any Payment Order submitted through electronic messages.

4. **Alerts.** If enabled by Customer, Bank may send communications to Customer regarding its Accounts via email and/or text message. Bank will send such communications to the email address and/or mobile phone number that has been provided to Bank and shall have no responsibility for validating the accuracy of such information and no liability for the interception, mis-delivery, non-delivery, or delay of any communication. Customer understands that such communications may not be secure or encrypted.
5. **Stop Payments.** If Customer elects to use the stop payment feature of this Service, Customer must provide Bank with all information reasonably necessary for Bank to sufficiently identify the applicable Check and act on such stop payment order. A stop payment order is not effective until it is properly completed, received by Bank, and Bank has had a reasonable time to act. Properly submitted stop payment orders or stop payment orders requested via this Service are effective for six (6) months after the date received and will automatically expire after that period unless renewed in writing. Customer must submit stop payment orders by the Bank's Cut-off Time for stop payment orders each Business Day. Any stop payment order submitted after Bank's processing Cut-off Time will be considered to have been submitted the following Business Day. Prior to requesting a stop payment, Customer must verify that the Item has not already been posted to an Account. If an Item has already been paid prior to Bank's receipt and entry of the stop payment request, then Bank shall not be liable for any loss incurred by Customer arising from the event.
6. **Book Transfers.** Customer may use the book transfer feature of the Service to initiate a Payment Order between Customer's Accounts. Customer must submit a book transfer within Bank's processing Cut-off Time for book transfers each Business Day. Any book transfer submitted after Bank's processing Cut-off Time will be considered to have been submitted the following Business Day.
7. **Internet Components.** Customer understands that its use of this Service, and any other Service through this Service, operates using the Internet and other Components. In addition to any other assumptions of risk provided for under the Terms, Treasury Terms, and any other Service Terms, Customer acknowledges and assumes all risks of interception, security breach, corruption, transmission error, and access unavailability associated with the use of this Service, any other Service, the Internet, or any Component.
8. **Periodic Use.** Customer will access this Service at least every ninety (90) days. If Customer does not access this Service for ninety (90) days Bank reserves the right to remove Customer's ability to use this Service or terminate this Service without notice. This requirement does not affect and is in addition to and not in lieu of any other obligation Customer may have under the Terms, Treasury Terms, or any other Service Terms, including to review its Account Statements.

B. ACH Origination

1. **Service.** Through this Service Customer may initiate debit or credit Entries to its Accounts and to accounts at other financial institutions by means of ACH. Subject to these Service Terms, Customer will be Originator and Bank will act as Originating Depository Financial Institution (“ODFI”) with respect to such Entries. Any Account for which Customer has requested use of this Service, in a form acceptable to Bank, and for which Bank has approved use of this Service will be an "ACH Account" under these Service Terms.
2. **Definitions.** Capitalized terms not defined in these Service Terms or in the Treasury Terms shall have the meaning ascribed in the Operating Rules.
3. **Operating Rules.** Customer shall comply with the Operating Rules.
4. **Transmission of Entries.** Customer shall submit all Files to Bank: (a) through the BBO Treasury Portal or such other method as communicated by Bank; (b) prior to Bank's established Cut-off Time; and (c) in compliance with these Service Terms. Customer authorizes Bank to transmit all Entries received. Customer may only originate an Entry that is or may result in CCD, CTX, and PPD Entries. Customer may originate TEL and WEB Entries with Bank’s prior written approval. Customer shall not originate any Entry that is or may result in an International ACH (IAT), ARC, BOC, POP, RCK, or other Standard Entry Class Code type not expressly identified above (“Other SEC Class Code”) Entry and agrees that IAT, ARC, BOC, POP, RCK or Other SEC Class Code Entries are specifically prohibited by these Service Terms. A credit Entry may be Transmitted through the ACH.
5. **Format; Processing Schedule.** Customer will ensure that all Files, and each Entry therein, are submitted in compliance with Bank's specifications and the Operating Rules. Customer is solely responsible for the content and form of Files and for correcting, repairing, and/or resubmitting any non-compliant File. Any File submitted after Bank's established Cut-off Time will be deemed submitted the following Business Day. Unless otherwise permitted by the Operating Rules and agreed to by Bank, Files must be submitted prior to the established Cut-off Time plus at least one (1) Business Day prior to the Settlement Date.
6. **Exposure Limits.** Bank may establish certain limitations on Customer's use of this Service based on the amount and/or frequency of Customer's Entries, whether individually or in total. These limitations may be communicated to Customer but will not be binding on Bank. Bank may modify, including decrease, these limitations at any time without notice to Customer. Customer shall comply with any such limitations, and Bank may reject any Entry that does not comply, in addition to any other rights Bank may have. Customer will provide Bank with its most recent year-end financial statements upon Bank's request.
7. **Settlement; Prefunding.** Customer authorizes Bank to debit the applicable ACH Account on the Settlement Date in the amount of each credit Entry. Bank may, in its sole discretion and without prior notice, require that upon submission or otherwise prior to the Settlement Date Customer make available, in immediately available funds, an amount up to the total amount of all credit Entries. Such amount will be deposited by Customer to an account designated by Bank and Customer authorizes Bank to place a hold on such account for the corresponding amount. If Customer refuses

or fails to make the full amount of funds available to Bank, Bank may, in its sole discretion, (a) reject all credit Entries or (b) pay all Entries.

8. **Bank Obligations.** All Files and Entries are subject to Bank's acceptance. Bank may reject, return, or delay processing any File or Entry that is incomplete or otherwise not in compliance with these Service Terms. Bank will notify Customer of any File that is rejected or returned via email or telephone on the next Business Day.
9. **Warranties.** Each time Customer uses this Service, and for each Entry, Customer warrants to Bank all warranties Bank is deemed to make under the Operating Rules with respect to any Entry originated by Customer. Without limiting the foregoing, Customer warrants that each Entry (a) has been properly authorized by the Receiver and such authorization has not been revoked; (b) is timely and accurate; and (c) complies with applicable law. Customer agrees to provide Bank with copies of any authorizations upon request.
10. **Provisional Credit.** Customer understands that the Operating Rules make provisional any credit given until the Receiving Depository Financial Institution ("RDFI") receives final settlement. If final settlement is not received, the RDFI is entitled to a refund from the Receiver, and the Originator of such Entry will be deemed to have not paid the Receiver.
11. **Cancellation or Amendment of Entry.** Customer has no right, and Bank is not obligated, to cancel or amend any Entry after it has been received by Bank. Customer may initiate a Reversal of an Entry as permitted by the Operating Rules. Consistent with the Operating Rules, any Reversal must be submitted to Bank in such time and manner specified by Bank and may be subject to acceptance by the RDFI.
12. **Inconsistency of Name and Number.** Customer understands that a Receiving Depository Financial Institution may act solely on the basis of an account number even if the name in an Entry describes a Receiver differently from the name on the account. Additionally, Bank may send an Entry to the applicable Receiving Depository Financial Institution based solely on the identifying number Customer provides even if such number identifies a different Receiving Depository Financial Institution by name.
13. **Third-Party Service Provider.** Customer may choose to use a third-party service provider to submit Files to Bank, handle Return Entries, or perform other functions related to this Service on Customer's behalf. However, Bank reserves the right to deny Customer's use of any particular third-party service provider and refuse to accept any File submitted by such third-party service provider. Customer will provide any information and/or documentation regarding Customer's use of a third-party service provider upon Bank's request. Customer will be responsible for any act or omission by such third-party service provider, including if Bank accepts any File submitted.
14. **Third-Party Sender.** Customer shall not submit any Entry on behalf of any third party at any time or otherwise act as a Third-Party Sender without the prior written consent of Bank. If Customer acts as a Third-Party Sender, Customer shall be subject to the following additional requirements. Customer represents and warrants to Bank that it will monitor, assess, and enforce limitation in accordance with the Operating Rules. If Customer originates on behalf of any other entity, Bank may require information including without limitation: (a) regarding Customer's financial condition;

(b) verifying Customer's customers and the nature of their businesses; and (c) sufficient for Bank to determine whether Customer is working with additional ODFIs. Customer shall comply with all audit requirements under the Operating Rules and shall provide proof of compliance upon Bank's request. Bank reserves the rights, in its sole discretion, to refuse to process Entries for a particular Originator. If Customer originates on behalf of any other entity and Bank determines in its sole discretion, that Bank no longer desires to process transactions for such entity, Bank may suspend, modify, amend or terminate the Service. Customer shall not act as a Third-Party Sender on behalf of another Third-Party Sender.

15. **Same Day ACH.** Notwithstanding anything to contrary in Sections 1 through Section 14 above, the following terms and conditions shall apply to Same Day ACH transactions.
- a. **Exposure Limits.** If Customer has been approved for Same Day ACH transactions, Same Day ACH transactions shall be limited to Customer's pre-approved assigned limit which in no event will exceed the then-current dollar limit as stated in the Operating Rules.

C. ACH Filter

1. **Service.** Through this fraud Service Customer will provide certain criteria against which ACH Entries to an ACH Filter Account will be compared. Customer will be notified of any ACH Entry that does not match the criteria Customer provided and be given an opportunity to return such ACH Entry.
2. **Definitions.** Capitalized terms not defined in these Service Terms or in the Treasury Terms have the meaning ascribed in the Operating Rules.
 - a. ACH Filter Account. Any Account of Customer for which Customer has requested, in a form acceptable to Bank, and Bank has approved, use of this Service.
 - b. Alert. An email notification provided to Customer of an ACH Entry to an ACH Filter Account that does not match the criteria provided by Customer.
3. **Decision by Customer.** Customer will be provided an Alert on each Business Day an ACH Entry is received for an ACH Filter Account that does not match the criteria provided by Customer. This Alert will contain details regarding each such ACH Entry, including amount, company ID, and Standard Entry Class Code, to the extent such information is available. On the same Business Day, prior to the established Cut-off Time, Customer should decide whether each such ACH Entry should be paid. If Customer chooses to return an ACH Entry, Customer must do so in accordance with Section 4 below.
4. **Returnable ACH Entries.** Customer may only return an ACH Entry if it is "unauthorized" (as such term is used under the Operating Rules) and shall not return an ACH Entry for any other reason, including if the ACH Filter Account does not contain sufficient funds, and shall not return any ACH Entry that was authorized by Customer. Customer understands that this Service is not intended to be used by Customer as a substitute for authorization instructions or to delay payment of an ACH Entry. Bank may request evidence from Customer, such as an affidavit, that any ACH Entry returned was in fact unauthorized.
5. **Return Method.** Customer will only return an ACH Entry through the BBO Treasury Portal. Customer will not attempt to return an ACH Entry using any other method, including by telephone.

or email. Bank will have no obligation to act on any communication through any other method relating to an attempt to return an ACH Entry regardless of whether or not actually received by Bank.

6. **Failure to Decide.** For each ACH Filter Account, for those ACH Entries for which Customer has not made a decision as provided in Section 3 above, Bank will return each ACH Entry for which Customer does not notify Bank whether to accept or return prior to Bank's established Cut-off Time, and Customer will be deemed to have returned such ACH Entry as "unauthorized" as provided for in these Service Terms and the Operating Rules.
7. **ACH Conversions.** While this Service is not intended to affect Checks or similar Items, Customer understands that other parties, including payees and other holders of Checks drawn by Customer, may convert Checks into ACH Entries. The criteria established by Customer may cause Checks converted into ACH Entries to be included in an Alert. Customer is solely responsible for ensuring that it establishes criteria that will permit such Checks to be properly paid or preventing such other parties from converting Checks drawn by Customer into ACH Entries.
8. **Exceptions.** Notwithstanding anything else in these Service Terms, this Service does not apply to ACH Entries between Bank and Customer, including ACH Entries:
 - a. relating to any amounts payable to Bank under any agreement that authorizes the withdrawal of funds from an ACH Filter Account to pay any amount due or to become due to Bank, including Fees and amounts owed to Bank in connection with a loan or other extension of credit, without regard to whether any such amount became due or agreement occurred prior to, simultaneously with, or after the date this Service had been established or Customer has provided any criteria regarding ACH Entries;
 - b. that Customer has originated through Bank under another Service;
 - c. reversing any previously received ACH credit Entry;
 - d. debiting or crediting the ACH Filter Account to correct processing errors; or
 - e. to comply with applicable law, regulations, or payment system rules.

D. Positive Pay

1. **Service.** This Positive Pay Service may be used by Customer to assist with the detection and deterrence of unauthorized, altered counterfeit, or fraudulent Checks drawn on Customer's Account. Subject to Section 6 of these Service Terms, this Service compares Checks drawn on Customer's Account that have been presented for payment to Bank against the Issued Report. Any Check that does not match the Issued Report will be considered an Exception Check and subject to Customer's decision as provided in these Service Terms.
2. **Definitions.**
 - a. **Positive Pay Account.** Any Account of Customer for which Customer has requested, in a form acceptable to Bank, and Bank has approved use of this Service.

- b. Exception Check. A Check that has been presented to Bank for payment: (i) the payment details of which do not match the Issued Report; (ii) that is not included on the Issued Report; or (iii) that is a duplicate of a Check on the Issued Report that has been previously paid.
 - c. Issued Report. Electronic file created by Customer containing information regarding Checks drawn on Customer's Account and in a format prescribed by Bank.
- 3. **Issued Report**. For each Positive Pay Account, each day Checks are drawn Customer shall submit the Issued Report by the Cut-off Time using the BBO Treasury Portal or such other method as communicated by Bank. If Customer submits the Issued Report on a non-Business Day or after Bank's established Cut-off Time, such Issued Report will be considered to have been submitted on the next Business Day. The Issued Report must contain the serial number and the amount of each Check that has been drawn. Unless Bank has agreed otherwise in writing, Bank has no obligation to compare any presented Check against any other information included in the Issued Report.
- 4. **Checks Matching Issued Report**. If Bank pays any Check presented for payment that matches any current or prior Issued Report, such Check will be deemed to have been properly payable regardless of whether unauthorized, altered, counterfeit, containing any unauthorized signature or endorsement, or subject to a stop payment order.
- 5. **Exception Checks**.
 - a. Each Business Day, prior to a time established by Bank and communicated to Customer, Bank will notify Customer of any Exception Checks. Customer will review each Exception Check and prior to Bank's established cut-off time notify Bank through the BBO Treasury Portal or such other method acceptable to Bank of whether each Exception Check should be paid or returned.
 - b. For each Positive Pay Account, Bank will return each Exception Check for which Customer does not notify Bank whether to pay or return prior to Bank's established Cut-off Time. Notwithstanding the foregoing, Bank may, but has no duty or obligation to, attempt to act on any instruction to pay or return an Exception Check received after Bank's established Cut-off Time; provided, however, Bank shall have no liability or responsibility for any refusal, failure, or inability to act on any instruction after Bank's established Cut-off Time.
 - c. If Bank pays or returns any Exception Check in accordance with the decision of Customer or as otherwise provided for in these Service Terms, Bank will be deemed not to have improperly paid or wrongfully dishonored the applicable Check.
- 6. **In-Branch Presentment**. Notwithstanding anything in these Service Terms, Bank has no duty and is not obligated to compare Checks presented for payment in-person at a branch of Bank against the Issued Report. Bank may follow its usual and customary procedures in paying any Check presented for payment in-person at a branch of Bank. However, if Bank does compare a Check presented for payment in-person at a branch of Bank against the Issued Report and either (a) returns such Check to the presenter because it does not match the Issued Report or (b) pays such Check because it does match the Issued Report, Bank will be deemed to have exercised

ordinary care, and Bank will not have improperly paid or wrongfully dishonored the Check, as applicable.

7. **Check Number Range.** If Customer is using both the Bill Pay and Positive Pay Services, Customer acknowledges and agrees that Customer will not order checks in the same number range used by Bill Pay. If the Customer orders checks within the same number range, Customer shall be responsible for re-ordering checks and all costs associated therewith.

E. **Check Watch**

1. **Service.** This Check Watch service will cause any check presented to an account designated by Customer to reject and be returned automatically to any non-Bank affiliate the next Business Day.

F. **Remote Deposit Express**

1. **Service.** Through this Remote Deposit Express Service Customer will have the ability to electronically capture and deposit Checks it has received. Customer will use a Scanner to electronically create an Image of each Check and will be provided with access to the Remote Deposit Express portal to submit such Images for deposit. For any Images Bank accepts, Bank will process such Images through an electronic exchange with the Federal Reserve, drawees, other financial institutions, processors, or clearing houses as Bank determines in its sole discretion.
2. **Definitions.**
 - a. **Scanner.** A Component used by Customer to electronically create Images and capture remittance information, including payee, amount, MICR line, and serial number, of paper-based, original Checks.
 - b. **Image.** An electronic reproduction of a paper-based, original Check created by a Scanner.
3. **Scanner.** In using this Service, Customer will only use a Scanner which has been provided by Bank or which Customer has procured and Bank has approved. Customer must notify Bank and receive its approval prior to using another Scanner. If Bank provides the Scanner, Bank grants to Customer a non-transferrable and non-exclusive sublicense limited to Customer's use of this Service, and Customer may be required to complete additional documentation, including agreements, prior to Customer's use.
4. **Mobile Remote Deposit.** Customer may also make deposits to eligible Accounts from remote locations by taking a picture of Check deposits scanned images of which are then electronically delivered to Bank for deposit. Customer must have a supported mobile device with a supported camera and download the required application to such mobile device. The required application may be provided by a third-party, and Customer may be required to complete additional documentation, including agreements, prior to Customer's use. Bank does not guarantee that your particular mobile device, mobile device camera, or mobile device operating system will be compatible with the Service. Bank reserves the right to limit the maximum amount of your deposit.
5. **Prohibited Checks.** Customer will only use the Service to deposit Checks. Further, Customer agrees that it will not use the Service to deposit, or attempt to deposit, Checks that:

- a. are payable to any person other than Customer (or a reasonable derivation thereof);
- b. contain obvious alteration to any of the fields on the front of the Check;
- c. Customer knows or suspects, or should know or suspect, are fraudulent;
- d. are substitute checks, as defined in Federal Reserve Regulation CC;
- e. are remotely created checks, as defined in Federal Reserve Regulation CC;
- f. are drawn on financial institutions outside the United States or its territories or protectorates;
or
- g. are otherwise not acceptable under the Terms or Treasury Terms.

If Customer submits an Image that does not comply with these Service Terms, Customer makes all representations and warranties and assumes all obligations and liabilities as provided under these Service Terms to the same extent. Bank will not be liable, nor will Bank be deemed to have failed to exercise ordinary care if Bank accepts or processes any Image that does not comply with this Section and subsections (a) through (g) above.

6. **Customer Representations and Warranties.** Customer represents and warrants to Bank that:
 - a. all Checks are properly endorsed on the back side of the Check prior to being scanned with the endorsement “For electronic deposit at 1st Source Bank only” or as otherwise instructed by Bank from time to time;
 - b. any Image submitted to Bank completely, accurately, and legibly represents all of the information contained on the front and back of the original Check;
 - c. all Images meet all legal, technical, formatting, and quality standards and requirements as provided for by these Service Terms, applicable law, regulation, and/or Federal Reserve System, including for a substitute check;
 - d. all Images and authorizations will be maintained and be capable of being reproduced for the period of time prescribed by these Service Terms and applicable law; and
 - e. Customer will not redeposit, transfer, further negotiate, or otherwise cause any person to pay a Check more than once.
7. **Acceptance; Processing.** All Images must be submitted to Bank prior to the Bank’s established Cut-off Time each Business Day. Any Image submitted after the Cut-off Time will be deemed to have been submitted on and will be processed the next Business Day. All Images are subject to Bank’s acceptance. Bank reserves the right to reject or return any Image for any reason, including if any Image would be in violation of these Service Terms, any limitation that has been established for Customer (as provided in Section 8 below), or applicable law. Bank may also repair or attempt to repair any Image or data before returning it. Any Image that is returned, including for bad Image

quality, may be charged back against Customer's Account, along with any associated Fee. Bank will not be responsible or have any liability for any loss or delay Customer suffers if Bank rejects, returns, or repairs an Image. The Bank may, in its sole discretion, but shall not be obligated to, accept and process any Image transmitted to the Bank for deposit that does not comply with the requirements set forth in the Treasury, Terms, Service Terms or the Terms (including, without limitation, to endorse the original paper check "For electronic deposit at 1st Source Bank only" or as the Bank may otherwise instruct from time to time) and shall have no liability or responsibility for any damages, losses, claims or other causes of action experienced by Customer as a result of the Bank accepting and processing any such non-conforming Image.

8. **Limits on Use of Service.** Bank may establish limitations on Customer's use of this Service based on the amount of the Checks and/or frequency of Customer's submission of Images. Limitations may be placed on the amount of an individual Check, the total amount of all Checks submitted for any Business Day, and/or the number of Images submitted for any Business Day. These limitations may be communicated to Customer, but will not be binding on Bank. Bank may modify, including decrease, these limitations at any time without notice to Customer.
9. **Availability.** Customer understands that Items submitted using this Service are not subject to the funds availability requirements of Federal Reserve Regulation CC. Generally, funds will be available in accordance with Bank's standard availability policy, however, Bank reserves the right to place a hold on any or all Items deposited through the Service.
10. **Originals.** Customer shall establish procedures for retaining and destroying paper-based, original Checks after creating an Image. Such procedures must provide, at a minimum, that such Checks:
 - a. will be stored in a locked, fire-proof container in a secure area that is accessible to only a limited number of authorized personnel;
 - b. will not be duplicated, redeposited, or negotiated in any form;
 - c. will be destroyed no earlier than ninety (90) days and no later than one hundred (100) days after the associated Image has been created; and
 - d. may only be destroyed using cross-shredding and incineration.

Upon Bank's request, at any time prior to destruction, Customer must provide any original Check within with two (2) Business Days. Bank may review Customer's procedures in connection with use of the Service and require any remediation the Bank deems appropriate in its sole discretion.

11. **Maintenance.** After installation of the Scanner and Customer has received instructional training, Bank may provide, at its sole discretion, Customer with reasonable assistance and/or technical support for its use of the Scanner and this Service or assist Customer in obtaining such support from the manufacturer or distributor of the Scanner. Such assistance and/or support is provided solely as a courtesy and Customer may have the ability to permit Bank to view or access Customer's computer remotely from a location of Bank. Any assistance and/or support provided does not create any representation or warranty by Bank or affect any disclaimer of representations or warranties provided in the Terms, Treasury Terms, or any Service Terms.

CUSTOMER'S USE OF BANK'S ASSISTANCE AND/OR SUPPORT IS AT CUSTOMER'S OWN RISK AND IS PROVIDED ON AN "AS IS," "AS AVAILABLE" BASIS WITHOUT REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, OF ANY KIND. CUSTOMER ASSUMES FULL RESPONSIBILITY AND LIABILITY RESULTING FROM ANY ASSISTANCE OR SUPPORT PROVIDED BY BANK, INCLUDING ANY TROJAN, WORM, VIRUS, SPYWARE, OR OTHER FORM OF MALICIOUS CODE, OR ANY CLAIM OF INFRINGEMENT OR ANY OTHER VIOLATION OF ANY PARTY'S INTELLECTUAL PROPERTY RIGHTS, OR ANYTHING SIMILAR TO THE FOREGOING THAT MAY RESULT.

12. **Certification.** On a periodic basis, including upon Customer's initial implementation of the Service, Bank may require Customer to certify that it has received instructional training on the use of this Service and understands the responsibilities associated with the use of this Service.

G. **Zero Balance Sweeps**

1. **Services.** Through this Zero Balance Sweep Service, at the end of each Business Day Bank will, after posting all applicable charges and credits, automatically withdraw funds from or deposit funds to, as the case may be, each Zero Balance Account and make a corresponding deposit of funds to or withdrawal of funds from, respectively, the applicable Master Account to achieve a zero balance, subject to Section 5 below.
2. **Definitions.**
 - a. **Affiliate.** An entity that directly or indirectly controls, is controlled by, or is under common control with Customer.
 - b. **Master Account.** An Account or an account of an Affiliate held with Bank which at the end of each Business Day funds are withdrawn from or deposited to in order to achieve a zero balance in the Target Account.
 - c. **Sweep Account.** An Account or an account of an Affiliate held with Bank for which Bank has received a request, either from Customer or Affiliate, in a form acceptable to Bank, and Bank has approved use of the Zero Balance Sweep Service. A Sweep Account may be a Zero Balance Account or a Master Account depending on the request of the Customer or an Affiliate.
 - d. **Zero Balance Account.** An Account or an account of an Affiliate held with Bank which at the end of each Business Day, after all applicable credits and debits have been posted, any funds in excess of a zero balance are withdrawn and deposited to the Master Account or if funds are below the zero balance, including an overdraft, funds are deposited to by a withdrawal from the Master Account.
3. **Restrictions.** Customer represents and warrants that each Sweep Account is not and will not be restricted in any way and is owned and held outright by Customer or the respective Affiliate (as applicable). If at any time a Sweep Account is or will be restricted or is not or will not be owned or held outright by Customer or the respective Affiliate (as applicable), Customer must notify Bank immediately, and Bank reserves the right to terminate any Sweep Service immediately.

4. **No Credit Agreement.** The Zero Balance Sweep Service is not to be construed as an agreement or commitment by Bank to extend or provide any credit to Customer or any Affiliate.
5. **Balances.** A sufficient balance of actually and finally collected funds must be maintained on deposit at all times in the Master Account to cover all transactions, including items drawn, ACH Entries, and Payment Orders, on the Master Account in addition to any funding obligations to a Zero Balance Account that may be created thereunder. In the event the Master Account fails to maintain a sufficient balance of actually and finally collected funds (a) the zero balance may not be achieved, (b) Bank may refuse any transaction on any Sweep Account, and/or (c) Bank may suspend Sweep Services to any Sweep Account until a sufficient balance is on deposit.
6. **Indirect and Unauthorized Access.** Customer understands that access to the Master Account's funds may be gained and an overdraft may be caused by any person who has control of a Zero Balance Account, regardless of whether such person has also been granted authority or access to the Master Account. This indirect access may result in the Master Account paying or assuming obligations, including Items, ACH Entries, overdrafts, and Fees associated therewith, that are presented or posted to a Zero Balance Account.
7. **Affiliates.**
 - a. Customer may request that an account of an Affiliate held with Bank be designed as a Zero Balance Account. Under such a request funds would be automatically transferred to and/or from the Affiliate's account and correspondingly to and/or from an Account designated as the Master Account.
 - b. Customer may request that an Account be designated as a Zero Balance Account to an account of an Affiliate held with Bank that has been designated as the Master Account. Under such a request funds would be automatically transferred to and/or from an Account and correspondingly to and/or from the Affiliate's account that has been designated as Master Account. The Affiliate will become Customer's agent for the purposes of the Zero Balance Sweep Service and may at any time: (i) discuss Customer's Sweep Account and any details, matters, or information with Bank relating to the arrangement; (ii) receive and execute any documents relating to the arrangement; (iii) add other Accounts and/or accounts of other affiliates as Sweep Accounts; and (iv) remove any Sweep Account from the arrangement.
 - c. Customer represents and warrants to Bank that it and each Affiliate has the requisite approval and authority to request and engage in any arrangement contemplated by Section 7(a) or (b) above. Bank may request any information or documentation with regard to Customer and Affiliate's approval and authority. Customer and/or each Affiliate may be required to complete additional documentation, including any agreements with Bank that Bank deems necessary, prior to Bank's approval of any request.
 - d. The decision to grant any Customer request under Sections 7(a) or (b) is within the Bank's sole discretion. Bank may place conditions or limitations on any request or deny any request for any reason.
 - e. If Bank grants any request, in addition to any other rights Bank may have or obligations Customer or each Affiliate may have: (i) Customer and each Affiliate will, jointly and

severally, indemnify and hold Bank harmless from and against any and all claims, demands, judgements, losses, damages, costs, or expenses (including attorneys' fees) arising out of or relating to these Service Terms and the Zero Balance Sweep Service; and (ii) Bank will have the right to setoff, in whole or in part, any funds in any Sweep Account at any time, without notice, against any overdraft in any other Sweep Account, even if doing so places such Sweep Account into or further into overdraft.

8. **Modifications of Sweep Service Parameters.** Customer may add and/or remove Customer Accounts as Sweep Accounts, and if Customer has been appointed as agent by any Affiliate, Customer may add/or remove such Affiliate's accounts held at Bank as Sweep Accounts, at any time by providing notice in a form acceptable to Bank. Bank reserves the right to: (i) refuse to add any account as a Sweep Account; (ii) remove any Sweep Account from any Sweep Service; and (iii) require that Customer or an Affiliate (if applicable) fund the Master Account with actually and finally collected funds in an amount sufficient to cover any payment, including any Item drawn or Payment Order, on Sweep Accounts.
9. **FDIC Disclosures.** In the event of a failure of Bank, funds transferred as part of a Sweep Service will be considered deposits of the Sweep Account in which the funds are held, as reflected on Bank's end-of-day ledger balance, by the Federal Deposit Insurance Corporation and insurance will be determined by the Federal Deposit Insurance Corporation. Requested arrangements with affiliates, as described in Sections 7(a) or (b), may result in a reduction or complete elimination of any insurance available to Customer.

H. **Wire Transfer**

1. **Service.** Through this Service, Bank may permit Customer to make an Electronic and/or Manual Payment Order or to authorize a recipient to initiate a Reverse Wire Transfer from Customer's Account. Unless otherwise agreed by Bank, each Account must be a demand deposit account. Bank maintains the sole discretion to determine whether Customer and/or any Account is eligible for this Service or any portion of this Service. Bank may place restrictions on Customer's use of this Service or on an Account's use of this Service. Bank may withdraw any prior determination or remove or add any restriction at any time. This Service is only for Customer's internal use to carry out Customer's normal business. Customer shall not use or attempt to use this Service for any consumer purposes. If Customer applies for, uses, or continues to use this Service, Customer agrees to be bound by this Agreement.
2. **Definitions.**
 - a. **Reverse Wire Transfer.** A wire transfer that is initiated by the recipient to debit the Account of Customer where Bank has received Customer's prior written authorization of such wire transfer. A Reverse Wire Transfer is also known as a funds drawdown request or Fedwire 1031 drawdown request.
3. **Authorized Users, Manual Initiators, and Manual Approvers.**
 - a. Customer will designate Authorized Users to make Electronic Payment Orders and provide other information as Bank may request regarding each such Authorized User in a form acceptable to Bank which Bank may provide through the BBO Treasury Portal.

- b. Customer will designate Authorized Users to make Manual Payment Orders (each a "Manual Initiator") and to confirm Manual Payment Orders (each a "Manual Approver"), and provide other information as Bank may request regarding each such Manual Initiator and Manual Approver using Exhibit C Manual Payment Order Authorization Form attached to this Agreement or such other form as Bank may provide.
 - c. In addition to a User ID and password, Bank will issue a security code for each Manual Initiator and Manual Approver.
 - d. Bank may request additional information at any time. Bank is not responsible for the validity, accuracy, or completeness of any information provided by Customer, and Bank is entitled to rely solely on this Agreement and any information provided by Customer in providing this Service.
 - e. Customer will maintain a current and accurate list of all Authorized Users, Manual Initiators, and Manual Approvers. Customer will notify Bank's Treasury Services Department of any change with respect to any information regarding an Authorized User, Manual Initiator, or Manual Approver or any security code, including updates, additions, or deletions, in a form acceptable to Bank.
 - f. Customer will be responsible for the acts of all Authorized Users, Manual Initiators, and Manual Approvers, including for Payment Orders and amendments or cancellations thereof.
- 4. Electronic Payment Order.** In order to make an Electronic Payment Order or an amendment or cancellation thereof, the security procedure requires an Authorized User's User ID and password and one or more of: a token, biometric identifier, cookie, digital signature, "out-of-band" authentication, call-back, and other security devices, factors, or methods communicated by Bank to Customer. Any portion of a security procedure may be provided or administered by Bank or a third-party service provider selected by Bank. Bank may use or change a third-party service provider at any time, without notice to Customer. Use of a third-party service provider will not affect the commercial reasonableness of any security procedure or Customer's liability.
- 5. Manual Payment Order.**
- a. If Bank receives a Manual Payment Order from anyone purporting to be a Manual Initiator and such Manual Payment Order is verified by Bank with the security code of the respective Manual Initiator, Bank may choose to accept such Payment Order. No person attempting to place a Manual Payment Order may use the security code of another Manual Initiator. Bank may, but is not obligated to, confirm such Payment Order by a call-back to any Manual Approver at the telephone number provided in Exhibit C and the purported Manual Approver may be required to provide the security code for the respective Manual Approver.
 - b. Customer understands that a Manual Payment Order presents potential increased and additional risks, including of fraud and unauthorized activity. Customer has considered the risks of Manual Payment Orders and by signing this Agreement and completing Exhibit C agrees that any Manual Payment Order received by Bank from any anyone purporting to be a Manual Initiator who provides the security code of the respective Manual Initiator will be deemed to have been made on behalf of Customer, regardless of whether Bank confirmed such Manual Payment Order by a call-back to the Manual Approver or not.

6. **Cut-off Times.** All Payment Orders, amendments, and cancellations are subject to receipt by Bank prior to the established Cut-off Time for each Business Day. Bank will communicate cutoff times to Customer and may establish and change cut-off times from time to time. Any Payment Order, amendment, or cancellation received by Bank after the applicable cut-off time will be deemed to have been received the next Business Day.
7. **Acceptance.** All Payment Orders, amendments, and cancellations under this Service must be received in a form and containing all information required by Bank. All Payment Orders, amendments, and cancellations are subject to Bank's acceptance. Bank, in its sole discretion, reserves the right to reject or delay acceptance of any Payment Order, amendment, or cancellation, including if (a) Bank is unable to verify Customer's use of the Service in accordance with the security procedure; (b) the Payment Order amount exceeds the amount of immediately available funds in Customer's Account; (c) Customer is in breach of any provision of the Terms, this Agreement, or any other agreement with Bank; (d) Bank believes that acceptance may result in a violation of law or regulation, or cause Bank to violate any time frame or banking practice applicable to Bank; or (e) Bank has concerns regarding any party involved in the Payment Order. Bank will use reasonable efforts to notify Customer of Bank's rejection or delay of Payment Orders, amendments, and cancellations, but will have no liability for failure to give such notice.
8. **Identifying Number.** Bank, funds transfer systems, intermediaries, and other financial institutions may rely solely on the identifying number (e.g., account number) of a party, including of the beneficiary, beneficiary's financial institution, or any intermediary, provided by Customer. None of Bank, any funds transfer system, intermediary, or other financial institution has any duty or obligation to confirm, validate, or otherwise determine whether any identifying number provided by Customer is accurate or correct. A Payment Order, amendment, or cancellation may be accepted and executed even if it describes any party, including the beneficiary, inconsistently by name and identifying number.
9. **Systems; Intermediaries.** Notwithstanding any request or instruction of Customer, in executing any Payment Order, Bank reserves the right to use any funds transfer system or intermediary Bank deems reasonable under the circumstances.
10. **Foreign Exchange.**
 - a. If Bank accepts any Payment Order that is in a currency other than United States dollars ("USD"), Bank may enter into a transaction with other parties to sell or purchase, as applicable, USD and purchase or sell, as applicable, another currency (an "Exchange") in order to complete the Payment Order. Any such other party may charge fees and may complete all or any portion of the Exchange on Bank's behalf. The purchase price for the applicable other currency in the Exchange will be at a rate and spread determined by Bank, or agreed upon between Bank and any other party, and notified to Customer. Customer understands that the beneficiary may not receive an exact equivalent of the applicable currency. This purchase price may differ from that of other transactions Bank has entered into, whether related to Customer or to any other customer of Bank. Bank may be entitled to a commission, fee, or percentage thereof from other parties based on the amount of the Payment Order.
 - b. Once a Payment Order has been accepted by Bank, for Customer's purposes, the Exchange will be final and irrevocable. Bank has no obligation to stop, cancel, reverse, or revoke any Exchange, or buy back any currency from Customer. Customer assumes all risks of fluctuation in the purchase price and market of any currency, including the entire risk of loss if a currency cannot be sold back once purchased.

11. Payment Order Amendment and Cancellation.

- a. Prior to acceptance of a Payment Order by Bank, Customer may request to amend or cancel a Payment Order. Any such request must be received by Bank in a time and manner affording Bank a reasonable opportunity to act.
- b. If Bank has accepted a Payment Order, Customer has no right, and Bank is not obligated, to amend or cancel a Payment Order. Bank, in its sole discretion, may choose to accept a request to amend or cancel a Payment Order, but Bank makes no representation, warranty, guarantee, promise, or anything similar regarding Bank's ability to act on or complete any request to amend or cancel a Payment Order. A request to amend or cancel a Payment Order may be subject to the acceptance or action of other parties, including the beneficiary's financial institution. Bank will not be liable for any request to amend or cancel a Payment Order that is not completed, and Customer's liability for the Payment Order will be unaffected.

12. Confirmation. If Bank accepts any Payment Order, or any amendment or cancellation thereof, Bank will provide confirmation to Customer within one Business Day following the date of completion. Bank may provide such confirmation by mail to Customer's last known address or electronically to any email address provided by Customer, or if Customer makes Electronic Payment Orders, electronically through the Service. Customer must immediately examine any confirmation and notify Bank of any error or discrepancy. If Customer does not notify Bank within fourteen (14) days of the date the confirmation is sent or otherwise made available to Customer, Customer will have failed to exercise reasonable care and promptness in reviewing such confirmation. Bank is not required to reimburse Customer, and Customer is precluded from demanding payment from or making any claim against Bank, for any loss, damage, or expense, including any loss of interest, relating to such confirmation.

I. **Bill Pay**

1. **Service.** Through the Bill Pay Service, Bank will make payments from Customer's designated Account to a Payee. Bill Pay may be offered as an additional feature of Bank's BBO Treasury Service.
2. **Definition.**
 - a. Payee. Anyone, including Bank, within the United States, its territories and Army Post Offices, Customer designates and Bank accepts as a recipient of a bill payment.
3. **Payees and Accounts.** Bank reserves the right to refuse the designation of a Payee, deny enrollment in the Service, or deny access to any Account chosen for use with the Service for any reason and at any time.
4. **Payment Orders.**
 - a. Customer is solely responsible for:

- (i) scheduling bill payments to ensure timely receipt by Payees. The Service will calculate an estimated arrival date. This is an estimate only, and Bank shall have no responsibility or liability for late payments, finance charges, or any other fees a Payee might impose on Customer for a late payment.
 - (ii) Payment Orders that contain an error or duplicate another bill payment.
 - (iii) Any delay or failure of a bill to be paid due to Customer providing incomplete, incorrect, or outdated information, or not following the instructions for using the Service.
 - b. Customer may change or cancel a Payment Order any time prior to the Cut-off Time on the scheduled process date.
 - c. Tax payments, payments to settle securities transactions, and court-ordered payments may be scheduled through the Service, but are discouraged and are scheduled at the Customer's sole risk.
5. **Payment Processing.**
- a. A single Payment Order will be processed on the Business Day Customer designates as the payment's process date, provided that Customer submits the Payment Order prior to the cut-off time on that date. A single Payment Order submitted after the cut-off time on the designated process date will be processed on the next Business Day. If Customer designates a non-Business Day as the payment process date, the Payment Order will be process on the first Business Day following the designated process date.
 - b. A recurring Payment Order will be processed based upon the frequency setting designated by the Customer. Each recurring Payment Order is automatically scheduled by the Service. If the scheduled process date is a non-Business Day, the date will be adjusted based on the following rules:
 - (i) If Customer selects the recurring payment "Pay Before" option, the process date for the Payment Order will be adjusted to the first Business Day prior to the calculated process date.
 - (ii) If Customer selects the recurring payment "Pay After" option, the process date for the Payment Order will be adjusted to the first Business Day after the calculated process date.
 - (iii) If the Customer designates the 29th, 30th, or 31st day of the month for the Payment Order process date, and that day does not exist in the month of the calculated process date, the process date for the Payment Order will be adjusted to the last calendar day of the month subject to (b)(i) and (ii) above.
6. **Cut-off Time.** All Payment Orders, amendments, and cancellations are subject to receipt by Bank prior to the established Cut-off Time, for each Business Day. Any Payment Order, amendment, or cancellation received by Bank after the applicable cut-off time will be deemed to have been received the next Business Day.
7. **Payment Methods.** Bank reserves the right to select the method by which it will remit your bill payment to the Payee. Bill payments may be processed by check or by electronic fund transfer (EFT).

8. **Research.** Bank reserves the right to charge Customer for research time in connection with any payments no longer available through Customer's screen history. Bank will not charge a fee for research Bank conducts in connection with correcting a Bank error.
9. **Payment Rail/Network.** Bank or its third-party vendor reserves the right to use any payment rail/network it determines necessary. Bank will not increase its fees assessed to Customer for the use of the various payment rails/networks, but Customer acknowledges and agrees that the Bank cannot control whether fees may be incurred by the recipient as the result of the choice of a particular payment rail/network.
10. **Check Number Range.** For Customer using both the Bill Pay and Positive Pay Services, Customer acknowledges and agrees that Customer will not order checks in the same number range used by Bill Pay. If the Customer orders checks within the same number range, Customer shall be responsible for re-ordering checks and all costs associated therewith.

EXHIBIT A

Subsidiary/Affiliate List

Subsidiary or Affiliate Legal Name (each a Customer)	Tax Identification Number

EXHIBIT B
Treasury Services Fee Schedule

PRODUCT OR SERVICE	MONTHLY FEE	SET UP FEE
Business Banking Online Treasury		
BBO Special Access Maintenance	\$15.00*	NA
ACH Treasury Monthly Maintenance	\$35.00*	\$50.00
ACH Same Day Monthly Maintenance (must have ACH Treasury)	\$10.00	\$50.00
TPS ACH Same Day Monthly Maintenance (must have ACH Treasury)	\$50.00	\$50.00
Wire Module Monthly Maintenance	\$45.00	\$50.00
Reverse Wire Module Monthly Maintenance (must have Wire Module)	\$25.00	\$100.00
Balance Rpt Per Account (first two deposit accounts)	\$0.00	NA
Balance Rpt Per Account (deposit accounts over two)	\$3.00	NA
Balance Rpt Per Item (0-1,000)	\$0.00	NA
Balance Rpt Per Item (1,001 +)	\$0.03	NA
Bill Pay Service (w/o Special Access, includes 10 payments monthly)	\$8.95	NA
Bill Pay Service (w/o Special Access, 11+ payments)	\$0.50	NA
Returned Item Fee for Bill Pay	\$25.00	NA
ACH Origination Services		
ACH Originated Transactions (All SEC Codes)	\$0.10*	NA
ACH Addenda	\$0.15	NA
ACH Returns - Chargeback	\$1.00*	NA
ACH Returns - Unauthorized	\$20.00	NA
ACH Same Day Transactions (Emergency Use)	\$1.00	NA
ACH Same Day File (Emergency Use)	\$25.00	NA
ACH Suspended File Fee	\$20.00	NA
Fraud Protection Services		
Payment Manager Maintenance	\$25.00*	\$100.00
Payment Manager Addl Accounts	\$12.50*	NA
Payment Manager Maintenance (O)	\$15.00*	\$100.00
Payment Manager Addl Account (O)	\$7.50*	NA
Positive Pay Maintenance	\$15.00*	\$100.00
Positive Pay Addl Account	\$7.50*	NA
Positive Pay Issued Items	\$0.02*	NA
Positive Pay Paid Exception	\$5.00	NA
Positive Pay Return Exception	\$10.00	NA
Positive Pay Verbal Decision	\$15.00	NA
ACH Filter Paid Exception (PM)	\$0.00	NA
ACH Filter Return Exception (PM)	\$5.00	NA
ACH Filter Maintenance (O)	\$0.00	NA
ACH Filter Addl Accounts (O)	\$0.00	NA
ACH Filter Maintenance	\$15.00*	NA
ACH Filter Addl Account	\$7.50*	NA
ACH Filter Paid Exception (O)	\$0.00	NA
ACH Filter Return Exception (O)	\$5.00	NA
ACH Filter Paid Exception	\$0.00	NA
ACH Filter Return Exception	\$10.00	NA
ACH Filter Verbal Decision	\$15.00	NA
Remote Deposit Services		
Remote Deposit First Scanner	\$40.00	\$100.00
Remote Deposit Additional Scanners	\$15.00	NA
Mobile Deposit Access Per User	\$7.50	NA
Mobile Checks Deposited	\$0.50	NA
Remote/Mobile Deposits Posted	\$0.00	NA
X-9 File Transfer for Remote Deposit	\$40.00	\$250.00

EXHIBIT B
Treasury Services Fee Schedule Continued

Controlled Disbursement Services		
CDA Maintenance First Account	\$48.00	\$70.00
CDA Maintenance per Addl Account	\$24.00	NA
CDA Per Presented Check	\$0.02	NA
Sweep Services		
Zero Balance Account First Account	\$12.00*	\$50.00
Zero Balance Account Additional Accounts	\$12.00	NA
Lockbox Services		
Lockbox Maintenance	\$100.00	\$100.00
Wholesale - Items (\$70 minimum monthly fee)	\$0.40	NA
Wholesale - Unprocessables	\$0.30	NA
Retail - Full Pay Items	\$0.15	NA
Retail - Check Only Items (\$70 minimum monthly fee)	\$0.40	NA
Retail - Unprocessables	\$0.10	NA
Check Images - Online	\$0.03	NA
Check Images - Fax	\$0.05	NA
Check Images - Print	\$0.07	NA
Invoice/Remittance Images	\$0.10	NA
Envelope Images	\$0.25	NA
Bates Stamping	\$0.02	NA
Data Capture - OCR	\$0.01	NA
Data Transmission	\$75.00	NA
FAX Rptg - Detail	\$45.00	NA
Multiple Payees 10 or more	\$125.00	NA
Online Image Inquiry	\$25.00	NA
Postage - Electronic Pkg	\$0.07	NA
Postage - Paper Pkg	\$0.10	NA
Courier Delivery	\$9.00	NA
Special Handling - Per Item	\$0.01	NA
Special Handling - Envelopes	\$0.01	NA
Special Handling - Flat	\$45.00	NA
Data Capture - Keying	variable	NA
Data Capture - Set Up	variable	Variable
Postage Due	variable	NA
Annual Post Office Box Rental	varies by size	NA
Other Items as Negotiated	variable	NA
Other		
Monthly Delivery of Check Images via SFTP	\$20.00	\$20.00
BBO Special File Delivery Fee	variable	variable
Other Services By Special Contract		
Merchant Credit Card Services	variable	variable
Smart Safes and Cash Recyclers	variable	variable

*Notates exception pricing.

EXHIBIT C

**Wire Transfer Service
Manual Payment Order Authorization Form**

Date:

Customer:

Customer Address:

Email for Wire Receipts:

Dollar Limit for Required Second Caller: \$500,000.00

Accounts:

Customer Name (if different than Customer listed above*)	Account Name	Account Number

*as provided in the Master Agreement, each person holding an Account is a Customer and bound thereby

List below and check the appropriate boxes for Authorized User who is authorized as a Manual Initiator and/or Manual Approver for the above-listed Accounts. Each Authorized User indicated as a Manual Initiator will be authorized to initiate Manual Payment Orders. Bank may act on any Manual Payment Order from any purported Manual Initiator as provided in the Master Agreement. Each Authorized User indicated as a Manual Approver will be authorized to confirm Manual Payment Orders. Bank may, but is not obligated to, confirm any Manual Payment Order from a purported Manual Initiator as provided in the Master Agreement.

Name	Title	Phone Number	Manual Initiator	Manual Approver
Signature:				

Name	Title	Phone Number	Manual Initiator	Manual Approver
Signature:				

Name	Title	Phone Number	Manual Initiator	Manual Approver
Signature:				

Name	Title	Phone Number	Manual Initiator	Manual Approver
Signature:				

Name	Title	Phone Number	Manual Initiator	Manual Approver
Signature:				

By signing below Customer acknowledges it has received the Master Agreement and agrees to be bound by the terms thereof. This Manual Payment Order Authorization Form supersedes all previous Manual Payment Order Authorization Forms with respect to the Accounts listed herein. Bank may continue to act pursuant to this Manual Payment Order Authorization Form until Bank receives and accepts any changes in accordance with the Master Agreement. By signing below Customer represents and warrants that it is authorized on behalf of each subsidiary or Affiliate Account holder listed herein, and that each subsidiary or Affiliate has duly authorized Customer and/or Customer is otherwise authorized pursuant to or by operation of law.

[Customer's Legal Name]
 (for itself and on behalf of its Affiliates and subsidiaries, each a "Customer")

By: _____
 Name: _____
 Title: _____
 Date: _____

1st Source Bank

By: _____
 Name: _____
 Title: _____
 Date: _____



Addendum to Treasury Master Services Agreement

This Addendum is incorporated into the Treasury Master Services Agreement (“Master Agreement”) and is in addition to all of the terms and conditions contained in the Master Agreement. If any terms of this Addendum conflict with the Master Agreement, the terms of this Addendum will control. Capitalized terms not defined in this Addendum shall have the meanings ascribed in the Master Agreement.

Section 1. Duties

Bank shall provide Customer general banking services and Services (hereinafter referred to as “Duties”), in accordance with the Terms, Treasury Terms and Service Terms.

- (A) Customer accounts shall include the Customer’s Civil City and Utility’s Operating, Credit Card, Wire, and Savings Accounts, and the Community Development Block Grant Account, as well as additional accounts as requested and agreed by Bank.
- (B) All accounts will earn an interest rate of the Federal Funds Effective Rate (H.15) plus 20 basis points. The Earnings Credit Rate will also be the Federal Funds Rate (H.15) plus 20 basis points. Bank will not charge a reserve requirement on balances.
- (C) All accounts will be charged per Item fees according to Exhibit B to the Master Agreement less a discount of seventy-five percent (75%). Fees will be posted to the account of Customer’s choice as designated in writing to Bank.
- (D) Bank will coordinate with Superior Press to purchase remote deposit scanners on Customer’s behalf and the account of Customer’s choice as designated in writing to Bank will be auto-debited for its portion of the cost. Bank will pay fifty percent (50%) of the cost of up to six (6) scanners.
- (E) [Intentionally omitted].

Section 2. Effective Date; Term

- (A) The Master Agreement shall be effective for a period of two (2) years (“Original Term”) under the terms of the Master Agreement, commencing October 1, 2022, and terminating September 30, 2024, unless otherwise terminated by either party in accordance with the terms and conditions of the Master Agreement and this Addendum.
- (B) The Master Agreement may be renewed by written amendment executed by both parties. Either party may provide the other party notice in writing at least ninety (90) days before the expiration of the Original Term if either party desires to extend the Master Agreement. The term of the renewal shall not be longer than the Original Term.f
- (C) The Fees as stated on Schedule B to the Agreement will not be subject to change during the Original Term.

Section 3. Ownership of Documents

All documents, records, applications, plans, drawings, specifications, reports, and other materials, regardless of the medium in which they are fixed, (collectively “Documents”) prepared by Bank or Bank’s employees, agents or subcontractors under this Master Agreement specifically for, at the request of Customer, and not otherwise generally provided to customers in the ordinary course of Bank’s business (“Custom Documents”), shall become and remain the property of and may be used by Customer, provided that any Documents prepared by Bank or its employees, agents or subcontractors in the ordinary course of

providing services are and shall remain the property of Bank. Bank may retain a copy of the Custom Documents for its records.

Section 4. Independent Contractor

Bank shall operate as a separate entity and independent contractor of the Customer. Any employees, agents or subcontractors of Bank shall be under the sole and exclusive direction and control of Bank and shall not be considered employees, agents or subcontractors of Customer. Customer shall not be responsible for injury, including death, to any persons or damages to any property arising out of the acts or omissions of Bank and/or Bank's employees, agents or subcontractors.

Section 5. Non-Discrimination

Bank agrees to comply with all federal and Indiana civil rights laws, including, but not limited to Indiana Code 22-9-1-10. Bank and any subcontractors, or any other person acting on behalf of Bank or a subcontractor, shall not discriminate against any employee or applicant for employment to be employed in the performance of this Master Agreement, with respect to the employee's hire, tenure, terms, conditions, or privileges of employment or any other matter directly or indirectly related to employment, because of the employee's or applicant's race, religion, color, sex, disability, national origin, or ancestry. Breach of this covenant may be regarded as a material breach of contract.

Section 6. Employment Eligibility Verification

- (A) Bank shall enroll in and verify the work eligibility status of all its newly hired employees through the E-Verify program as defined in Indiana Code § 22-5-1.7-3. Bank is not required to participate in the E-Verify program should the program cease to exist.
- (B) Bank shall not knowingly employ or contract with an unauthorized alien, and Bank shall not retain an employee or continue to contract with a person that Bank subsequently learns is an unauthorized alien.
- (C) Bank shall require its subcontractors, who perform work directly and specifically for Customer under this contract, to certify to Bank that the subcontractor does not knowingly employ or contract with an unauthorized alien and that the subcontractor has enrolled and is participating in the E-Verify program. Bank agrees to maintain this certification throughout the duration of the term of a contract with such subcontractors.
- (D) Customer may terminate the contract if Bank fails to cure a breach of this provision no later than thirty (30) days after being notified by Customer of a breach.

Section 7. Contracting with Relatives

Pursuant to Indiana Code § 36-1-21, if Bank is a relative of an elected official of Customer or a business entity that is wholly or partially owned by a relative of an elected official of the Customer, Bank certifies that Bank has notified both the elected official of Customer and the Customer's Legal Department of the relationship prior to entering into this Master Agreement.

Section 8. No Investment Activities in Iran

In accordance with Indiana Code § 5-22-16.5, Bank certifies that it does not engage in investment activities in Iran as defined by Indiana Code § 5-22-16.5-8.

Section 9. Force Majeure

- (A) Except for payment of sums due, neither party shall be liable to the other or deemed in default under this contract if and to the extent that such party's performance under this contract is prevented by reason of *force majeure*. The term "*force majeure*" means an act of God; an act of war; a natural disaster; a decree, act, order, or regulation of a governmental body; or other similar occurrence not the fault of the affected party that is beyond the reasonable control of the party and could not have been avoided by exercising reasonable diligence.
- (B) If either party is delayed by force majeure, the party affected shall provide written notice to the other party immediately. The notice shall provide evidence of the force majeure event to the satisfaction of the other party. The party shall do everything possible to resume performance. If the period of non-performance exceeds thirty (30) calendar days, the party whose ability to perform has not been affected may, by giving written notice, terminate the contract and the other party shall have no recourse.

Section 10. Default

- (A) If Bank fails to perform the Duties or comply with the provisions of the Master Agreement, then Bank may be considered in default if Bank fails to cure the same in the time period specified in subparagraph (B) below.
- (B) It shall be mutually agreed that if Bank fails to perform the Duties or comply with the provisions of the Master Agreement, Customer may issue a written notice of default and provide a period of time that shall not be less than thirty (30) days in which Bank shall have the opportunity to cure. If the default is not cured within the time period allowed, this Master Agreement may be terminated by the Customer. In the event of default and failure to satisfactorily remedy the default after receipt of written notice, the Customer may otherwise secure similar services in any manner deemed proper by the Customer.
- (C) Bank may also be considered in default by the Customer if any of the following occur:
 - (1) [Intentionally omitted.]
 - (2) Bank is adjudged bankrupt or makes an assignment for the benefit of creditors.
 - (3) Bank becomes insolvent or in an unsound financial condition so as to endanger performance under the contract.
 - (4) Bank becomes the subject of any proceeding under law relating to bankruptcy, insolvency or reorganization, or relief from creditors and/or debtors.
 - (5) A receiver, trustee, or similar official is appointed for Bank or any of 1st Source's property.
 - (6) Bank is determined to be in violation of federal, state, or local laws or regulations and that such determination renders Bank unable to perform the Duties.
 - (7) The Master Agreement is assigned by Bank without the consent of the Customer, which consent shall not be unreasonably withheld, conditioned or delayed, provided however, that Bank may assign its rights, in whole or in part, without such consent to (a) one or more of its subsidiaries or affiliates, or (b) an entity that acquires all or substantially all of the business or assets of Bank to which this Agreement pertains, whether by merger, reorganization, acquisition, sale, or otherwise.

Section 11. Termination

- (A) The Master Agreement may be terminated in whole or in part, at any time, by mutual written consent of both parties. Bank shall be paid for all services performed and expenses reasonably incurred through the effective date of termination.
- (B) Customer may terminate this Master Agreement in accordance with Section 10, in whole or in part, in the event of an uncured default by Bank.
- (C) The rights and remedies of the parties under this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Master Agreement.

Section 12. Notice

Any notice required or desired to be given under this Master Agreement shall be deemed sufficient if it is made in writing and delivered personally or sent by regular first-class mail to the parties at the following addresses, or at such other place as either party may designate in writing from time to time. Notice to Customer will be considered given three (3) days after the notice is deposited in the US mail or when received at the appropriate address. Notice to Bank will only be effective once received, and Bank has had a reasonable opportunity to act.

Customer: City of Goshen, Indiana
Attention: Goshen Legal Department
204 East Jefferson St., Suite 2
Goshen, IN 46528

And

City of Goshen, Indiana
Attention: Clerk-Treasurer
202 South Fifth Street, Suite 2
Goshen, IN 46528

Bank: 1st Source Bank
Attention: Treasury Services
P.O. Box 1602
South Bend, Indiana 46634

And

1st Source Bank
Attention: John B Griffith, Registered Agent
100 N Michigan St.
South Bend, IN 46601-1000

Section 13. [Intentionally omitted.]

Section 14. Amendments

Any modification or amendment to the terms and conditions of the Master Agreement shall not be binding unless made in writing and signed by both parties. Any verbal representations or modifications concerning the Master Agreement shall be of no force and effect.

Section 15. Waiver of Rights

No right conferred on either party under this Master Agreement shall be deemed waived and no breach of this Master Agreement excused unless such waiver or excuse shall be in writing and signed by the party claimed to have waived such right.

Section 16. **Applicable Laws**

- (A) Bank agrees to comply with all applicable federal, state, and local laws, rules, regulations, or ordinances.
- (B) Bank agrees to obtain and maintain all required permits, licenses, registrations, certifications, accreditations, and approvals required to perform the Duties under this agreement, and agrees to comply with all health, safety, and environmental rules or regulations in the performance of the Duties. Failure to do so may be deemed a material breach of this Master Agreement.

Section 17. **Miscellaneous**

- (A) Any provision of this Master Agreement or incorporated documents shall be interpreted in such a way that they are consistent with all provisions identified in this Addendum and required by law to be inserted into the Master Agreement. In the event of a conflict between these documents and applicable laws, rules, regulations or ordinances, the most stringent or legally binding requirement shall govern.
- (B) This Master Agreement shall be construed in accordance with and governed by the laws of the State of Indiana and any suit must be brought in a court of competent jurisdiction in Elkhart County, Indiana.
- (C) In the event legal action is brought to enforce or interpret the terms and conditions of this agreement, the prevailing party of such action shall be entitled to recover all costs of that action, including reasonable attorneys' fees.
- (D) In Part 1, Section 6. Security Procedures, Subsection d. and Subsection g. are deleted in their entirety and replaced with the following:
 - a. Customer agrees to and will follow the security procedures communicated to Customer by Bank, including any security procedure set forth in these Treasury Terms, any Service Terms, application, user guide, security procedures overview, or posted on the website through which a Service is accessed. Bank will validate Customer's use of a Service, and thereby any Payment Order, against the applicable security procedure. Customer understands that security procedures are designed to verify the authenticity of Payment Orders, not the accuracy.
 - d. Customer agrees that the security procedure is a commercially reasonable method of providing security against unauthorized Payment Orders and amendments and cancellations thereof. Further, each time Customer uses a Service, including making a Payment Order, Customer agrees that the security procedure is a commercially reasonable method of providing security against unauthorized Payment Orders and amendments and cancellations thereof.
 - g. Bank may revise, update, or replace a security procedure, in whole or in part, at any time upon notice to Customer. Customer's use of the revised, updated, or replacement security procedure, including accessing any Service, constitutes acceptance of such security procedure and agreement that such security procedure is a commercially reasonable method of providing security against unauthorized Payment Orders and amendments or cancellations thereof.

- (E) In Part I, Section 13. Statement Review, Subsection b., second sentence, “fourteen (14) days” is changed to “thirty (30) days.”
- (F) Part I, Section 18. Customer Warranties, Subsection d., is deleted in its entirety and replaced with the following:
- d. Customer will use reasonable commercial efforts to ensure that no deposit, file, data, or information of any kind that Customer transmits, sends, delivers, posts, or otherwise provides to Bank contains any Trojan, worm, virus, spyware, or other form of malicious code, or anything similar (“*Malware*”) that Customer knows of or should know of. This shall include an obligation to use the latest versions of anti-virus software available from an industry accepted anti-virus software vendor to check for and delete Malware.
- (G) In Part I, Section 19. Disclaimer of Warranties, the following is added after the section heading as a new first sentence before the remainder of the provision: “Bank will make commercially reasonable efforts to provide the Services and correct errors under our control.”
- (H) In Part I, Section 20. Limitation of Liability, Subsection a., first sentence, “gross negligence” is changed to “negligence.”
- (I) Part II, Section D. Positive Pay, Subsection 6. In-Branch Presentment is deleted in its entirety and replaced with the following:
6. **In-Branch Presentment.** Bank will compare a Check presented for payment in-person at a branch of Bank against the Issued Report and either (a) return such Check to the presenter because it does not match the Issued Report or (b) pay such Check because it does match the Issued Report. Provided that Bank followed its usual and customary procedures in doing so, Bank will be deemed to have exercised ordinary care, and will not be deemed to have improperly paid or wrongfully dishonored the Check, as applicable.
- (J) Part II, Section F. Remote Deposit, Subsection 10. Originals, Subsection d. is deleted in its entirety and replaced with the following:
- d. may only be destroyed using shredding and/or incineration.
- (K) In Part II, Section H. Wire Transfer, Subsection 12. Confirmation, fourth sentence, “fourteen (14) days” is changed to “thirty (30) days.”

Section 18. Severability

In the event that any provision of the Master Agreement is found to be invalid or unenforceable, then such provision shall be reformed in accordance with applicable law. The invalidity or unenforceability of any provision of the Master Agreement shall not affect the validity or enforceability of any other provision of the Master Agreement.

Section 19. Binding Effect

All provisions, covenants, terms and conditions of this Master Agreement apply to and bind the parties and their legal heirs, representatives, successors and assigns.

Section 20. Entire Agreement

This Master Agreement constitutes the entire agreement between the parties and supersedes all other agreements or understandings between Customer and Bank with respect to the subject matter hereof.

Section 21. Authority to Bind

Each of the undersigned affirms that all steps have been taken to authorize execution of this Addendum to Master Agreement, and upon each of the undersigned's execution, bind their respective organizations to the terms of this Addendum to Master Agreement.

IN WITNESS WHEREOF, the parties have executed this Addendum to Master Agreement on the dates as set forth below.

City of Goshen, Indiana

1st Source Bank

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date Signed: _____

Date Signed: _____



STORMWATER DEPARTMENT
CITY OF GOSHEN
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Phone (574) 534-2201 • Fax (574) 533-8626
stormwater@goshencity.com • www.goshenindiana.org

MEMORANDUM

TO: City of Goshen Stormwater Board

FROM: Stormwater Department

RE: **POST-CONSTRUCTION PLAN APPROVAL
ECKCO TRANSIT, LLC (JN: 2021-2036)**

DATE: August 22, 2022

The developer of Eckco Transit, LLC, affecting one (1) or more acres of land and located at 1810 Reliance Road, has submitted a sufficient post-construction plan that is compliant with Ordinance 4329, "Uniform Requirements for Post-Construction Stormwater Management."

The Stormwater Department requests the Stormwater Board's acceptance of the plan.

Full document available upon request.

Requested Motion: Accept the post-construction stormwater management plan for Eckco Transit, LLC as it has been found to meet the requirements of City Ordinance 4329.
