

RESOLUTION NO. 2026-44

CITY OF CLYDE, OHIO

AUTHORIZING THE EXECUTION OF A SCHEDULE WITH AMERICAN MUNICIPAL POWER, INC. FOR PARTICIPATION IN THE NOTEWORTHY AI PROGRAM

WHEREAS, American Municipal Power, Inc. ("AMP") and the City of Clyde, Ohio ("Municipality") have entered into a Master Services Agreement, AMP Contract No. C-1-2006-4733, pursuant to which AMP provides certain services to Municipality as set forth in various schedules to the Master Services Agreement ("MSA"); and

WHEREAS, AMP and Noteworthy AI Inc. ("Noteworthy") have entered into an agreement ("Noteworthy Agreement") for the purchase of Noteworthy's Inspect Edge™ high-resolution AI cameras ("Cameras") and for the use of a Software as a Service program Noteworthy Inspect™ Platform ("Software") in order to provide certain services to AMP members, including the detection, inventory and analysis of electrical poles and power distribution and transmission assets that has the advantages to participating AMP members of economies of scale, mitigation of risk from local technology deployment and support, and reduced burden of ongoing support (collectively, the "Noteworthy AI Program"); and

WHEREAS Municipality wishes to participate in the Noteworthy AI Program, on terms and conditions as generally set forth in a participating member schedule between AMP and Municipality ("Noteworthy AI Program Services Schedule") under the MSA.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Clyde, State of Ohio:

SECTION 1. The City Manager is hereby authorized to execute, deliver, and fulfill its obligations under the Noteworthy AI Program Services Schedule, substantially in the form attached hereto, including any appendices and/or exhibits thereto, for the amount of \$32,326.00, with such changes as the City Manager may approve as neither inconsistent with this Resolution nor materially detrimental to the Municipality, and their execution of the Noteworthy AI Program Services Schedule to be conclusive evidence of such approval.

SECTION 2. That the expenditure of funds be and the same is hereby appropriated and authorized to be expended from the Electric Fund.

Adopted: _____

5-19-2026

Authorized: _____

Doug McCauley

Attest: _____

Janet R. Dickman

Approved to form: _____

Bob J. [Signature]

AMERICAN MUNICIPAL POWER, INC.
AND
CITY OF CLYDE, OH
SCHEDULE TO MASTER SERVICES AGREEMENT
FOR NOTEWORTHY AI PROGRAM SERVICES

WHEREAS, American Municipal Power, Inc. (“AMP”) is a not-for-profit corporation that provides various services to its members, directly or indirectly; and

WHEREAS, the City of Clyde, OH (“Municipality”) operates a municipal electric utility and is a member of AMP; and

WHEREAS, AMP and Municipality have entered into a Master Services Agreement, designated as AMP Contract No. C-1-2006-4733, pursuant to which AMP provides certain services to Municipality as set forth in various schedules to the Master Services Agreement; and

WHEREAS, Municipality desires for AMP to provide hardware, software and related services to Municipality to detect, inventory and analyze the status of assets on and including electrical poles and power distribution and transmission assets; and

WHEREAS, AMP has entered into an agreement (“Vendor Agreement”) with Noteworthy AI Inc. (“Vendor”) for the purchase of Vendor’s Inspect Edge™ high-resolution AI cameras (each, a “Camera”) and for the use of a Software as a Service program Noteworthy Inspect™ Platform (“Software”) which Member may access and review the results of the Services pursuant to an online account (the “Member Dashboard”) in order to provide certain services to AMP members, including the detection, inventory and analysis of electrical poles and power distribution and transmission assets, as detailed in the Description of Services attached hereto and incorporated herein as Exhibit A to provide a comprehensive program that has the advantages to participating AMP members of economies of scale, mitigation of risk from local technology deployment and support, and reduced burden of ongoing support (“Noteworthy AI Program”); and

WHEREAS, AMP has provided the Municipality with a copy of the Vendor Agreement; and

WHEREAS, pursuant to this Schedule to the Master Services Agreement (this “Schedule”), Municipality desires to subscribe to the Software and purchase the Services and/or

Camera(s) (as applicable) selected in Exhibits A and B attached hereto and incorporated herein (the “Services”).

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

Section 1. Services

A. For the Term of this Schedule, AMP agrees to provide to Municipality, and Municipality agrees to take and pay for, the Services set forth in Exhibits A and B, including payment for the Camera(s) if purchasing, attached hereto and incorporated by reference herein.

B. The Services shall be completed in consultation with the Municipality, and the Services shall begin on a mutually agreeable date.

C. AMP’s obligations to provide Services hereunder are contingent upon, and subject to, the delivery to AMP of Services by the Vendor, in accordance with the Vendor Agreement, or AMP’s ability to secure replacement Services in the event of a failure or inability to deliver or default by Vendor.

D. AMP may subcontract the performance of the Services provided under this Schedule without the prior consent of Municipality, provided that AMP shall remain liable for the performance or non-performance of any such Services for which AMP would otherwise be liable.

E. AMP shall, in the event of a failure or inability to deliver or default by Vendor, and whether or not such failure or default leads to termination of the Vendor Agreement, in good faith use its best efforts to substitute for actual delivery replacement Services in a timely and reasonable manner.

F. AMP shall designate in writing an employee of AMP to act as AMP’s representative with respect to its responsibilities and the Services (the “AMP Representative”). The AMP Representative shall have authority to transmit instructions, receive information, and relay AMP’s policies and recommendations with respect to the Services.

G. The AMP Representative shall give prompt written notice to Municipality whenever he or she observes or otherwise becomes aware of any development that affects the scope or time of performance or furnishing of the Services or any defect or nonconformance in the Services, or in the work of any subcontractor pursuant to this Schedule.

H. All Services shall be provided in accordance with all applicable laws, rules,

regulations and codes.

I. AMP assumes no responsibilities of any kind with respect to the operation or maintenance of Municipality's electric system, network, infrastructure or other property owned or used by Municipality.

J. In addition to other terms defined elsewhere in this Schedule, the following terms, as used herein, have the following meanings:

1. "Authorized User" is defined in the Vendor Agreement to mean those uniquely identified individuals who are: (a) employees or contractors of AMP, and (b) who are authorized by AMP to use the Member Dashboard.
2. "Confidential Information" means scientific or business information, trade secrets or know-how, including software and related documentation, marketing, sales, operating, performance, cost, business and technical information, the Software and related documentation, Personal Information, Program Materials, Software-Generated Data, and enrollment and/or marketing processes used by Vendor, in any form, tangible or intangible, which may be disclosed or otherwise made available to Municipality by either AMP or Vendor.
3. "Marks" means trademarks, service marks, logos, trade names and other indicia of origin.
4. "Noteworthy Platform" means Vendor's Noteworthy InspectTM Platform software provided as part of the Services.
5. "Platform Generated Data" means location, condition, attachments, asset information and other data recorded or generated in connection with use of the Noteworthy Platform collected from a Member's electric utility system.

Section 2. Term and Termination

A. This Schedule is entered into and shall become effective as of the last date of the Parties execution of this Schedule (the "Effective Date") and shall remain in effect for a period of one year from the Effective Date (the "Initial Term"). Unless Municipality provides written notice to AMP not later than thirty (30) days prior to the end of the Initial Term, this Schedule will automatically extend for an additional period that is coterminous with the Vendor Agreement, which ends on February 17, 2029 ("Full Term"); provided, however, that Municipality shall

remain obligated to pay to AMP any charges that shall have accrued hereunder and are unpaid as of such expiration date.

B. Either Party may terminate this Schedule for cause upon thirty (30) days' written notice in the event of substantial failure by the other Party to perform in accordance with the terms hereof through no fault of the terminating Party. Notwithstanding the foregoing, this Schedule will not terminate as a result of such substantial failure if the Party receiving such notice begins, within ten (10) days of receipt of such notice, to correct its failure to perform and proceeds diligently to cure such failure within thirty (30) days of receipt thereof; provided however, that if and to the extent such substantial failure cannot be reasonably cured within such thirty (30) day period, and if such Party has diligently attempted to cure the same and thereafter continues diligently to cure the same, the cure period provided for herein shall extend up to, but in no case more than, thirty (30) days after the date of receipt of the notice.

C. AMP may terminate this Schedule for convenience upon thirty (30) days' written notice.

D. Termination of this Schedule shall not relieve Municipality of its obligation to pay any fees set forth in Exhibit B, subject to the terms and conditions thereof.

E. Upon termination of this Schedule for any reason, Municipality shall, and shall ensure that all employees, agents, and contractors of Municipality who are authorized to use the Software, immediately cease using the Software.

Section 3 Compensation

A. AMP shall be compensated for the Services and or Camera(s) (as applicable) in accordance with the fees set forth in Exhibit B.

B. All other provisions and terms for billing and payment for services rendered under this Schedule shall be governed by Section 7 of the Master Services Agreement.

Section 4 License

A. Exclusive of Municipality Marks, which will remain owned by Municipality, As an Authorized User, Vendor shall grant Member, pursuant to the Vendor Agreement, a limited, non-exclusive, non-transferable right and license to access and use the Member Dashboard in conjunction with the Services. With respect to any other Software that is distributed or provided

to Member for use on Member premises or devices, Vendor shall grant Member, pursuant to the Vendor Agreement, a nonexclusive, non-transferable, non-sublicensable license to use such Software during the Term of this Schedule only in connection with the Services. Except as set forth in this license grant, Municipality is not acquiring a copyright, patent, trade secret or other intellectual property or proprietary right in the Noteworthy Platform, Software, or in any data, modifications, customizations, enhancements, changes or work product related thereto.

Section 5. Municipality Responsibilities

A. Municipality shall designate in writing an employee to act as Municipality's representative with respect to its responsibilities and the Services (the "Municipality Representative"). The Municipality Representative shall have complete authority to transmit instructions, receive information, and interpret and define Municipality's policies and decisions with respect to the Services.

B. Municipality shall provide AMP and its subcontractors with access to equipment, personnel and network infrastructure necessary to facilitate AMP's performance of the Services.

C. Municipality shall provide information, comments and approvals as required in a timely manner to AMP when such input is necessary for AMP to perform the Services. The Municipality Representative shall give prompt written notice to AMP whenever he or she observes or otherwise becomes aware of any development that affects the scope or time of performance or furnishing of the Services or any defect or nonconformance in the Services, or in the work of any subcontractor pursuant to this Schedule.

D. Municipality shall use the Cameras for their intended purposes in a timely fashion and return them by the deadlines in good working condition, as applicable.

E. Municipality shall take no action the effect of which would be to prevent, hinder or delay AMP from the timely fulfillment of its obligations under this Schedule or the Master Services Agreement; provided, however, that nothing contained herein shall be construed to prevent or restrict Municipality from asserting any rights which it may have against AMP.

Section 6. Standard of Care, Liabilities and Warranties

A. The standard of care for all Services performed or furnished by AMP under this Schedule will be the care and skill ordinarily used by professionals practicing under similar

conditions at the same time and in the same locality as services performed pursuant to this Schedule. AMP shall not be responsible for the accuracy or completeness of (a) any information captured by the Cameras; (b) reported or supplied either by Municipality or by Vendor to the Municipality or (c) any reports derived from any inaccurate or incomplete information or reported in the Vendor Platform or supplied by Municipality or Vendor pursuant thereto.

B. In connection with the Services, AMP shall use reasonable diligence in assuring the Software provided in connection with the Services sufficiently performs in accordance with applicable industry standards.

C. AMP may prepare training materials related to the mounting and use of the Cameras or use of the Software. Municipality understands and acknowledges that AMP is not liable for the accuracy of the training materials and AMP expressly disclaims any liability related thereto.

D. To the extent permitted, AMP will assign to Municipality all Vendor or other third-party warranties related to the Services as set forth in Exhibit C. If AMP is not permitted to assign such warranties, it will otherwise provide to Municipality the financial benefit thereof. However, AMP does not warrant any specified level of performance with respect to the Services beyond the warranties AMP receives from Vendor and assigns to the Municipality. If the Services fail or are rendered partially or completely inoperable for any reason whatsoever, except to the extent caused by AMP's willful, wanton or intentional acts or omissions or recklessness, AMP shall not be liable for damages caused thereby to Municipality and such events shall not constitute a breach of AMP's obligations under this Schedule. In the case of a material Vendor default, AMP shall promptly exercise its rights under the Vendor Agreement, or otherwise under the law, for the benefit of Municipality, provided that out-of-pocket costs and expenses associated with AMP's exercise of such rights will be at Municipality's expense.

E. Notwithstanding anything in the foregoing, 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. 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. This Section shall survive the voluntary or involuntary termination of the Master Services Agreement, this Schedule, or any extension of either. This Section does not limit or modify in any way Vendor's indemnification obligations found in the Vendor Agreement.

Section 7. Force Majeure

If AMP or Municipality is unable, wholly or in part, by an act of God, civil disobedience, strike, pandemic, epidemic, force majeure or other cause beyond its reasonable control and without its fault or negligence ("Force Majeure"), to carry out its performance obligations under this Schedule, the affected Party shall give to the other Party prompt notice thereof, and such performance period shall be extended to the extent and during such time as the Party is reasonably affected by the Force Majeure. Thereafter, affected Party shall use its reasonable efforts to perform its obligations under this Schedule as quickly as possible.

Section 8. Modification or Amendment

Except to the extent otherwise provided herein, with respect to supplements, amendments and modifications in the appendices, this Schedule shall not be amended, modified or otherwise changed except by written instrument executed and delivered by each Party.

Section 9. Master Services Agreement

All terms and conditions of the Master Services Agreement shall be applicable to this Schedule unless such term or condition is in express conflict with a specific term or condition of this Schedule, in which case the term or condition of this Schedule shall prevail.

[signature page follows]

IN WITNESS WHEREOF, the Parties have executed this Schedule. Each individual executing this Schedule represents and warrants that he/she has the authority to bind the Party through the execution of this Schedule.

_____ OF _____, _____

AMERICAN MUNICIPAL POWER, INC.

By: _____

By: _____

Name: _____

Name: Brannndon Kelley

Title: _____

Title: SVP, CSO

Date: _____

Date: _____

Approved as to Form:

Approved as to Form:

Municipal Legal Advisor

Lisa McAlister
Senior Vice President & General Counsel

Exhibit A - Description of Services

The Services will consist of following:

1. Cameras

Municipality will select from the following Services related to the Cameras.

Mark "X" at Selection	Description	Terms and Conditions
	Rental of Camera(s)	<ul style="list-style-type: none"> • Scheduling of Rental Periods (as defined in Exhibit B) shall be mutually agreed upon by Municipality and AMP's IT Department, subject to availability. • AMP will ship each Camera to the Municipality in an individual Pelican case via carrier selected by AMP. AMP will provide a return shipping label for Municipality to use at the conclusion of Municipality's Rental Period. • Municipality shall return each Camera to AMP only via the approved carrier designated on the return shipping label. • Municipality is liable for any damage to the Camera unless and until it is returned to AMP in the same condition as received by Municipality. • Municipality shall reimburse AMP for all costs and expenses incurred, including complete replacement value, in the event a Camera is damaged or destroyed while in Municipality's possession.
	AMP Personnel or AMP Subcontractor to Utilize Camera(s) for Municipality's data collection	<ul style="list-style-type: none"> • Scheduling of Camera Usage Period (as defined in Exhibit B) shall be mutually agreed upon by Municipality and AMP's IT Department, subject to availability. • If this Service is selected, AMP, or an AMP subcontractor, will utilize an AMP-owned or Subcontractor-owned vehicle, as applicable, to perform the data collection. • If AMP personnel, or AMP's subcontractor, perform the data collection, Municipality must first provide AMP with (i) a customer list or (ii) existing electrical system service area map. This will allow AMP or its subcontractor to determine a route to drive to perform the data collection.

		<ul style="list-style-type: none"> After the data collection is performed, the fees for the number of poles will be subject to reconciliation based on actual numbers of poles, and Municipality will be invoiced or credited, as applicable.
X	Purchase of Camera(s)	<ul style="list-style-type: none"> AMP will ship each Camera to the Municipality in an individual Pelican case via carrier selected by AMP.

2. Software Subscription – Base Use Case: Asset Geolocation and Imagery

A basic subscription to use the Software includes only pole location and pictures gathered during use of the Camera (“Asset Geolocation and Imagery”). Municipality agrees to the Base Software Subscription for the duration of the Term upon execution of this Schedule.

3. Software Subscription – Additional Use Cases

In addition to the Asset Geolocation and Imagery as set forth in Section 2 of this Exhibit A, Municipality may select one or more additional Software capabilities (referred to as “Use Cases”) as set forth below. Only selected Use Cases will apply to this Exhibit A, Description of Services.

Mark “X” at Selection	Use Cases	Description
X	Asset Inventory	<ul style="list-style-type: none"> - Geolocate and capture high resolution imagery for all distribution assets - Inventory more than 15 types of pole-top components - Identify insulator material for cutouts, pin insulators, strain insulators, and lightning arrestors - Identify idle transformers - Identify the presence of animal guards for cutouts and arrestors
X	Asset Inspection	<ul style="list-style-type: none"> - Identify leaning poles and measure degree of lean - Identify transformer corrosion or oil leaks
	Damage Assessment	<ul style="list-style-type: none"> - Pinpoint storm-related damage and flag key issues such as open fuses, bypass switches and ATS devices - Upload results automatically to cloud in real time
	Lighting Audits	<ul style="list-style-type: none"> - Geolocate and capture high-resolution imagery for all lighting assets

		- Classify fixtures by type (cobra head, area lights, post-top acorn, pendant, etc.) - Classify LED vs Non-LED cobra head lights
	Attachment Audits	- Identify double and triple pole attachments

4. Training

- a. AMP will provide to Municipality, the Vendor-prepared training documentation and/or video(s) instructing Municipality on the proper mounting and use of the Cameras and use of the Software.
- b. With respect to any training materials provided to Municipality by AMP related to the Camera(s) or the Software, if applicable, , Municipality understands and acknowledges that AMP is not liable for their accuracy, and AMP disclaims any liability related thereto.
- c. Municipality shall direct all questions or support concerns related to the Cameras or Software to AMP Representative. The AMP Representative for this Agreement shall be: **Joe Morris**; email: **jmorris@amppartners.org**.

5. Reports: In addition to the functionality described in the selected Use Cases, Asset Geolocation and Imagery shall also include the ability of Municipality to download and print pole maps. INCORPORATION OF THE INFORMATION FROM THE SOFTWARE INTO MUNICIPALITY'S OWNED OR HOSTED GIS SYSTEM IS NOT INCLUDED IN THE ANNUAL SOFTWARE SUBSCRIPTION OR ANY OTHER COSTS IDENTIFIED IN THIS SCHEDULE OR THE EXHIBITS THERE TO AND MAY BE UNDERTAKEN ONLY AT MUNICIPALITY'S SOLE COST.:

Exhibit B – Fees

Municipality shall pay the selected fees associated with the Camera Usage Fee, Camera purchase or Contracted Drive Fee (as applicable) as set forth in Table 1, below.

Table 1: Camera Fees

Mark “X” at Selection	Description
_____	<p>Rental of _____ vehicle-mounted Camera at \$350/week per Camera (“Camera Usage Fee”) for the rental period of _____ weeks (“Rental Period”).</p> <ul style="list-style-type: none"> • Municipality may request an extension of the Rental Period from the AMP program manager at the weekly rate quoted above. If AMP is unable to grant such extension and Municipality does not timely return the Camera, Municipality will be charged a weekly overdue fee as set forth herein. • Municipality will be charged the following Fees on an as-incurred basis, as applicable: shipping and insurance. AMP will provide a final reconciliation with actual amounts incurred upon completion of the Services. • Municipality will be subject to a minimum overdue fee of \$700.00 per Camera for each week exceeding the Rental Period. For clarity, if Municipality retains the Camera beyond the agreed-upon Rental Period, even if only for one (1) day into the following week, Municipality shall be charged for a full additional week of overdue fees. No pro-rating of overdue fees will occur for partial-week delays. • For purposes of the Rental Period, a “week” is defined to be five business days beginning on the date that the Camera(s) is received by the Municipality and ending when Municipality deposits the Camera(s) with an approved carrier for return shipping to AMP.
_____	<p>Contracted Drive Fee: If AMP personnel or an AMP contractor performs data collection in the Municipality with the Camera(s) the following fee will apply: \$_____.</p> <ul style="list-style-type: none"> • Municipality will be charged the following Fees on an as-incurred basis, as applicable: labor (including travel, meals, lodging, gas), shipping and insurance. AMP will provide a final reconciliation with actual amounts incurred upon completion of the Services.
X	Municipality to purchase 1 of Cameras at \$18,000/each.
<p>Subtotal – Camera(s): \$ 18,000 Camera Usage Fee: \$0 Contracted Drive Fee: \$0</p>	

- **Annual Software Subscription:** The fees associated with the annual Software Subscription

and Use Cases are set forth in **Table 2**, below. At a minimum, the Software Subscription covers Asset Geolocation and Imagery as a base Use Case. Any additional Software Services selected in Exhibit A(3) are referred to as a separate “Use Case” and are priced according to the number of selections as set forth in **Table 2**, below.

Table 2: Annual Software Subscription Fees

Mark “X” at Selection(s)	Use Case (Add description of Use Case Selected)	Price / Pole	# Poles*	Annual Total
X	Asset Geolocation & Imagery (Base Use Case)	\$1.02 per pole	3,500	\$3,570
X	Selected Use Case #1: Asset Inventory	\$0.26 per pole	3,500	\$910
X	Selected Use Case #2: Asset Inspection	\$0.23 per pole	3,500	\$805
	Selected Use Case #3: _____	\$0.21 per pole		
	Selected Use Case #4: _____	\$0.18 per pole		
	Selected Use Case #5: _____	\$0.16 per pole		
	Selected Use Case #6+: _____	\$0.13 per pole		

- **Total Annual Program Fees:** Municipality will be charged a Total Annual Program Fee that includes costs associated with AMP project management, AMP IT services (**24 hours annually), an administrative fee, contracting, invoice processing, and program development costs. If the total number of poles in Municipality’s service area changes during the term of this Schedule, the Total Annual Program Fee payable by Municipality will be revised to account for the change.

The Total Annual Program Fee is set forth below in **Table 3**:

* If the number of poles identified varies from the number of poles captured by the camera, AMP reserves the right to adjust the pole number and related costs. The pole number must remain the same for every Use Case (i.e., you cannot apply a Use Case to only half of your poles).

** Any AMP IT services needed by Municipality in excess of 24 hours annually will be billed to Municipality at a rate of \$120/hour. AMP will contact Municipality prior to full utilization of the 24-hours annual allotment for AMP IT services.

Table 3: Total Annual Program Fee

Total Annual Program Fee	\$9,041
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- **Total Fees:** The Total Fee from I, II and III are set forth below in **Table 4:**

Table 4: Total Fees

Camera(s); Camera Usage Fee; Contracted Drive Fee, as applicable*	\$18,000
Annual Software Subscription Fee**	\$5,285
Total Annual Program Fee**	\$9,041
Total Fee	\$32,326

**Camera(s), Camera Usage Fee and Contracted Drive Fee are not annual charges and will be quoted at the Municipality's request. The cost to purchase cameras or to contract a driver may change, and will be re-quoted as-needed.*

*** Annual Software Subscription Fee and Total Annual Program Fee are both annual fees which will be charged for the duration of the Term.*

EXHIBIT C

HARDWARE WARRANTY

INSPECT EDGE COMPUTE UNIT:

24 month limited conditional warranty

INSPECT EDGE CAMERA UNIT:

Machine Vision Cameras:
36 month limited warranty

STEREOVISION CAMERA:

12 month limited warranty

The above limited Hardware Warranties are subject to the limitations below:

Does not cover:

- Damage resulting from: misuse, accidental damage, abnormal overloading use, negligence, abuse, revisions, improper setup, illegal repair or revisions, improper testing, over temperature/humidity specification, power surges, power spikes, power loss, natural disasters, or acts of God
- Accessories, software, and second-hand products
- Products with a missing or damaged serial number label

