

March 2, 1983

Mr. Don Moore  
RR #1, Box 6  
Chatham, IL 62629

Dear Don:

Pursuant to your letter requesting a bid for services and our subsequent telephone conversation, we are submitting a new one (1) year contract for computer services at the same rates as your current agreement. The current contract covers services through September 20, 1983 and the new contract enclosed continues these same services at the same rates through September 20, 1984.

At such time as your bid specifications for an in-house system are ready, we will be pleased to submit a bid to satisfy those requirements. Should you elect to accept any proposal that we submit, we will adjust the term of your current service contract to coincide with the start-up of your in-house system.

If you have any questions or would like someone to appear before the board of trustees, please let me know.

Cordially,

Ray D. Wheeler  
Computer Services Consultant

RDW.eb  
Enclosure

return  
1 copy to

## CHATHAM UTILITIES

### UTILITY BILLING

### SPECIFICATIONS

- I. American Franklin Company, hereinafter referred to as "AFC", agrees to provide utility billing services and such other related activities as may be required to effectively maintain and update a customer master file for the Village of Chatham, hereinafter referred to as "Customer".
- II. AFC agrees to use its Utility Billing System (UBS) as modified for Customer at its current modification level.
- III. Customer agrees to provide the necessary data to process the Past Due and Billing cycles each month according to the mutually developed processing schedule.
- IV. AFC will also provide payroll services to the Village of Chatham.
- V. Customer acknowledges its responsibility for the backup of all data to be used in the event of loss of automated data through any manual, mechanical or electronic failure.
- VI. All information provided by Customer to AFC is the property of Customer and AFC agrees to use all due care to see that none of this information is used for any purpose other than for Customer.

### PERIOD OF AGREEMENT

- I. This agreement shall be effective for a period of one (1) year beginning September 21, 1983 and continuing through September 20, 1984.
- II. Either party may cancel this agreement by giving the other party thirty (30) days written notice to that effect.

CHATHAM UTILITIES

UTILITY BILLING

CHARGES

|  |             |          |
|--|-------------|----------|
| Past Due Cycle - flat charge                               |             | \$100.00 |
| Includes the following reports:                            |             |          |
| Cash Proof Report by Control Group                         |             |          |
| Cash Posting Report  |             |          |
| Penalties Assessed Report                                  |             |          |
| Past Due Report  |             |          |
| Past Due Notices   |             |          |
| <br>   |             |          |
| Billing Cycle - flat charge                                |             | 150.00   |
| Includes the following reports:                            |             |          |
| Cash Proof Report by Control Group                         |             |          |
| Cash Posting Report  |             |          |
| Master File Maintenance Report                             |             |          |
| Missing Meter Readings Report                              |             |          |
| Cross Reference Alpha Index Report for Billing Register    |             |          |
| Billing Report   |             |          |
| Billing Register Report W/Totals                           |             |          |
| Service Deposit Report                                     |             |          |
| Sewer Billing Report                                       |             |          |
| Past Due Report  |             |          |
| Report of Active Accounts not Billed                       |             |          |
| Report of Water Service Accounts W/0 Sewer Service         |             |          |
| Billing Notices in two groups; audit & regular             |             |          |
| <br>   |             |          |
| Notice Charge  | Ea. Notice  | .175     |
| <br>   |             |          |
| All Printing   | Per M Lines | 1.75     |
| <br>   |             |          |
| Key & Verifying*   |             |          |
| Meter Reading Transactions                                 | Ea.         | .05      |
| Payments & Adjustments                                     | Ea.         | .06      |
| Coded Transmittals   | Ea.         | .185     |
| <br>   |             |          |
| Clerical work (after 1st three hours per cycle)            |             | 14.44    |
| Technical support and programmer assistance, as required** |             | 38.50    |
| Deliveries and Pickups                                     | Ea.         | 10.00    |

\* If legibility of source documents is below AFC standards, AFC reserves the right to bill for keying at an hourly rate of \$10.00 per hour.

\*\* This includes, but is not limited to, problem investigation, solution and implementation, coding programs, key punching testing, documentation, changing production procedures and other programmer activity relative to customer questions.

All special work will be handled on a time and material basis according to current published rates (attached).

**CHATHAM UTILITIES**  
**PAYROLL APPLICATION**  
**CHARGES**

**Processing Charges**

|   |     |          |
|---|-----|----------|
| Minimum charge per cycle                  |     | \$ 75.00 |
| Unit charges in excess of minimum charge: |     |          |
| Checks printed                            | Ea. | .50      |
| New employees added                       | Ea. | .50      |
| Employee changes                          | Ea. | .25      |
| Payroll transactions                      | Ea. | .10      |

**Reports and Forms Prepared:**

Included for the above charges are:  
    Payroll Checks and Payroll Registers  
    plus associated totals and controls  
    Quarterly 941 preparation  
    Annual W2 preparation

**Supplies**

All forms and supplies are included in the above charges except:

    Payroll check forms  
    W2 forms

which are to be paid for by Customer.

All special work will be handled on a time and materials basis according to current published rates (attached).

|  |     |       |
|--|-----|-------|
| All pickups and deliveries (as required) | Ea. | 10.00 |
|--|-----|-------|

GENERAL TERMS AND CONDITIONS

A. Performance

1. Any additional work caused by errors or faults in the client's media will be billed at AFC's standard hourly rates.
2. The charge for services stipulated herein is subject to revision for any changes the client may make to its requirements, or for additional work that may be required which is not set forth in the part of this agreement entitled "Specifications."
3. AFC's performance hereunder is subject to force majeure and AFC shall have no liability for its failure to perform hereunder if such failure is the direct result of labor strikes, accidents, fires, acts of God, regulations or restrictions imposed by any government or government agencies or other delay beyond AFC's control. But AFC will, in the event of such failure use its best efforts to provide substitute services.

B. Property

1. All computer programs, written procedures and similar items shall always remain the property of AFC unless there is an express written provision within this agreement to the contrary.

C. Liability

1. In the event of any error or omission, whether human or mechanical, on the part of AFC or its employees, AFC may elect to redo the work at no extra cost to the client. It is expressly understood and agreed that the liability, if any, of AFC for errors or omissions shall be limited to the total charge for services as provided herein. AFC shall not be liable for any special, consequential or exemplary damages even if it has been advised of the possibility of such damages.
2. It is expressly understood and agreed that AFC shall not be liable to any third persons for any damages which said third persons may incur, directly or indirectly, as a result of the errors or omissions of the client.
3. It is expressly understood and agreed that AFC shall not be liable to third persons for any errors or omissions of AFC.

D. Representations

1. The client agrees that no representation of any kind has been made to it by AFC or any of its agents and that no understanding or agreement exists between the client and AFC except as set forth herein.
2. Client agrees that it will not solicit any AFC personnel for employment.
3. If any provision of this agreement shall be declared illegal, void, or unenforceable the other provisions shall not be affected, but shall remain in full force and effect.
4. This agreement sets forth the entire understanding between the parties with respect to the subject matter thereof and no representation other than those contained herein have been made and no modifications, amendment, waiver or alteration of any of the provisions of such agreement shall be binding upon either party unless it shall be in writing and signed by both parties.
5. This agreement shall be governed by the laws of the State of Illinois.

IN WITNESS WHEREOF, the parties hereto have duly executed this agreement as of the latest date shown below.

AMERICAN FRANKLIN COMPANY

By: James H. Conwell  
Date: 3-3-83

VILLAGE OF CHATHAM

By: [Signature]  
Date: 9/27/83

Rates for IBM 370/155 and  
Other Associated Services  
Effective 7-1-82

UNIT  
370/158

INTERNAL CLOCK  
HOURLY RATES  
OR AS DESIGNATED

|                                    |              |
|------------------------------------|--------------|
| 1. Processor                       | \$257.40     |
| 2. Selector Channels               | 25.90        |
| 3. Multiplexor Channel             | 6.23         |
| 4. Core - Charge Per K             | .27          |
| 5. Tape Drive (DD) 1600/6250       | 14.95        |
| 6. Disk 2314                       | 21.75        |
| 7. Disk 3330                       | 12.15        |
| 8. Printer 1403                    | 28.56        |
| 9. Card Reader 2540 (00C)          | 23.49        |
| 10. MICR Printer                   | .05 Ea. Item |
| 11. Teleprocessing (330 & 340)     | 20.83        |
| 12. Data 100 #1 (024)              | 63.10        |
| 13. R. J. E. #2 (021)              | 37.87        |
| 14. Cards Read Local               | 2.41 Per M   |
| 15. Cards Read Remote              | 7.72 Per M   |
| 16. Lines Printed Local            | 1.42 Per M   |
| 17. Lines Printed Remote (HASP)    | 4.00 Per M   |
| 18. Page Printer (up to 8½" X 11") | .10 Per Page |
| 19. Cards Punched Local            | 7.72 Per M   |

Other Associated Services

|                  |                  |
|------------------|------------------|
| 20. Tape Mount   | 1.45 Each        |
| 21. Disk Mount   | 4.32 Each        |
| 22. Tape Storage | 1.25 Ea. Per Mo. |
| 23. Disk Storage | 6.25 Ea. Per Mo. |

HOURLY RATES

|  |       |
|--|-------|
| 24. System 3 Model 10                    | 42.90 |
| 25. Bursting & Deleaving (1 Hr. Minimum) | 17.19 |
| 26. EAM Equipment (1 Hr. Minimum)        | 20.63 |
| 27. Clerical Support                     | 14.44 |
| 28. Programmer Assistance                | 38.50 |
| 29. Data Entry                           | 10.00 |

Customer is responsible for "backup of data", to be used in event of loss of automated data through any manual, mechanical or electronic failure.

In the event that AFC changes any hardware item or the capabilities thereof, the right is reserved to revise the charge accordingly, with written notice 30 days in advance.

Terms are cash within 10 days of the statement date for the balance due. A 1½% per month finance charge on the beginning balance due, which is an annual percentage of 18½, will be applied on any unpaid balance over ten days old. No security interest, however, will be required."

Attachment to  
Service Agreement #C78128-B