

RESOLUTION 10-0607-09

Authorize the Township Administrator to execute the attached FuelMaster System Super Extended Maintenance Agreement

WHEREAS, the Board of Trustees has authorized the purchase and installation of a FuelMaster System and staff has negotiated the terms and cost of the agreement after experiencing several lightning delays and services calls, and

WHEREAS, the attached documents regarding the service for the existing fuel system and the computerized reporting system and defines the new "Levels of Service" following the expiration of the warranty or prior maintenance period, and

WHEREAS, in the best interest of the Township and its residents the Board of Trustees has a sole source supplier arrangement for proprietary software work and upkeep,

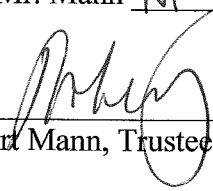
NOW, THEREFORE BE IT RESOLVED, by the Liberty Township Board of Trustees, Delaware County, that the Township Administrator is authorized to execute the attached agreements with Syn-Tech Systems, Inc. of 100 Four Points Way in Tallahassee, FL 32305 in the amount of \$2,195 which shall be drawn pro rata from the Fire and Road department funds.

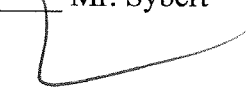
This Resolution shall be in force and become effective immediately upon its execution.

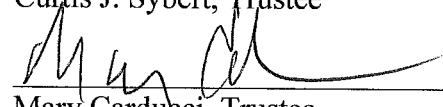
Motion made by Mann and seconded by Carducci.

Vote: yes Ms. Carducci yes Mr. Mann NP Mr. Sybert


6-7-10
Date


Robert Mann, Trustee


Curtis J. Sybert, Trustee


Mary Carducci, Trustee

CERTIFIED BY:


Mark S. Gerber, Fiscal Officer



FUELMASTER® Fuel Management System Super Extended Maintenance Agreement

The FUELMASTER® Fuel Management Systems Extended Maintenance Agreement is made and entered into on this date of **05/20/2010** at Tallahassee, Florida, by and between SYN-TECH SYSTEMS, INCORPORATED, (STS), a Florida Corporation having a principal place of business at 100 Four Points Way, Tallahassee, Florida 32305 and:

**LIBERTY TOWNSHIP FIRE DEPT
7761 LIBERTY ROAD
POWELL, OH 43065**

S/N 8079

This initial term of this agreement shall commence as of **05/20/2010** and shall continue for a term expiring **5/19/2011**.

The FUELMASTER® Maintenance Agreement provides a means of extending the normal one year warranty that all FUELMASTER® customers receive. It covers parts and support labor for all FUELMASTER® components, both software and hardware (does not include equipment on vehicles [AIM units]), and provides free upgrades to software/firmware, as required. **The cost to cover your unit is \$2,195.**

Syn-Tech Systems, Inc will provide at no additional charge Certificates of Insurance naming your company as a Certificate Holder. However, if your company must be named on the Certificate of Insurance as a co-insured, there is an additional fee of \$350.00 to the overall maintenance plan.

Software updates will be provided free of charge upon request. The exception to this is for those systems operations with customized software. Each customized program will have to be quoted on an individual basis. Customers with Extended Maintenance program will only pay for the customization. The customer can make the decision as to whether he prefers to maintain his current system or upgrade to the new software/firmware. Changes in hardware are not covered by this agreement.

Organizations under a super maintenance contract will be provided an email address, several phones / fax numbers and have access to FUELMASTER® technicians to assist in FUELMASTER® operations and diagnostics 24 hours a day, 7 days a week. Service will include a Help Desk that allows the customer the ability to access FUELMASTER® technicians at all times. Please note that damage resulting from acts of God (including equipment failures due to electrical surges and lightning damage) will be covered under this agreement. For sites / locations where STS or a STS trained distributor installed pulsers or valves, replacement parts will be provided upon failure and a site request.

Syn-Tech Systems, Inc.
100 Four Points Way
Tallahassee, FL 32305

marketing@syntech-fuelmaster.com
www.syntech-fuelmaster.com

800-888-9136
850-878-2558
(fax) 850-877-9327

After expiration of any warranty / previous maintenance period, STS will use a three-tier maintenance support system.

Level One: Customer must report problem by telephone to STS. Syn-Tech's Product Support Team will then analyze the problem within 62 minutes of the call. The Product Support Team will diagnose software and hardware remotely with telephonic diagnostic tools. Product Support will assist the customer to diagnose and/or give corrective actions. Seventy-five percent of the problems received by Product Support are resolved at this level. If level One is ineffective in resolving the problem, Syn-Tech Systems, Inc. will move to Level Two service.

Level Two: Syn-Tech Systems, Inc. will send replacement parts to customer by the most expeditious means in support of Level One Maintenance. The customer will install the replacement parts, with telephonic assistance and direction from STS, provided that the customer may install them without special tools and within an estimated 30 minutes. The customer will be provided a prepaid shipping container for return of the defective part(s). The defective parts(s) must be returned within seven business days.

Level Three: If Levels One and Two are ineffective in resolving the problem, Syn-Tech Systems, Inc. will dispatch a FUELMASTER® technician and spare parts to the customer's site to effect repairs as required. The customer's system must be repaired within three (3) working days in the customer's United States after seven (7) days outside the continental United States after notification that a site visit is required. Notification begins 8:00am on the first normal business day after the call is made. If notification occurs on a normal business weekend or a federal holiday, the time starts on the next business day or a federal holiday; the time starts the next normal business day. If any types of clearances are necessary, the notification time will not begin until the appropriate clearances have been obtained.

Please note that damages from user abuse, negligence, accidents, faulty installation or operation is not covered under the warranty. This warranty specifically excludes any indirect, special consequential damages to include, but not limited to, loss of product, profit, or litigation fees. Additionally, associated equipment including printer, personal computers, pumps, oilers, dispensers, and other items not manufactured by Syn-Tech Systems, Inc. are warranted only to the extent covered by the original manufacturer. Additionally, warranty is limited to approved locations and is not transferable except by written permission of Syn-Tech Systems, Inc.

The parties deem this agreement to be executed by their duty authorized representatives on the Agreement date:

Syn-Tech Systems, Inc.

(Signature)

Patrick J. Peacock

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Tallahassee, FL 32305

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(Name)

Customer:

(Company)

(Signature)

(Name & Telephone Number)

(Title)

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