

Resolution No. 18-03

**A RESOLUTION AUTHORIZING AND APPROVING
AN EXECUTION OF COMMERCIAL INTERNET BANKING
AGREEMENT WITH WARREN-BOYNTON STATE BANK**

BE IT RESOLVED BY THE SOUTH SANGAMON WATER COMMISSION, AS FOLLOWS:

SECTION 1: The Chairman, Secretary and Treasurer of the South Sangamon Water Commission are hereby authorized to execute the Commercial Internet Banking Agreement with Warren-Boynton State Bank, New Berlin, Illinois, or its successor. (An unsigned copy is attached hereto as Exhibit "A.")

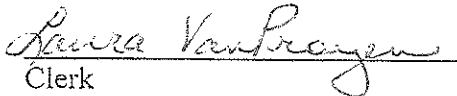
SECTION 2: This Resolution is effective immediately.

APPROVED on this 15th day of October, 2018.



CHAIRMAN

ATTEST:



Clerk

AYES: 3

NAYS: 0

PASSED: October 15, 2018

APPROVED: October 15, 2018

ABSENT: 0

**Warren-Boynton State Bank
Commercial Internet Banking Agreement and Enrollment Form**

THE AGREEMENT

By executing the Enrollment Form and Internet Banking Resolution, the Commercial Customer of Financial Institution (referred to as "you" or "yours") agrees to the following terms and conditions of enrollment in the Internet banking network maintained by Warren-Boynton State Bank (referred to as "FI" or "the financial institution"):

The following services will be available:

- Balance inquiry
- Transfer of funds between accounts
- Automated Clearing House (ACH)
- Bill payment
- Stop payment initiation
- Check copy request
- Access to various reports
- E-mail to FI

Other services may be available from time to time in the future. By using these services as they become available, you agree to be bound by the terms and conditions contained in the Agreement. Notification of the availability of these services will be made on FI's website: www.wbsb.com.

You will allow FI a reasonable time in which to complete your enrollment once you submit the necessary forms, including the Enrollment Form and Internet Banking Resolution form. You will allow FI a reasonable time in which to process any service requests you make through the Internet banking network.

Once you have completed the Enrollment Form and Internet Banking Resolution form and you have selected a password for access to the Internet banking network, you will be solely responsible for the use by anyone of the Internet banking who utilizes your correct password. FI will have no duty to further verify the identity of any Internet banking system user with a valid password. FI will act on instructions received under your password.

As the appropriate authorized representative of the Commercial Customer of the financial institution, you are solely responsible for maintaining the addition or deletion of any users of the Internet banking system with access to your password.

FI has the right to monitor and review all banking activity conducted on its Internet banking system.

You will be responsible for any service charges accrued in your use, or use by any user with access to your password. These service charges may be deducted from your account. A schedule of Internet banking service charges is available at any branch or on FI's website: www.wbsb.com. FI reserves the right to change the charges, fees or other terms described in this Agreement.

Exhibit A

You agree that neither FI nor any Internet service providers you utilize to access FI's Internet banking network shall be responsible for any loss, property damage or bodily injury, whether caused by the equipment, software, FI, or Internet browser or Internet access providers. Nor shall FI or any service provider be responsible for any direct, indirect, special or consequential, economic or other damages arising out of your use of FI's Internet banking network.

You agree that FI is not responsible for any damage occasioned by instructions FI receives from a user using your correct password. You authorize FI to act on all instructions received under your password and to deduct any service charges directly from your account balance as accrued. You also agree to be liable for any account shortage resulting from charges or overdrafts, whether caused by you or a user with your correct password. This includes liability for FI's costs to collect the deficit including reasonable attorneys' fees.

FI reserves the right to discontinue the Internet banking network, or any of the services referenced in paragraph 1, at any time.

During any statement period, you may not make more than six withdrawals or transfers to another financial institution account of yours or to a third party by means of preauthorized or automatic transfer or telephone order or instruction from your accounts. No more than three of the six transfers may be made by check, draft, debit card or similar order to a third party. If you exceed these transfer limitations, your account will be subject to closure by the financial institution or transferred to a transaction account. There is no limit on the number of transactions you may make in the following manner: (a) transfers to any loan account with FI; or (b) transfers to another financial institution account of yours or withdrawals when such transfer or withdrawal is initiated in person, by mail, or at an ATM.

This Agreement will be governed by and interpreted in accordance with federal law and regulation, and to the extent no such applicable federal law or regulation exists, by the laws of the State of Illinois.

Each of your accounts at FI is also governed by the applicable account disclosure statements.

FI reserves the right to change the charges, fees or other terms or conditions set forth in the Agreement. When changes are made to any fees, charges or other material terms, we will update this Agreement, send notice to you at the address shown in our records and post the update on FI's website: www.wbsb.com.

ENROLLMENT FORM

This Enrollment Form is part of the Agreement between you and FI regarding your use of the financial institution's Internet banking network. The terms of the Agreement are incorporated herein by reference.

Authorization to Issue Passwords: At the direction of any person named below as your Primary Administrator, or at the direction of any person named as your Primary Administrator in the future, you hereby authorize FI to issue one or more passwords for use with FI's Internet banking network, as set forth in the Agreement, which FI may amend from time to time.

Appointment of Primary Administrators: You hereby appoint, and FI is hereby authorized to establish and issue separate passwords (which may be changed upon initial access to the financial institution's Internet banking network) for each of the following Primary Administrators who have maintenance authority over your passwords.

Name: Laura VanProyen, Clerk and Treasurer

E-Mail: info@sswc.us

DaytimeTelephone: 217-381-5359

Acknowledgment: By signing below, you acknowledge receipt of and agree to be bound by the terms of the Agreement and this Enrollment Form.

SOUTH SANGAMON WATER COMMISSION



Lee Bloome, Chairman

Dated: 10-15-2018

WARREN-BOYNTON STATE BANK

COMMERCIAL INTERNET BANKING RESOLUTION

Commercial customer: SOUTH SANGAMON WATER COMMISSION, Rochester, IL

I, the undersigned, hereby certify to Financial Institution ("FI") that I am the Clerk of the SOUTH SANGAMON WATER COMMISSION "SSWC" and unless otherwise designated, and am the designated keeper of the records and minutes of the Commercial Customer identified above; I have full authority to make representations set forth in these Resolutions on behalf of the Commercial Customer; and that the following is a true and correct copy of Resolutions duly adopted by the Board of Trustees of the Commercial Customer at a meeting held on 10-15-2018, at which a quorum was present and acting throughout, or adopted by the written consent of a majority of those entitled or required to act to bind the Commercial Customer, and that such Resolutions are in full force and effect and have not been amended or rescinded:

1. Resolved, that the person executing the attached Agreement and Enrollment Form is hereby authorized, on behalf of this Commercial Customer and in its name, to execute and deliver said forms, and to thereby bind the Commercial Customer to FI's Internet Banking Agreement, as amended from time to time, for the purpose of enabling representatives of this Commercial Customer to obtain account information, perform fund transfers between Commercial Customer's account(s), and/or to make payments from Commercial Customer's account(s) through the use of one or more passwords.
2. Resolved, that each person named on the attached Enrollment Form, acting alone, is hereby authorized to act on the Commercial Customer's behalf in all matters relative to Commercial Customer's passwords, including but not limited to the right to (i) establish additional password IDs on the Commercial Customer's behalf, (ii) terminate or cancel any/all existing passwords; (iii) change the Commercial Customer's account(s) associated with password ID, (iv) change the activity level of an account associated with any password, (v) name additional persons who will have maintenance authority over Commercial Customer's passwords, or terminate the authority of any person with maintenance authority over Commercial Customer's password.
3. Resolved, that the foregoing Resolutions shall remain in full force and effect and the authority herein given to all of said persons shall remain irrevocable as far as FI is concerned until three (3) business days after FI is notified in writing of the revocation of such authority and that receipt of such notice shall not affect any action taken by FI prior thereto; and

Resolved, that this authorization supersedes any resolution, signature card or other document currently on file with FI that limits authority over any specific account or over Commercial Customer's accounts with FI. This authorization shall remain in force and effect notwithstanding any subsequent change in such specific or general account resolution, signature card or related documentation. Any notice of a

termination or change with respect to the identity of a Primary Administrator or the authority of any person to use a password must specifically state that it relates to passwords and must specifically describe the termination or change requested.

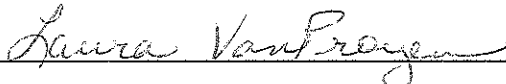
In Witness Whereof, and intending to bind the Commercial Customer, I have hereunto subscribed my name as of the date set forth below.

SOUTH SANGAMON WATER COMMISSION, Rochester, Illinois

By: 

Lee Bloome, Chairman

ATTEST:

By: 

Laura VanProyen, Clerk and Treasurer

Dated: 10-15-2018

ODFI ORIGINATION AGREEMENT FOR CONSUMER PAYMENTS

THIS AGREEMENT is made 10-15-2018, by and between the SOUTH SANGAMON WATER COMMISSION, Rochester, Illinois, (Company/Originator) and Warren-Boynton State Bank New Berlin, Illinois (Bank).

Company has requested that the Bank permit it to initiate electronic signals for paperless entries through the Bank to accounts maintained at the Bank and in other banks and financial institutions, by means of the Automated Clearing House (the ACH). Now, therefore, in consideration of the mutual promises contained herein, it is agreed as follows:

1. The Bank will transmit credit and debit entries initiated by the Company to the ACH as provided in the ACH Rules, as in effect from time to time (the "Rules"), and this agreement.
2. The Company will comply with the Rules insofar as applicable. The Financial Institution will charge the Company with any fines incurred as a result of non-compliance by the Company: The specific duties of the Company provided in the following paragraphs of this agreement in no way limit the foregoing undertaking.
3. It shall be the responsibility of the Company that the origination of ACH transactions complies with US law. This includes, but is not limited to sanctions enforced by the Office of Foreign Assets Control (OFAC). It shall further be the responsibility of the Company to obtain information regarding such OFAC enforced sanctions. (This information must be obtained directly from the OFAC Compliance Hotline at (800) 540-OFAC.)
4. The Company will obtain written authorizations for consumer entries in accordance with ACH Rules and U.S. law and shall retain the original or a microfilm record for two (2) years after termination or revocation of such authorization.
5. The Company will send prenotifications six banking days prior to initiating the first entry to a particular account. Such notice shall be provided to the Bank in the format and on the medium provided in the ACH Rules. After the Company has received notice that any such notification has been rejected by a receiving bank, or that a receiving bank will not receive entries without having first received a copy of the authorization signed by its customer, the Company will not initiate any entry to such customers, except after providing the receiving bank with such authorization, within the time limits provided the Rules.
6. The Company, will provide computer readable information on the mutually agreed upon medium and in the format specified within the ACH Rules.
7. Each entry or file shall be delivered to the Bank's Processing Control in accordance with an agreed upon processing schedule set forth in the attached Schedule.

8. The Company will provide immediately available funds to cover any credit entry initiated by it not later than the Settlement Date applicable thereto.
9. The Company will receive immediately available funds for any electronic debit entry initiated by it on the Settlement Date applicable thereto.
10. If the Company discovers that any entry it has initiated was in error, it may notify the Bank of such error. If such notice is received no later than 11:30 a.m. the Bank will utilize its best efforts to initiate an adjusting entry or stop payment of any "on us" credit entry within the time limits provided by the Rules. If such notice from the Company is received after the time provided above, the Bank would utilize its best efforts on behalf of the Company.
11. The Company shall notify the Receiver of any reversing entry initiated to correct an entry it has initiated in error. The notification to the Receiver must include the reason for the reversal and be made no later than the settlement date of the reversing entry.
12. In the event any entries are rejected by the ACH for any reason whatsoever, it shall be the responsibility of the Company to remake such entries; provided however, that the Bank shall remake such entries in any case where such rejection by the ACH was due to mishandling of such entries by the Bank and sufficient data is available to the Bank to permit it to remake such entries. The Company shall retain and provide the Bank on request all information necessary to remake any file of entries for two days after midnight of the Settlement Date.
13. The Company will promptly provide immediately available funds to indemnify the Bank if any debit entry is rejected after the Bank has permitted the Company to withdraw immediately available funds in the amount thereof or if any adjustment memorandum that relates to any such entry is received by the Bank.
14. The Company will indemnify the Bank if the Bank incurs any loss or liability on account of the breach, with respect to any entries initiated by the Company, of any of the warranties of an Originating Bank contained in the Rules, except due to the Bank's own negligence.
15. The Company shall comply with exposure limits established by the Bank in accordance with the attached Schedule. The Bank is responsible to notify the Originator of exceptions and to periodically review such established exposure limits.
16. The Company will compensate the Bank for providing the services referred to herein at the prices set forth in the schedule attached hereto.
17. In the event the Company incurs any loss due to mishandling of a particular entry or entries, the Bank's liability to the Company shall be limited to (i) liability for its own negligence or willful misconduct; and (ii) the amount recoverable by the Bank from the ACH, or any third party pursuant to the Rules or any indemnity agreement.
18. Bank shall have the right to audit Company's records and procedures for compliance this Agreement, the Rules and the Laws.

- 19. Company is restricted to the transmission of CCD and PPD Debits and Credits.
- 20. Bank may terminate or suspend this agreement for any breach of the rules by the Originator
- 21. This agreement is terminable on ten days written notice by either party provided that applicable portions of this Agreement shall remain in effect with respect to any entries initiated by the Company prior to such termination.

SCHEDULES ATTACHED HERETO (suggested): (A) ACH Authorized Signature Form: (B) Disclosure of Exposure Limits: (C) Processing Schedule and Fee Schedule: and (D) Holiday Schedule

In Witness whereof, the undersigned have duly executed the Agreement by their duly authorized officers.

SOUTH SANGAMON WATER COMMISSION WARREN-BOYNTON STATE BANK
Rochester, Illinois

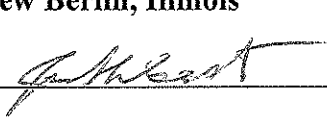


By: Lee Bloome

Its Chairman

Date: 11/19/18

WARREN-BOYNTON STATE BANK
New Berlin, Illinois



By: James A. Weast

Its President & CEO

Date: 10-15-2018

NOTE: ACH entries subject to UCC 4A require additional disclosures. For further information and illustration of company agreements, refer to the Operating Guidelines of the ACH Rules.

Schedule A
ACH Delivery Authorization

SOUTH SANGAMON WATER COMMISSION
Rochester IL

Please list those individuals that are able to deliver ACH files to Warren-Boynton State Bank:

- 1) Laura VanProyen Clerk
- 2) _____

**Schedule B
Disclosure of Exposure Limits**

**SOUTH SANGAMON WATER COMMISSION "SSWC"
Rochester IL**

The SOUTH SANGAMON WATER COMMISSION "SSWC" shall have an exposure limit with Warren-Boynton State Bank in the amount of \$10,000.00.

Dated: 10-15-2018

Signed: *William M. P. Jeffrey*
Warren-Boynton State Bank

Schedule C
Processing Schedule & Fee Schedule

SOUTH SANGAMON WATER COMMISSION "SSWC"
Rochester IL

In order to process ACH Files in a timely manner, the ACH file must be delivered to Warren-Boynton State Bank by 1:00 p.m. at least One business day Prior to the settlement date.

Due to the amount held on deposit the Warren-Boynton State Bank waives service fees for providing ACH origination.

Late fees or penalties that are not the responsibility of Warren-Boynton State Bank shall be the responsibility of the SSWC.

**Schedule D
Holiday Schedule**

**SOUTH SANGAMON WATER COMMISSION
Rochester IL**

The following Federal Holidays will be observed by Warren-Boynton State Bank. ACH files must be delivered to Warren-Boynton State Bank by 1:00 p.m. at least One business day prior to settlement.

Saturday's will not be considered a full working day for purposes of this agreement.

January 1, New Years Day
Martin Luther King Day
President's Day
Memorial Day
July 4, Independence Day
Labor Day
Columbus Day
November 11, Veteran's Day
Thanksgiving Day
December 25, Christmas Day

RESOLUTION CERTIFICATE

STATE OF ILLINOIS)
)SS.
COUNTY OF SANGAMON)

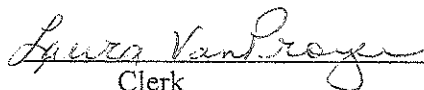
I, the undersigned, do hereby certify that I am the duly qualified and acting Clerk of the South Sangamon Water Commission.

I do further certify that the resolution attached hereto is a full, true, and exact copy of Resolution No. 18-03 approved by the Commission on the 15th day of October, 2018, said Resolution being entitled:

**A RESOLUTION AUTHORIZING AND APPROVING
AN EXECUTION OF COMMERCIAL INTERNET BANKING
AGREEMENT WITH WARREN-BOYNTON STATE BANK**

I do further certify that prior to the making of this certificate, the said Resolution was spread at length upon the permanent records of said Commission where it now appears and remains.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of said Commission this 6th day of November, 2018.


Clerk