



## RESOLUTION 2021-005

**A RESOLUTION TO APPROVE THE SCHEDULE TO MASTERS SERVICES AGREEMENT FOR PARTICIPATION IN KEY ACCOUNTS SERVICES PROGRAM WITH AMERICAN MUNICIPAL POWER, INC. AND AUTHORIZE THE VILLAGE ADMINISTRATOR TO EXECUTE THE AFOREMENTIONED SCHEDULE AND DECLARING AN EMERGENCY.**

**WHEREAS**, the Village of Jackson Center, Ohio ("Municipality") owns and operates an electric utility system for the sale of electric power and associated energy for the benefit of its citizens and taxpayers; and

**WHEREAS**, American Municipal Power, Inc. ("AMP") is an Ohio nonprofit corporation, organized to own and operate facilities, or to provide otherwise, for the generation, transmission or distribution of electric power and energy, or any combination thereof, and to furnish technical services on a cooperative, nonprofit basis, for the mutual benefit of AMP members ("Members"), such Members, including Municipality, being, as of the date hereof, political subdivisions that operate, or whose members operate, municipal electric utility systems in Delaware, Ohio, Kentucky, Michigan, Pennsylvania, Virginia and West Virginia; and

**WHEREAS**, Jackson Center owns and operates an electric utility system and serves large customer accounts ("Key Accounts") that directly or indirectly affect the economic welfare of the Municipality; and

**WHEREAS**, the Master Services Agreement contemplates AMP to provide qualified personnel (Key Account Representative") who provide key accounts management support including information, education, guidance, and technical services expertise to the Municipality's Key Account representative; and

**WHEREAS**, AMP and Municipality entered into a Schedule for Key Accounts Representative designated as AMP Contract No. C-5-2008-6452 (Prior Schedule); and

**WHEREAS**, AMP has offered to enter into this schedule in order to provide the Key Account Services selected by Municipality on Exhibit A and described in Exhibit B hereto (the Services); and

**WHEREAS**, Municipality desires to obtain the Services pursuant to this Schedule;

**NOW THEREFORE**, in consideration of the conditions, terms and covenants herein, the Parties agree as follows:

### ARTICLE I - REPRESENTATIONS

Municipality represents to AMP that, as of the Effective Date Municipality has full legal right and authority to enter into this Schedule, to carry out its obligations hereunder and to furnish electric power and energy and related services to its customers; and this Schedule has been duly executed and delivered by the appropriate officer or officers of Municipality.

### ARTICLE II - TERM

This Schedule shall be effective as of the "Effective Date" and shall terminate effective December 31, 2021, unless earlier terminated in accordance with its terms. Thereafter:

- A. This Schedule will renew automatically for successive one-year terms (each a "Renewal Term") unless either Party provides written notice at least thirty (30) days prior to the end of the then current term.
- B. Either Party shall have the right to terminate this Schedule for any reason by providing at least forty-five (45) days' notice to the other Party.



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### ARTICLE III - DIRECTIONS FROM THE MUNICIPALITY

The Key Accounts Representative furnished by AMP pursuant to this Schedule shall receive all instruction, direction and guidance with regard to the Services provided by the Key Accounts Representative on the Municipality's behalf, as long as the same is not inconsistent with this Schedule, from the individual representing the Municipality and holding the title or position of Village Administrator or, in the event the title of said position changes, the equivalent position following such a title change (hereinafter called the "Municipal Official").

### ARTICLE IV - CONTROL BY KEY ACCOUNTS REPRESENTATIVE

At the direction of the Municipal Official, the Key Accounts Representative may instruct and advise employees of the Municipality who are engaged in work related to the operations of the Municipality. The instructions or advice provided by the Key Accounts Representative shall be deemed to be advisory in nature and the Key Accounts Representative shall have no right or duty to direct or control said Municipality employees. Municipality shall maintain all direction and control over its employees, representatives and agents and the Municipality shall conform to all applicable laws and regulations in the performance of its obligations under this Schedule and shall comply with all provisions of applicable workers' compensation laws.

### ARTICLE V - SERVICES PROVIDED

AMP agrees for the term of this Schedule to provide to Municipality with the Services and Municipality agrees to take and pay for those Services for the term, and any Renewal Term, of this Schedule. Services available in each year during which this Schedule is in effect are set forth in Exhibit B, which may be modified from time to time by written agreement of AMP and Municipality.

AMP reserves the right to update the service offerings provided on Exhibit B to better accommodate the needs of members and their Key Accounts in order to continue delivering value added services.

Municipality shall provide a list of its Key Accounts. The initial list of Key Accounts on the date of the execution of this Schedule shall be attached to this Schedule as Exhibit C. The Municipality may revise Exhibit C whenever it desires to add or delete a Key Account, and such revisions will be effective when notice of the revisions is provided to AMP in writing and pursuant to Article X of this Schedule. AMP is only required to provide the Services to those Key Accounts set forth in Exhibit C.

The Municipality shall compensate AMP for the Services as set forth in Article VII of this Schedule.

### ARTICLE VI - LIABILITIES AND WARRANTIES

AMP's liability for any injury or damage that is caused by the actions or omissions of AMP in the provision of any Services is limited to the limits of applicable insurance, excluding umbrella coverage, maintained by AMP, irrespective of whether such damages arise out of negligence, gross negligence, recklessness, intentional acts or omissions, or strict liability, and irrespective of whether the theory of recovery of such damages sounds in tort, contract, or any other legal theory.

Notwithstanding the foregoing, in the event that AMP does not maintain insurance applicable to the aforementioned injury or damage, AMP's liability shall be limited to two times (2x) the amount paid for the Services hereunder, or \$50,000, whichever is greater.

Municipality agrees and understands that AMP does not make any representations or warranties regarding the Services provided.



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This Article VI shall survive the voluntary or involuntary termination of the Master Services Agreement, this Schedule, or any extension of either.

### ARTICLE VII - SCHEDULING OF KEY ACCOUNTS SERVICES AND COMPENSATION

The Key Accounts Representative shall be available to perform Services as requested by the Municipality and as the Key Accounts Representative's schedule permits. At the Municipal Official's request, the Key Accounts Representative will, in writing, notify the Municipality, five (5) days prior to the beginning of the calendar month(s), of the specific dates and times during said calendar month(s) that the Key Accounts Representative will be available to the Municipality. Where reasonably possible, the Key Accounts Representative shall consult with the Municipal Official prior to providing said notice so as to attempt to schedule the Services at times which are mutually acceptable to all. Notwithstanding any prearranged scheduling, when the Key Accounts Representative is requested by Municipality to assist a municipal electric utility system experiencing an emergency condition, the Key Accounts Representative shall be dispatched to first fulfill the needs of the municipal system experiencing the emergency condition. Further, the determination of when the Key Accounts Representative will be available for the Municipality shall be at AMP's sole judgment and discretion.

The annual fee provided in Exhibit A entitles Municipality to the Selected Services chosen by Municipality as evidenced in Exhibit A. Any additional Services performed by the Key Accounts Representative or any other AMP employee, will be billed at a discounted rate as outlined in Exhibit A. Services performed by a third-party consultant shall be invoiced to the Municipality at cost. The aforementioned hourly rate may be adjusted annually by AMP on January 1, and Municipality will be informed of the adjusted amount no later than December 1 of the year preceding the year in which the new rate is effective.

Following the initial term of this Schedule, the annual fee and discounted hourly rate provided in Exhibit A are subject to change by AMP giving written notice to the Municipality at least sixty (60) days prior to the end of the then current term.

The Municipality shall be invoiced and the Municipality shall pay for only the actual hours worked pursuant to this Schedule. The hours worked includes travel time to and from the Municipality.

The Municipality shall also be invoiced for all applicable travel related expenses such as mileage, meals, lodging, and incidental expenses incurred while providing the Services. Municipality shall also be billed for any materials or the cost of any equipment in providing Services to the Municipality.

### ARTICLE VIII - BILLING AND PAYMENT

All provisions and terms for billing and payment for Services shall be governed by the Master Services Agreement.

### ARTICLE IX - CONTINGENCY

Notwithstanding any other provision of this Schedule, any obligations of AMP under this Schedule are contingent upon its ability to employ individuals or otherwise contract for services in order to provide the qualified personnel required to provide the Services.

### ARTICLE X - GENERAL

**FORCE MAJEURE:** No Party shall be in default in respect of any obligation hereunder if prevented from fulfilling such obligation by reason of any cause beyond its reasonable control, including without limitation strikes and labor disputes. A Party unable to fulfill any obligation by reason of any cause beyond its control shall use diligence to remove such disability with reasonable dispatch.



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**WAIVER:** Any waiver at any time of any rights as to any default or other matter arising hereunder shall not be deemed a waiver as to any subsequent default or matter. Any delay, short of the statutory period of limitation, in asserting or enforcing any right hereunder shall not be deemed a waiver of such right.

**NOTICES:** Written notices required under this Schedule shall be served by (i) personal service during regular business hours; (ii) e-mail or (iii) certified mail, return receipt requested.

Notices to AMP shall be directed to:

American Municipal Power, Inc.  
1111 Schrock Road, Suite 100  
Columbus, Ohio 43229  
Attn: Senior Vice President Member Services & External Affairs  
[award@amppartners.org](mailto:award@amppartners.org)

Copy to:

American Municipal Power, Inc.  
1111 Schrock Road, Suite 100  
Columbus, Ohio 43229  
Attn: Senior Vice President & General Counsel for Corporate Affairs  
[rgerrick@amppartners.org](mailto:rgerrick@amppartners.org)

Notices to Municipality shall be directed to:

Village of Jackson Center  
Attn: Bruce A. Metz  
PO Box 819  
Jackson Center, OH 45334

Notices are effective when received.

**EMPLOYEES:** The Municipality shall maintain all direction and control over its employees, representatives and agents and the Municipality shall conform to all applicable laws and regulations in the performance of its obligations under this Schedule and shall comply with all provisions of applicable workers' compensation laws.

**APPLICABLE LAW:** This Schedule shall be governed by and construed in accordance with the laws of the State of Ohio.

**SEVERABILITY:** If a court of competent jurisdiction finds or rules that any provision of this Schedule is invalid, void, or unenforceable, the provisions of this Schedule not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Schedule shall not void or affect the validity of any other provision of this Schedule.

**DISCLAIMERS:** Municipality agrees and understands that AMP makes no representations or warranties regarding the Services provided to the Municipality or the Key Accounts pursuant to this Schedule irrespective of whether such Services are provided by a Key Accounts Representative or an agent, contractor or subcontractor.

**HEADINGS:** The headings provided are merely descriptive in nature and are not to be attributed any substantive meaning in the interpretation of this Schedule.

**OTHER AGREEMENTS:** All other terms and conditions of the Master Services Agreement between AMP and Municipality not in conflict with the express terms of this Schedule shall be applicable to the provision of services under this Schedule and binding upon the parties.



**ENTIRE AGREEMENT:** This Schedule constitutes the entire understanding between the Parties and there are no other understandings or agreements or agreements between the Parties concerning the subject matter of this Schedule.

**ARTICLE XI - TERMINATION OF PRIOR SCHEDULE**

Upon full execution of this Schedule, the Prior Schedule shall terminate with no further action by either Party and shall be superseded and replaced in its entirety by this Schedule.

**WHEREAS,** AMP and Municipality desire to enter into a Master Services Agreement for Participation in Safety and Training Programs by AMP or its Affiliated Entities, and

**NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE VILLAGE OF JACKSON CENTER, OHIO:**

**SECTION 1.**

That the Master Services Agreement between Municipality and AMP, substantially in the form attached hereto or on file with the Fiscal Officer, including Appendices thereto, are approved, and the Village Administrator of Municipality is hereby authorized to execute and deliver the Master Services Agreement with such changes as the Village Administrator may approve as neither inconsistent with this Resolution nor materially detrimental to the Municipality, his execution of the Master Services Agreement to be conclusive evidence of such approval.

**SECTION 2.**

That the Village Administrator is hereby authorized to take any action necessary for Municipality to fulfill its obligations under the Master Services Agreement.

**SECTION 3.**

That it is found and determined that all formal actions of this Council concerning and relating to the passage of this Resolution were taken in conformance with applicable open meetings laws and that all deliberations of this Council and of any committees that resulted in those formal actions were in compliance with all legal requirements including any applicable open meetings requirements.

**SECTION 4.**

If any section, subsection, paragraph, clause or provision or any part thereof of this Resolution shall be finally adjudicated by a court of competent jurisdiction to be invalid, the remainder of this Resolution shall be unaffected by such adjudication and all the remaining provisions of this Resolution shall remain in full force and effect as though such section, subsection, paragraph, clause or provision or any part thereof so adjudicated to be invalid had not, to the extent of such invalidity, been included herein.

**SECTION 5.**

That this Resolution shall take effect at the earliest date allowed by law.

**SECTION 6.**

That Council hereby declares this to be an emergency measure immediately necessary for the preservation of the public peace, health, safety, and welfare; such an emergency arising out of the need to timely execute the contract to continue services without interruption. Wherefore, this Resolution shall take effect and be in full force from and after its adoption by Council and approval by the Mayor.



# RESOLUTION 2021-005

Adopted this 26<sup>th</sup> day of April, 2021.

  
\_\_\_\_\_  
Scott Klopfenstein, Mayor

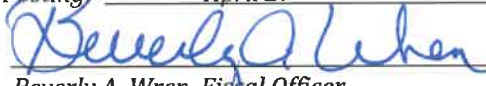
Attest:

  
\_\_\_\_\_  
Beverly A. Wren, Fiscal Officer

*CERTIFICATE OF FISCAL OFFICER AS TO POSTING*

*I certify that the above Resolution 2021-005 has been posted as required by law. Posted in the Village Office, Village Website, Allenbaugh Insurance, Peoples' Federal Savings and Loan Association and the Jackson Center Library.*

Date of Posting April 27, 2021.

Signed:   
\_\_\_\_\_  
Beverly A. Wren, Fiscal Officer

**AMERICAN MUNICIPAL POWER, INC.  
AND  
THE VILLAGE OF JACKSON CENTER, OHIO  
SCHEDULE TO MASTER SERVICES AGREEMENT  
FOR KEY ACCOUNTS SERVICES**

This Schedule to Master Services Agreement for Key Accounts Services (this "Schedule") is entered into as of \_\_\_\_\_, 20\_\_ (the "Effective Date"), by and between the Village of Jackson Center, Ohio ("Municipality"), a political subdivision existing under the Constitution and laws of the State and American Municipal Power, Inc., an Ohio non-profit corporation ("AMP", and together with Municipality, the "Parties" and each a "Party").

**WITNESSETH:**

WHEREAS, the Parties have entered into a Master Services Agreement, designated as AMP Contract No. C-10-2005-4393, pursuant to which AMP provides certain services to Municipality as set forth in various schedules to the Master Services Agreement; and

WHEREAS, Municipality owns and operates an electric utility system and serves large customer accounts (hereinafter referred to as "Key Accounts") that directly or indirectly affect the economic welfare of the Municipality and its surrounding area; and

WHEREAS, AMP provides qualified personnel (hereinafter called the "Key Accounts Representative") who can provide Key Accounts management support including information, education, guidance and technical services expertise to the Municipality's Key Account representative (the "Key Accounts Services"); and

WHEREAS, AMP and Municipality entered into a Schedule for Key Accounts Representative designated as AMP Contract No. C-5-2008-6452 (the "Prior Schedule"); and

WHEREAS, AMP has offered to enter into this Schedule in order to provide the Key Account Services selected by Municipality on Exhibit A and described in Exhibit B hereto (the "Services"); and

WHEREAS, Municipality desires to obtain the Services pursuant to this Schedule;

NOW THEREFORE, in consideration of the conditions, terms and covenants hereinafter contained, the Parties hereto hereby mutually agree as follows:

**ARTICLE I  
REPRESENTATIONS**

Municipality represents to AMP that, as of the Effective Date Municipality has full legal right and authority to enter into this Schedule, to carry out its obligations hereunder and to furnish electric power and energy and related services to its customers; and this Schedule has been duly executed and delivered by the appropriate officer or officers of Municipality.

**ARTICLE II**  
**TERM**

This Schedule shall be effective as of the “Effective Date” and shall terminate effective December 31, 2021, unless earlier terminated in accordance with its terms. Thereafter:

A. This Schedule will renew automatically for successive one-year terms (each a “Renewal Term”) unless either Party provides written notice at least thirty (30) days prior to the end of the then current term.

B. Either Party shall have the right to terminate this Schedule for any reason by providing at least forty-five (45) days’ notice to the other Party.

**ARTICLE III**  
**DIRECTIONS FROM THE MUNICIPALITY**

The Key Accounts Representative furnished by AMP pursuant to this Schedule shall receive all instruction, direction and guidance with regard to the Services provided by the Key Accounts Representative on the Municipality’s behalf, as long as the same is not inconsistent with this Schedule, from the individual representing the Municipality and holding the title or position of \_\_\_\_\_ or, in the event the title of said position changes, the equivalent position following such a title change (hereinafter called the “Municipal Official”).

**ARTICLE IV**  
**CONTROL BY KEY ACCOUNTS REPRESENTATIVE**

At the direction of the Municipal Official, the Key Accounts Representative may instruct and advise employees of the Municipality who are engaged in work related to the operations of the Municipality. The instructions or advice provided by the Key Accounts Representative shall be deemed to be advisory in nature and the Key Accounts Representative shall have no right or duty to direct or control said Municipality employees. Municipality shall maintain all direction and control over its employees, representatives and agents and the Municipality shall conform to all applicable laws and regulations in the performance of its obligations under this Schedule and shall comply with all provisions of applicable workers’ compensation laws.

**ARTICLE V**  
**SERVICES PROVIDED**

AMP agrees for the term of this Schedule to provide to Municipality with the Services and Municipality agrees to take and pay for those Services for the term, and any Renewal Term, of this Schedule. Services available in each year during which this Schedule is in effect are set forth in Exhibit B, which may be modified from time to time by written agreement of AMP and Municipality.

AMP reserves the right to update the service offerings provided on Exhibit B to better



AMP Contract No. 2021-007163-SCHED  
accommodate the needs of members and their Key Accounts in order to continue delivering value added services.

Municipality shall provide a list of its Key Accounts. The initial list of Key Accounts on the date of the execution of this Schedule shall be attached to this Schedule as Exhibit C. The Municipality may revise Exhibit C whenever it desires to add or delete a Key Account, and such revisions will be effective when notice of the revisions is provided to AMP in writing and pursuant to Article X of this Schedule. AMP is only required to provide the Services to those Key Accounts set forth in Exhibit C.

The Municipality shall compensate AMP for the Services as set forth in Article VII of this Schedule.

**ARTICLE VI**  
**LIABILITES AND WARRANTIES**

AMP's liability for any injury or damage that is caused by the actions or omissions of AMP in the provision of any Services is limited to the limits of applicable insurance, excluding umbrella coverage, maintained by AMP, irrespective of whether such damages arise out of negligence, gross negligence, recklessness, intentional acts or omissions, or strict liability, and irrespective of whether the theory of recovery of such damages sounds in tort, contract, or any other legal theory.

Notwithstanding the foregoing, in the event that AMP does not maintain insurance applicable to the aforementioned injury or damage, AMP's liability shall be limited to two times (2x) the amount paid for the Services hereunder, or \$50,000, whichever is greater.

Municipality agrees and understands that AMP does not make any representations or warranties regarding the Services provided.

This Article VI shall survive the voluntary or involuntary termination of the Master Services Agreement, this Schedule, or any extension of either.

**ARTICLE VII**  
**SCHEDULING OF KEY ACCOUNTS**  
**SERVICES AND COMPENSATION**

The Key Accounts Representative shall be available to perform Services as requested by the Municipality and as the Key Accounts Representative's schedule permits. At the Municipal Official's request, the Key Accounts Representative will, in writing, notify the Municipality, five (5) days prior to the beginning of the calendar month(s), of the specific dates and times during said calendar month(s) that the Key Accounts Representative will be available to the Municipality. Where reasonably possible, the Key Accounts Representative shall consult with the Municipal Official prior to providing said notice so as to attempt to schedule the Services at times which are mutually acceptable to all. Notwithstanding any prearranged scheduling, when

the Key Accounts Representative is requested by Municipality to assist a municipal electric utility system experiencing an emergency condition, the Key Accounts Representative shall be dispatched to first fulfill the needs of the municipal system experiencing the emergency condition. Further, the determination of when the Key Accounts Representative will be available for the Municipality shall be at AMP's sole judgment and discretion.

The annual fee provided in Exhibit A entitles Municipality to the Selected Services chosen by Municipality as evidenced in Exhibit A. Any additional Services performed by the Key Accounts Representative or any other AMP employee, will be billed at a discounted rate as outlined in Exhibit A. Services performed by a third-party consultant shall be invoiced to the Municipality at cost. The aforementioned hourly rate may be adjusted annually by AMP on January 1, and Municipality will be informed of the adjusted amount no later than December 1 of the year preceding the year in which the new rate is effective.

Following the initial term of this Schedule, the annual fee and discounted hourly rate provided in Exhibit A are subject to change by AMP giving written notice to the Municipality at least sixty (60) days prior to the end of the then current term.

The Municipality shall be invoiced and the Municipality shall pay for only the actual hours worked pursuant to this Schedule. The hours worked includes travel time to and from the Municipality.

The Municipality shall also be invoiced for all applicable travel related expenses such as mileage, meals, lodging, and incidental expenses incurred while providing the Services. Municipality shall also be billed for any materials or the cost of any equipment in providing Services to the Municipality.

**ARTICLE VIII**  
**BILLING AND PAYMENT**

All provisions and terms for billing and payment for Services shall be governed by the Master Services Agreement.

**ARTICLE IX**  
**CONTINGENCY**

Notwithstanding any other provision of this Schedule, any obligations of AMP under this Schedule are contingent upon its ability to employ individuals or otherwise contract for services in order to provide the qualified personnel required to provide the Services.

**ARTICLE X  
GENERAL**

**FORCE MAJEURE:** No Party shall be in default in respect of any obligation hereunder if prevented from fulfilling such obligation by reason of any cause beyond its reasonable control, including without limitation strikes and labor disputes. A Party unable to fulfill any obligation by reason of any cause beyond its control shall use diligence to remove such disability with reasonable dispatch.

**WAIVER:** Any waiver at any time of any rights as to any default or other matter arising hereunder shall not be deemed a waiver as to any subsequent default or matter. Any delay, short of the statutory period of limitation, in asserting or enforcing any right hereunder shall not be deemed a waiver of such right.

**NOTICES:** Written notices required under this Schedule shall be served by (i) personal service during regular business hours; (ii) e-mail or (iii) certified mail, return receipt requested.

Notices to AMP shall be directed to:

American Municipal Power, Inc.  
1111 Schrock Road, Suite 100  
Columbus, Ohio 43229  
Attn: Senior Vice President Member Services & External Affairs  
award@amppartners.org

Copy to:

American Municipal Power, Inc.  
1111 Schrock Road, Suite 100  
Columbus, Ohio 43229  
Attn: Senior Vice President & General Counsel for Corporate Affairs  
rgerrick@amppartners.org

Notices to Municipality shall be directed to:

\_\_\_\_\_  
\_\_\_\_\_

Email: \_\_\_\_\_

Notices are effective when received.

**EMPLOYEES:** The Municipality shall maintain all direction and control over its employees, representatives and agents and the Municipality shall conform to all applicable laws

and regulations in the performance of its obligations under this Schedule and shall comply with all provisions of applicable workers' compensation laws.

APPLICABLE LAW: This Schedule shall be governed by and construed in accordance with the laws of the State of Ohio.

SEVERABILITY: If a court of competent jurisdiction finds or rules that any provision of this Schedule is invalid, void, or unenforceable, the provisions of this Schedule not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Schedule shall not void or affect the validity of any other provision of this Schedule.

DISCLAIMERS: Municipality agrees and understands that AMP makes no representations or warranties regarding the Services provided to the Municipality or the Key Accounts pursuant to this Schedule irrespective of whether such Services are provided by a Key Accounts Representative or an agent, contractor or subcontractor.

HEADINGS: The headings provided are merely descriptive in nature and are not to be attributed any substantive meaning in the interpretation of this Schedule.

OTHER AGREEMENTS: All other terms and conditions of the Master Services Agreement between AMP and Municipality not in conflict with the express terms of this Schedule shall be applicable to the provision of services under this Schedule and binding upon the parties.

ENTIRE AGREEMENT: This Schedule constitutes the entire understanding between the Parties and there are no other understandings or agreements or agreements between the Parties concerning the subject matter of this Schedule.

**ARTICLE XI**  
**TERMINATION OF PRIOR SCHEDULE**

Upon full execution of this Schedule, the Prior Schedule shall terminate with no further action by either Party and shall be superseded and replaced in its entirety by this Schedule.

(signature page follows)

IN WITNESS WHEREOF, the Parties hereby execute this Schedule. The Municipal Official executing this Schedule represents and warrants that he/she has the authority to bind the Municipality through the execution of this Schedule.

**THE VILLAGE OF JACKSON CENTER, OHIO**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Municipal Legal Advisor

**AMERICAN MUNICIPAL POWER, INC.**

By: \_\_\_\_\_  
Adam Ward  
Senior Vice President Member Services  
& External Affairs

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Rachel Gerrick  
Senior Vice President & General Counsel  
for Corporate Affairs

**EXHIBIT A  
SELECTED KEY ACCOUNTS SERVICES**

Each of the available Services is listed below. Municipality must elect its Services by initialing each requested service, completing date-related blanks, and signing below.

<b>Initial to Select</b>  _____	<b>Key Accounts Plus</b>
<b>Fees and Rates:</b>	Annual Fee - \$3,600.00 Hourly Rate - \$80/hr*
<b>Select One:</b>	<p align="center">_____ Thirty (30) Hours AMP Labor at No Cost.</p> <p align="center">OR</p> <p align="center">_____ Up to Sixteen (16) Key Account Annual Reports</p>

*\*The annual fee entitles Municipality to either 30 hours of labor OR up to 16 Key Account Annual Reports, as selected above. Any additional AMP labor will be billed at a discounted hourly rate of \$80/hr.*

*NOTE: The Key Accounts Representative and the Municipality will mutually agree upon a schedule of Services as appropriate, requested, and permitted by the Key Accounts Representative's schedule.*

(signature page follows)

Municipality selects each of the Services initialed above.

**THE VILLAGE OF JACKSON CENTER, OHIO**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**EXHIBIT B**

**Annual Reports + Monthly Energy Use & Cost Tracking:**

- **Annual reports** – Provide a summary of monthly electrical energy use and associated costs, compiled into a ready-to-deliver report for each Key Account. Provides an easy to read excel sheet and associated graphs, as well as an executive summary with possible operational and efficiency recommendations.
- **Monthly energy use and cost tracking** – Review of Key Account monthly invoices, checking for billing discrepancies and possible issues with energy usage.

**Grant & Loan Opportunity Facilitation** - Facilitation of applications for state and national financial grant and loan opportunities targeting energy audits and facility energy-efficiency improvements.

**Energy Use Analysis** - Analysis of historic energy use and costs. Energy use is benchmarked or compared against similar buildings to determine if further engineering study and analysis are likely to produce opportunities for significant energy savings.

**Engineering & Technical Support** – Access to professionals when troubleshooting Key Account customer questions and issues.

**Low-Cost/No-Cost Energy Audit** - An inspection survey and an analysis of energy flows for energy conservation in a building; the first step in identifying opportunities to reduce energy expense and carbon footprint.

**Low-Cost Single System Assessments** – Evaluate energy consumption and cost of an existing energy system (lighting, motors, compressed air, etc.) to quantify the impact on operating expenses and identify existing technology upgrades that are more efficient and most beneficial to the operations.

**Misc. Labor (phone/email correspondence, meetings, etc.)** – Support with aiding in customer service to your Key Account customers

**Key Accounts Services Billing**

**Key Accounts Plus** – For all services in excess of the selected services provided in Exhibit A, all AMP employee labor will be billed at a rate of \$80.00 per hour.

**Key Accounts Assistance** – AMP labor will be billed in accordance with the rate schedule set forth in Exhibit D.

**Consulting** – All non-AMP labor and services will be invoiced at cost from vendor.

**EXHIBIT C**

**Municipality Key Account Manager:**

**KEY ACCOUNT SERVICES WILL BE PERFORMED FOR THE FOLLOWING KEY ACCOUNTS:**

- 1)
- 2)
- 3)
- 4)
- 5)
- 6)
- 7)
- 8)
- 9)
- 10)
- 11)
- 12)
- 13)
- 14)
- 15)
- 16)



**EXHIBIT D**  
**Rate Schedule**

<b><u>Position</u></b>	<b><u>Hourly Rate</u></b>
President/Exec VP/ Senior VP/ VP/ Asst. VP	\$110 - 250
Sr. Project Manager	\$90 – 200
Project Manager/Director of Key Accounts	\$80 – 150
Project Engineer	\$70 – 120
Field Technician	\$60 – 110
Engineer/Specialist	\$45 – 80
Technician	\$45 – 65
Administrative	\$35 – 55
Consultant	invoiced at cost