

**VILLAGE OF WAYNESFIELD, OHIO  
ORDINANCE NO. 25-6-1**

**TO APPROVE THE EXECUTION OF A  
SCHEDULE WITH AMERICAN MUNICIPAL POWER, INC. FOR PARTICIPATION  
IN SAFETY AND TRAINING PROGRAMS**

WHEREAS, the Village of Waynesfield, 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 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, Indiana, Kentucky, Maryland, Michigan, Ohio, Pennsylvania, Virginia and West Virginia; and

WHEREAS, AMP and Municipality have entered into a Master Services Agreement, AMP Contract No. C-10-2005-4395, pursuant to which AMP provides certain services to Municipality as set forth in various schedules to the Master Services Agreement (the "Schedules"); and

WHEREAS, Municipality desires to participate, and AMP desires for Municipality to participate, in Safety and Training Programs, on terms and conditions as generally set forth in a participating member schedule between AMP and Municipality ("Schedule to Master Services Agreement for Participation in Safety and Training Programs"), on file with the Clerk:

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE VILLAGE OF WAYNESFIELD, OHIO:

SECTION I: That the Schedule to Master Services Agreement for Participation in Safety and Training Programs between Municipality and AMP, substantially in the form attached hereto and on file with the Clerk, including any appendices and/or exhibits thereto, are approved, and the Village Administrator of Municipality is hereby authorized to execute and deliver the Schedule to Master Services Agreement for Participation in Safety and Training Programs, with such changes

as the Village Administrator may approve as neither inconsistent with this Ordinance nor materially detrimental to the Municipality, his or her execution of the Schedule to Master Services Agreement for Participation in Safety and Training Programs to be conclusive evidence of such approval.

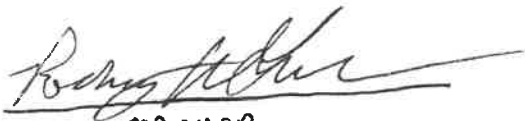
SECTION 2. That the Village Administrator is hereby authorized to take any action necessary for Municipality to fulfill its obligations under the Schedule to Master Services Agreement for Participation in Safety and Training Programs.

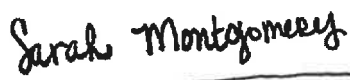
SECTION 3. That it is found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were taken in conformance with applicable open meetings laws and that all deliberations of this Council and of any committees that resulted in those formal actions 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 Ordinance shall be finally adjudicated by a court of competent jurisdiction to be invalid, the remainder of this Ordinance shall be unaffected by such adjudication and all the remaining provisions of this Ordinance 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 Ordinance shall take effect at the earliest date allowed by law. That this Ordinance is an emergency measure necessary for the immediate preservation of the public health, peace and welfare of the citizens of Waynesfield, Ohio and shall therefore take effect immediately.

4908-9051-8831, v. 1

  
Mayor

  
Fiscal Officer

**SCHEDULE TO MASTER SERVICES AGREEMENT  
FOR PARTICIPATION IN  
SAFETY AND TRAINING PROGRAMS**

**WHEREAS**, the Village of Waynesfield, Ohio (herein "Municipality") owns and operates a municipal electric system that provides electric power and energy to its customers; and

**WHEREAS**, American Municipal Power, Inc. ("AMP") is a private, not for profit, corporation that provides various services and training opportunities to its members, directly or indirectly through various affiliated entities, including, but not limited to, Municipal Energy Services Agency (all such affiliated entities referred to collectively as "Affiliated Entities" and together with AMP, the "AMP Entities"); and

**WHEREAS**, the Municipality is a member of AMP and has executed a Master Services Agreement with AMP, designated as Contract No. C-10-2005-4395 (the "Master Services Agreement"); and

**WHEREAS**, AMP and/or its Affiliated Entities conduct, at various times during the year, safety and training programs (each, a "Program") for AMP's members and their employees; and

**WHEREAS**, the Master Services Agreement contemplates the purchase of other services pursuant to subsequent schedules and the Municipality desires to participate and to have its employee(s) participate in the Programs pursuant to this Schedule to Master Services Agreement for Participation in Safety and Training Programs (this "Schedule"); and

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

**Section 1. Training**

The Municipality understands and agrees that no employees of the Municipality will be able to participate in the Programs unless this Schedule has been executed by the Municipality and is on file with AMP prior to its employees' participation in any Program. This Schedule, once executed and delivered to AMP, will remain on file and be effective for the duration of the Master Services Agreement or any extension thereof.

The Municipality understands and agrees that the AMP Entities, within their sole discretion, have the right to cancel, reschedule, or relocate any Program for any reason.

Municipality understands and agrees that any employee of the Municipality may be prohibited from participating in a Program if the person conducting the Program on behalf of AMP Entities determines, in his or her sole discretion, that the employee:

- a. is not qualified to participate in the Program due to insufficient experience or prior training;
- b. is not in sufficient health, mentally or physically, to participate in the Program;
- c. appears to be under the influence of alcohol or illegal drugs;
- d. appears to be under the influence of any medication, prescribed or otherwise, that affects the employee's motor coordination, judgment, or ability to understand and follow directions; or
- e. refuses to comply with all rules and regulations regarding the conducting of the Program.

Program registration must be submitted by Municipality in conjunction with the Programs. Registration may be submitted to AMP either electronically, via an AMP approved online registration service, or by completing and returning the attached Appendix A, "Program Registration Form", which may be updated by AMP from time to time. Registration shall be submitted for each Program in which Municipality desires to participate on or prior to the registration deadline noted by the AMP Entity hosting the Program.

## **Section 2. Liability and Indemnification**

The Municipality agrees and understands that some Programs being provided by the AMP Entities, no matter how controlled the environment and how many safety devices are employed, are inherently risky activities that may result in serious injury or death to an employee of the Municipality or another person.

AMP's and/or its Affiliated Entities' liability for any injury or damage that is caused by the actions or omissions of AMP or its Affiliated Entities in the provision of any Program, 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 and/or its Affiliated Entities' liability shall be limited to two times (2x) the amount paid for Programs hereunder, or \$50,000, whichever is greater.

This Section 2 shall survive the voluntary or involuntary termination of the Master Services Agreement, this Schedule, or any extension of either.

### **Section 3. Fees**

The billing and invoicing terms and conditions set forth in the Master Services Agreement shall be applicable to any fees payable for a Program. Charges, if any, for participation in a Program shall be accepted by Municipality in writing, either in Program registration materials or otherwise, prior to participation in the Program.

### **Section 4. Municipality's Representations and Warranties**

Municipality represents and warrants to AMP and its Affiliated Entities that:

- a. each employee at the time the employee participates in a Program will be qualified, have the training and experience, and be in sufficient health, mentally and physically, to participate;
- b. while participating in any Program, each employee will be acting within the scope of his/her employment with the Municipality;
- c. Municipality provides workers compensation coverage for its employees as required by applicable law and will provide a waiver of subrogation in favor of AMP where permitted by law;
- d. Municipality and its employees will comply with all applicable safety rules which may be issued by an AMP Entity or any governmental entity from time to time in connection with any Program;
- e. if required by AMP or an Affiliated Entity for any Program, it will have at least one supervisor present at all times during the Program who will have sufficient knowledge and experience in the area of the training activities being

undertaken to adequately and appropriately supervise the Municipality's employee(s);

- f. all employees who participate in any Program involving pole top training are qualified utility pole climbers or will utilize a fall restraint system;
- g. all employees who participate in any Program have the qualifications specified in writing by AMP or an Affiliated Entity in the Program registration materials; and
- h. any site, facility, poles, safety equipment, or other equipment provided or supplied by the Municipality to be used in any Program are in good condition, safe, adequate, and appropriate for use in the Program.

**Section 5. Disclaimers**

Municipality agrees and understands that AMP and its Affiliated Entities make no representations or warranties regarding the condition of the site, facility, poles, safety equipment, or other equipment to be used by Municipality's employee(s) during any Program.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have executed this Schedule to Master Services Agreement for Participation in Safety and Training Programs. Each individual executing this Schedule represents and warrants that he/she has the authority to bind the Party through the execution of this Schedule.

**VILLAGE OF WAYNESFIELD, OHIO**

By: Arden Bender  
Name: Arden Bender  
Title: Administrator

7.8.25  
Date

APPROVED AS TO FORM

[Signature]  
Title: Village Sol. Ltr

**AMERICAN MUNICIPAL POWER, INC.**

For itself and as agent on behalf of its Affiliated Entities

Adam Ward  
Adam Ward  
SVP, Member Services, Environmental  
Affairs, & Policy

07/30/2025  
Date

APPROVED AS TO FORM

Lisa G. McAlister  
Lisa McAlister  
SVP & General Counsel

**Schedule to be returned to:**  
American Municipal Power, Inc.  
c/o Legal Operations Specialist  
1111 Schrock Road, Suite 100  
Columbus, Ohio 43229  
Telephone No. 614-540-1111

**AMERICAN MUNICIPAL POWER, INC.  
PROGRAM REGISTRATION FORM**

**Section A – Course Registration**

The Village of Waynesfield registers its employees for:

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

Program Date(s): \_\_\_\_\_

**Section B – Employees Participating**

The following employees will participate (attach additional sheet if necessary):

Participant Name	Job Title	T-shirt Size	P.O. # (if needed)

**Cancellation Policy – If you are unable to attend the training, please notify AMP as early as possible. For fee-based classes, you may send a written request for a class fee refund. Cancellations made less than 30 days prior to start of a fee-based class will be charged a \$250.00 cancellation fee.**

**Evidence of Municipality's current Workers' Compensation coverage must be submitted with this form.**

\_\_\_\_\_  
Signature of Person Authorized by Municipality  
To Register Employees for Program

\_\_\_\_\_  
Date

Send confirmation to:      Phone: \_\_\_\_\_

Fax / E-mail: \_\_\_\_\_

Please send completed form to:      Jennifer Flockerzie  
1111 Schrock Road, Suite 100  
Columbus, OH 43229  
FAX (614) 540-1081  
[jflockerzie@amppartners.org](mailto:jflockerzie@amppartners.org)

Questions should be directed to Michelle Palmer at (614) 540-1111 or [mpalmer@amppartners.org](mailto:mpalmer@amppartners.org).