



**TO: Mayor Stefan C. Densmore; Members of Village Council**

**FROM: Robert T. Butler**

**RE: Legislative Agenda – August 25<sup>th</sup>, 2025**

**DATE: August 21st 2025**

The following legislation is on the agenda for the August 25th meeting of Village Council:

**1. RESOLUTION NO. 2025-22**

**A RESOLUTION AUTHORIZING PURCHASE AND SALES AGREEMENT FOR THE PROPERTY LOCATED AT 6258 GRACELAND AVENUE**

This resolution authorized the Village Administrator to purchase the property located at 6258 Graceland Avenue from the Hamilton County Land Reutilization Corporation

**2. RESOLUTION NO. 2025-23**

**A RESOLUTION RETROACTIVELY AUTHORIZING THE VILLAGE ADMINISTRATOR TO ENTER INTO A CONTRACT WITH INTERSTATE GAS SUPPLY, INC TO PROVIDE NATURAL GAS TO VILLAGE RESIDENTS UNDER THE ENERGY AGGREGATION PROGRAM**

On November 4, 2014, Village residents voted to approve an opt-out energy aggregation program for electricity and gas services to lower energy costs to residents. Attached to this resolution is a Master Services Agreement with Interstate Gas Supply, Inc., the supplier recommended by Energy Alliances, Inc.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Robert T. Butler".

Robert T. Butler,  
Village Solicitor

RTB/lac

Attachments

cc: Eric Pridonoff, Interim Village Fiscal Officer

**RESOLUTION NO. 2025-22**

**A RESOLUTION AUTHORIZING PURCHASE AND SALES AGREEMENT FOR THE  
PROPERTY LOCATED AT 6258 GRACELAND AVENUE**

**WHEREAS**, the Hamilton County Land Reutilization Corporation is the owner of the property located at 6258 Graceland Avenue, Golf Manor, Ohio being Auditor's parcel number 528-0001-0031-00 ("Real Estate"); and

**WHEREAS**, the Village does desire to acquire the real estate as it would be in the best interest of its citizens to so for the purpose of future development or municipal services.

**NOW, THEREFORE, BE IT RESOLVED** by the Council of the Village of Golf Manor, Hamilton County, Ohio, that:

**SECTION I.** The Village Administrator is authorized to execute a Purchase and Sale Agreement with the Hamilton County Land Reutilization Corporation in substantial form as the Purchase and Sale Agreement attached hereto, to acquire the Real Estate at 6258 Graceland Avenue, Golf Manor, Ohio, Auditor's parcel number 528-0001-0031-00 at a Purchase Price of \$1,000.

**SECTION II.** The Village Administrator is authorized to execute such additional documentation as may be necessary to carry out the terms of the Purchase and Sale Agreement, and to apply for and comply with the Community Revitalization Grant.

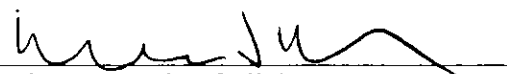
PASSED this 25th day of August, 2025.

\_\_\_\_\_  
Mayor Stefan C. Densmore

ATTEST:

\_\_\_\_\_  
Eric Pridonoff, Clerk of Council

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Robert T. Butler, Solicitor

## **SALE/PURCHASE AGREEMENT**

THIS SALE/PURCHASE AGREEMENT (this "Agreement"), dated as of the date set forth on the attached signature page to this Agreement indicating that all Parties have executed this Agreement ("Effective Date"), is made by and between the **Hamilton County Land Reutilization Corporation**, an Ohio nonprofit community improvement corporation organized and existing under Ohio Revised Code ("R.C.") Chapters 1724 and 1702 ("Seller") and the **Village of Golf Manor**, an Ohio municipal corporation ("Purchaser") (jointly, the "Parties" or individually, a "Party").

### **Background**

1. Purchaser is a political subdivision, or affiliated with a political subdivision, situated in Hamilton County, Ohio.
2. Seller is an Ohio non-profit, community improvement corporation organized pursuant to Ohio Revised Code Chapter 1724 and has been designated as Hamilton County's agent for the reclamation, rehabilitation, and reutilization of vacant, abandoned, tax-foreclosed, and other real property within Hamilton County.
3. Purchaser wishes to purchase the Property (defined herein) from Seller.
4. Seller wishes to sell the Property to Purchaser.

Therefore, the Parties agree as follows:

**1. Agreement to Purchase and Sell.** The Seller shall sell to Purchaser and Purchaser shall purchase from Seller, for the purchase price and on the terms and conditions set forth in this Agreement, certain real estate located at **6258 Graceland Avenue, OH 45237** and known as Hamilton County Parcel No. **528-0001-0031-00** (the "Property").

**2. Representation and Warranties.** Purchaser represents and warrants to the following:

- 2.1 Purchaser has the ability and intent to maintain the Property free of all nuisance conditions for the duration of ownership.
- 2.2 Purchaser has complied with all applicable law in regard to the transaction contemplated by this Agreement, including attaining any authorization required under controlling law. Further, Purchaser represents that to the best of its knowledge the execution of this Agreement will not violate any other agreement to which Purchaser is bound.
- 2.3 Purchaser is acquiring the Property to further a public purpose and not for the purpose of conferring a private benefit on a particular private party.

**3. Purchase Price.** The purchase price for the Property shall be **\$1,000.00** (the "Purchase Price"), adjusted in accordance to the terms of this Agreement, paid in cash or certified funds by Purchaser at the closing. All checks shall be made payable to the Hamilton County Land Reutilization Corporation.

**4. Inspection.** Purchaser may inspect the Property **within 30 days after the Effective Date** ("Inspection Period") at Purchaser's sole cost. Seller agrees that Purchaser may take all reasonable

steps necessary to gain adequate access to the Property, and Seller shall, upon request of Purchaser, make reasonable efforts to assist Purchaser in gaining access to the Property. Purchaser may not alter or otherwise affect the condition of the Property during such inspection(s). Purchaser, upon written notice via e-mail to Seller given within the Inspection Period, may terminate this Agreement if, upon inspection, Purchaser is unsatisfied with the condition of the Property. However, if Purchaser does not give notice to Seller within the Inspection Period, then Purchaser waives this contingency and shall be obligated to close on the Property.

**5. Closing Date.** Upon payment by Purchaser of the Purchase Price, Seller agrees to deliver to Purchaser a quit-claim deed to the Property (the "Deed"). The Parties agree to payment and delivery of the Deed on or before the **date that is 60 days from and after the Effective Date** (the "Closing Date"). The Closing Date may be extended by mutual agreement of the Parties. Purchaser and Seller agree that time is of the essence.

**6. Closing, Conveyance, and Recording of Deed.** Within seven days of the Closing Date, Purchaser shall transfer the Property into Purchaser's name, record the deed for the Property, pay any associated fees or expenses, and take possession of the Property. If the Parties elect to use a vendor offering closing services, then Purchaser shall pay all associated closing costs.

**7. Property Taxes.** Purchaser assumes responsibility for payment of all property tax bills due after the Closing Date on the Property. For as long as Purchaser owns or maintains control of the Property, Purchaser shall pay all property taxes and special assessments that become due in a timely manner.

**8. Condition of Title.** Purchaser acknowledges that the Property may have title defects or other conditions impacting the marketability of title and that Purchaser is accepting the Property via a quit-claim deed, without representation or warranty from Seller as to the condition of title, and in an as-is condition. As of the last day of the Inspection Period, Purchaser has completed Purchaser's own diligence and investigation of the condition of title and is satisfied with the results of such diligence and investigations. Purchaser agrees Seller shall not be responsible for any claims arising from title defects. Purchaser shall make no objection to the condition of title after the Inspection Period, and Seller shall not be required to cure any title defect up to and after the Inspection Period has ended.

**9. Possession.** Purchaser shall not take possession or begin work, in any form, to the Property prior to the Closing Date, unless authorized in writing by Seller.

**10. "AS IS" Condition.** Purchaser agrees to purchase the Property "AS IS" and "WHERE IS" in its present condition without reliance on any warranties or representations of Seller and agrees to accept all risk of defects with the Property. The Property's "as is" condition may include both patent and latent defects.

**11. Hazards.** Purchaser shall be solely responsible for any and all claims, losses, actions or liabilities arising out of or associated with Purchaser's presence or work on the Property. Neither Seller, nor any of its agents and employees, makes any representations whatsoever regarding the existence of any potential hazards, environmental or other, on the Property. Purchaser accepts any risk, during inspection or otherwise, and waives any claims or liability against Seller for any harmful effects from potential hazards.

**12. Personal Property.** If personal property is left on or about the Property, Seller makes no warranty, expressed or implied, as to its condition or title. Purchaser acknowledges that any items of personal property are not included in the sale.

**13. Compliance with Applicable Law.** This Agreement does not act as an exemption from any federal, state, or local law. Purchaser shall comply with all applicable laws during Purchaser's ownership of the Property.

**14. Termination by Seller before Closing Date.** If at any time before the Closing Date Purchaser breaches this Agreement or Seller becomes aware that Purchaser does not have the ability or intent to fulfill the terms of this Agreement or has made a misrepresentation to Seller, then Seller may terminate the Agreement. The termination is effective immediately upon written notice via e-mail to Purchaser.

**15. General Provisions.**

**15.1 Notices.** Any notice to be given under this Agreement shall be in writing, which shall include electronic mail, shall be addressed to the party to be notified at the address or e-mail address set forth below or at such other address as each party may designate for itself from time to time by notice hereunder, and shall be deemed to have been given upon the earliest of (i) three days following deposit in the U.S. Mail, with proper postage prepaid, certified or registered, with return receipt requested, or (ii) the next business day after delivery to a regularly scheduled overnight delivery carrier with delivery fees either prepaid or an arrangement, satisfactory with such carrier, made for the payment of such fees, or (iii) receipt of notice given by email or personal delivery:

If to Purchaser:           Village of Golf Manor  
Attn: Ron Hirth  
6450 Wiehe Road, Cincinnati, OH 45237  
Email: r.hirth@golfmanoroh.gov  
Phone: 513-531-7418

If to Seller:               Hamilton County Land Reutilization Corporation  
3 East 4<sup>th</sup> Street, Suite 300, Cincinnati, OH 45202  
Attn: Kelley Allesee  
Email: kallesee@cincinnatiport.org  
Phone: 513-632-3769

**15.2 Governing Law and Venue.** This Agreement is governed under Ohio law, and any claim arising from this Agreement shall be brought in the appropriate Hamilton County, Ohio Court.

**15.3 Assignment and Delegation.** The Purchaser may not assign any rights or delegate any performance under this Agreement without the prior written consent of Seller. Any prohibited assignment shall be void. Seller may assign any rights or delegate any obligations under the Agreement.

**15.4 Successors and Assigns.** This Agreement binds and benefits the Parties and their respective permitted successors or assigns.

**15.5 Risk of loss.** Risk of loss shall remain on Seller until the earlier of the Closing Date or Purchaser's possession.

**15.6 Severability.** If any provision of this Agreement is illegal or unenforceable, the other provisions of this Agreement remain in effect. The unenforceable provision shall be revised to reflect the original intent of the Parties to the maximum extent permitted by law.

**15.7 Entire Agreement.** This Agreement contains the complete and final understanding of the Parties and supersedes all other previous agreements between the Parties.

**15.8 No Merger.** This Agreement shall not be merged into the deed for the Property and will survive the delivery of that deed.

**15.9 Amendment.** Any amendments made to the terms contained within this Agreement must be in writing and executed by both the Parties.

**15.10 Counterparts.** This Agreement may be executed in counterparts, each shall be regarded as an original and all of which shall constitute but one and the same Agreement.

**15.11 Affidavit of Title.** Seller may, in its own discretion, record an affidavit of title with the Recorder of Hamilton County, Ohio stating Purchaser's contractual obligations under the Agreement.

**15.12 Evidence of Value in Board of Revisions.** Since this transaction includes non-monetary consideration to Seller, Purchaser shall not use the Purchase Price as evidence of the Property's fair market value to contest the Property's value in front of the Hamilton County Board of Revisions.

**15.13 Lead-Based Paint Disclosure.** N/A.

**15.14 Evidence of Authority.** If Purchaser's signatory of this Agreement is not accepting title in an individual capacity, upon request of Seller, Purchaser shall provide to Seller, prior to the Closing Date, adequate evidence that Purchaser is acting with proper authority to complete the transaction contemplated by this Agreement.

**15.15 OFAC Compliance.** Purchaser and Seller represent and warrant to one another that neither is a party with whom the other is prohibited from doing business pursuant to the regulations of the Office of Foreign Assets Control ("OFAC") of the U.S. Department of the Treasury, including those parties named on OFAC's Specially Designated Nationals and Blocked Persons List. Seller and Purchaser are currently in compliance with, and shall at all times remain in compliance with, the regulations of OFAC and any other governmental requirement relating thereto.

**15.16 Waiver.** The Parties agree that the failure by either Party to enforce any term or provision of this Agreement against the other shall not be deemed a waiver of the Party's right to enforce such term or provision against the other Party.

**Signature Page to Follow**

Intending to be legally bound, the Parties have entered into this Agreement as of the Effective Date.

**SELLER:**

**Hamilton County Land Reutilization Corporation**

By: Port of Greater Cincinnati Development Authority  
Its: Management Company

By: \_\_\_\_\_  
Philip Denning, Executive Vice President

Date: \_\_\_\_\_

**PURCHASER:**

**Village of Golf Manor**

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

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

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

Date: \_\_\_\_\_

**RESOLUTION NO. 2025-23**

**RESOLUTION RETROACTIVELY AUTHORIZING THE VILLAGE  
ADMINISTRATOR TO ENTER INTO A CONTRACT WITH INTERSTATE GAS  
SUPPLY, INC TO PROVIDE NATURAL GAS TO VILLAGE RESIDENTS UNDER THE  
ENERGY AGGREGATION PROGRAM**

**WHEREAS**, on November 4, 2014 Village residents voted to approve an opt-out energy aggregation program for electricity and gas services to lower energy costs to residents;

**WHEREAS**, the Village's consultant, Energy Alliances, helped negotiate a proposed contract with gas supplier Interstate Gas Supply, Inc. ("IGS") in the form of a "Master Services Agreement;"

**WHEREAS**, IGS has been certified by the PUCO as a Competitive Retail Natural Gas Services ("CRNGS") supplier to sell competitive retail gas service to customers in the State of Ohio utilizing existing transmission and distribution systems;

**WHEREAS**, Council has determined that the proposal of IGS best meets the needs of the Village has selected IGS as the preferred supplier of gas to Village residents under the aggregation program;

**WHEREAS**, Council determines it is in the best interest of the Village and its residents to approve the Master Services Agreement and proceed with the aggregation program;

**NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE VILLAGE  
OF GOLF MANOR, STATE OF OHIO**

**SECTION 1**

That the Village Administrator's actions in executing the attached contract on behalf of the Village with IGS as attached is hereby affirmed.

**SECTION 2 :**

This Resolution shall take effect and be in force from and after the earliest period allowed by law.

Passed this 25<sup>th</sup> day of August, 2015

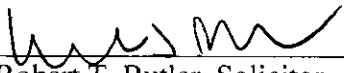
\_\_\_\_\_  
Mayor Stefan C. Densmore

ATTEST:

\_\_\_\_\_  
Eric Pridonoff, Clerk of Council



APPROVED AS TO FORM:

  
Robert T. Butler, Solicitor

# **MASTER AGREEMENT TO PROVIDE COMPETITIVE RETAIL NATURAL GAS SERVICE TO A GOVERNMENTAL AGGREGATOR**

## **BY AND BETWEEN THE VILLAGE OF GOLF MANOR AND INTERSTATE GAS SUPPLY, LLC**

THIS AGREEMENT is made this 31 day of July, 2025 by and between the Village of GOLF MANOR, Ohio ("Aggregator") and Interstate Gas Supply, LLC ("Supplier" or "IGS"), individually "Party" and collectively "Parties", both acting by and through properly authorized officials.

### **RECITALS**

1. The Aggregator has enacted legislation to establish an "opt-out" natural gas aggregation program (the "Natural Gas Aggregation Program" or the "Program") pursuant to Ohio Revised Code (ORC) Section 4929.26, for the residents and certain businesses in the Buying Group, defined below, and for that purpose, to take greater control over natural gas supply purchasing decisions for the Aggregator and its qualifying residents and businesses, with the desire to take advantage of the collective purchasing power of the Aggregator for benefit of the Buying Group.
2. The required ballot question passed on November 4, 2014 by a sufficient margin, enacting the Program for the Aggregator and its qualifying residents, for an automatic aggregation program. Automatic aggregation, subject to the opt-out process as detailed in the Ohio Revised and Administrative Codes, will include members of the Buying Group who are currently supplied by Duke Energy Ohio ("Utility" or "LDC") In addition, it is the desire of the Aggregator for currently ineligible customers to enroll through an endorsement program from time to time as agreed to by Supplier in Supplier's sole discretion. The enacted legislation authorizes the Aggregator, or its designated representative, to direct the procurement of natural gas supply with a certified competitive retail natural gas supplier through the Program.
3. The Aggregator is certified with the Public Utilities Commission of Ohio ("PUCO") as a Governmental Aggregator. The Aggregator has also retained the consulting services of a PUCO certified natural gas broker and aggregator to assist in managing this Program (the "Consultant" as referenced in Section 11.7(B), which may be amended from time to time upon receipt of written notice by IGS).
4. Subsequent to community approval of the Program, Aggregator sought proposals for the supply of retail natural gas service to the members of its Governmental Aggregation Program.
5. IGS has been certified by the PUCO as a Competitive Retail Natural Gas Services ("CRNGS") supplier.
6. The Aggregator has determined that IGS best meets the needs of the Aggregator and its residents and has selected Interstate Gas Supply, LLC as the exclusive supplier of natural gas to the Aggregator Program for an initial period beginning with the commencement of the Program through the October 2026 customer billing cycle, which includes an opportunity for IGS to continue beyond said period, as further detailed herein.
7. The Buying Group consists of approximately 1800 residential and non-mercantile commercial

natural gas accounts. The "Buying Group" shall consist of all retail natural gas loads, except mercantile customers as defined in ORC Section 4929.01(L), that are located within the Aggregator and for which there is a choice of supplier of that service.

8. Supplier is familiar with government aggregations and has relayed to Aggregator that there are significant time constraints and limitations inherent with the opt-out process, and as such, from time to time it will be necessary to move quickly to secure the best prices for the Aggregator's Buying Group.

NOW THEREFORE, in consideration of the mutual promises, covenants, conditions and terms to be kept and performed and the aforementioned recitals, which are incorporated herein by reference, the Parties agree as follows:

## **SECTION 1            GENERAL PROVISIONS**

### **1.1    Governmental Aggregator**

Aggregator is duly certified by the Public Utilities Commission of Ohio ("PUCO") to provide natural gas aggregation services to its residents and accordingly, has the authority to designate, and does designate, Supplier, as its natural gas supplier and agent for procurement of natural gas supplies for Aggregator's Buying Group. The Aggregator shall maintain its certification at all times through the term of this Agreement and any extension(s). IGS shall be the sole and exclusive provider of retail natural gas supply services for all the customers of the Buying Group who do not opt-out of the Program.

Aggregator does not assume the credit risk for any non-payment on behalf of any Buying Group member in its Aggregation Program.

### **1.2    Supplier**

Supplier is duly certified by the PUCO, and as such is authorized to provide competitive retail natural gas supply services to serve the Aggregator's residential and non-mercantile commercial customers who do not opt out of its Program.

Supplier shall be acting as an independent contractor to the Aggregator, and shall not be deemed an employee or representative of the Aggregator.

### **1.3    Consumer**

The end users of Supplier's natural gas supply services are the eligible residential and non-mercantile commercial customers in Aggregator's political boundaries that do not opt-out of the program ("Consumer" or "Customer"). On behalf of Consumer, Aggregator reserves the right to approve Supplier's Terms and Conditions for Supplier's agreement with the Consumer.

### **1.4    Utility**

For purposes of this Agreement, Dominion East Ohio ("LDC") shall be the natural gas distribution company and will provide local distribution services for all commodity supplied under this Agreement, and may be referred to as "LDC", "LDC" or "Utility".

## **SECTION 2            SCOPE OF WORK**

Supplier will undertake, perform and complete the services described below as well as those identified throughout this Agreement.

2.1     Supplier is responsible for the costs of obtaining the eligible customer list from the LDC and/or from any other resource they deem useful in creation of an accurate eligible customer list. Aggregator will share their resources to help mitigate the cost of assembling and verifying this list and will request the eligible customer list from LDC. It is the joint responsibility of the Aggregator and Supplier to approve the list to be used in any opt-out or endorsement program for the Aggregator. Upon notification and request to Supplier by a Customer who was eligible at the time of the initial opt-out notification and who remains eligible, Supplier shall enroll any such Customer wishing to join the Program. If an ineligible Customer receives an opt-out notice and is enrolled in the Program, upon knowledge of or notice to Supplier, Supplier shall take immediate steps to return Customer to LDC for service. Supplier will also be responsible to reimburse any switching fee and negative differential charges resulting from the improper switch, if notified by a Customer with a legitimate grievance.

2.2     Supplier shall perform and Aggregator will assist in the necessary list cleansing to ensure that only those customers who are eligible to participate are included on the list, to the best of their abilities. Supplier and Aggregator acknowledge that the list acquired from the Utility is represented by the Utility to be a list properly cleansed to include only those Customers that are eligible for the Government Aggregation as described in Ohio Administrative Code (OAC) Section 4901:1-29-13(C). To the extent the Utility fails to provide such a list, the Parties hereto shall hold each other harmless from any claim by the other resulting from such failure by the Utility.

2.3     Supplier shall print and mail opt-out notice packets to Customers that appear on the cleansed list. The packet shall contain an opt-out notice scripted by the Aggregator, a Terms and Conditions page outlining Consumer contract provisions, scripted by Supplier and approved by Aggregator, and may also include other information as agreed upon by Aggregator and Supplier. Supplier shall bear the costs associated with preparing, printing and mailing the opt-out notice packets.

2.4     Supplier shall receive and organize the opt-out responses and prepare a final listing of those Customers to be enrolled in the program. Supplier will also handle the information sharing/verification process with LDC for the transfer of accounts.

2.5     Supplier will utilize its customer call center resources to handle customer calls and concerns. Supplier maintains a toll-free telephone number that will be provided in all written correspondences with Customers, as well as the IGS website, that can be used by Customers to answer frequently asked questions. IGS understands that Aggregator is not equipped to handle large volumes of Customer calls and will be dependent on Supplier for this function. Aggregator will remain available to answer questions regarding customer inquiries as needed by IGS.

2.6     Once the timing is finalized between the Aggregator and IGS, IGS will conduct an initial opt-out and, thereafter, may also conduct subsequent opt-outs at various times, but no less often than once every two years, throughout the remaining term of this Agreement or any renewal thereof, as agreed upon by Supplier and Aggregator ("Interim Opt-outs"). The purpose of the Interim Opt-outs is to provide an opportunity for newly eligible opt-out Customers to take advantage of the Program. Such Interim Opt-outs will occur at times mutually agreed upon by Aggregator and Supplier. All opt-out notices will be conducted in the same manner as the initial opt-out, except for any price notifications

may be provided in an expedited fashion, as long as a full opt-out notice has been provided within the term of this Agreement.

2.7 Notwithstanding anything to the contrary herein, IGS agrees that, upon notification by former customer of the Buying Group and once provided with appropriate documentation, IGS shall re-enroll any Customer who is in the Program that moves to a new location within the Aggregator and within the LDC's service territory back into the Program, if eligible. Appropriate documentation shall include a signed agreement, telephone verification of enrollment or internet enrollment into the Program. The price, terms and conditions, once re-enrolled shall continue for the remainder of the Customer's initial term at the customer's prior address, although in no event shall the term exceed the term of this Agreement. Any new residential or non-mercantile commercial entrant into the Aggregator, within the LDC service territory that moves into any facility existing at the time of execution of this Agreement, shall be enrolled in the Program in IGS' sole discretion. Newly constructed facilities that are eligible will be permitted to enroll in the Program during Interim Opt-out notifications, and may, in IGS' sole discretion, be permitted to enroll in the Program from time to time.

2.8 If the LDC charges a switching fee for all Customers choosing a new supplier under the Choice program, IGS agrees to pay this fee.

2.9 Supplier's arrangements regarding natural gas supply shall comply with the LDC Natural Gas Choice Program in the state of Ohio. IGS will supply and manage deliveries to meet 100 percent of the Buying Group's natural gas requirements. Pricing shall not include LDC charges, fees and expenses or taxes.

2.10 In the event the Public Utility Commission of Ohio ("PUCO") requires information or documents regarding the Aggregation, Supplier agrees to assist in compiling such information, for all information in the possession or control of Supplier.

### **SECTION 3 TIME OF PERFORMANCE AND TERM OF AGREEMENT**

3.1 Supplier shall begin the flow of natural gas to participating Consumers at a mutually agreed upon time, after proper opt-out notifications are provided by IGS to eligible Customers. This Agreement and IGS' obligations under the Program shall begin with the commencement of the Program shall terminate after the October 2026 customer billing cycle ("Initial Term"), unless extended by mutual written agreement of both Aggregator and Supplier.

3.2 In the event of termination of this Agreement, should the Program continue with another supplier, IGS shall cooperate with Aggregator and new supplier to ensure a seamless transition of the Program in a timely manner. This would include providing a list of Customers, who per IGS' records are participating in the Program at the time such Aggregator request is made.

3.3 Should this Agreement terminate and a new supplier is not chosen, IGS will take all actions reasonably necessary to return any opt-out Program Customers to the LDC upon expiration of the Program term, as elsewhere defined herein.

### **SECTION 4 SALE AND PURCHASE**

4.1 Supplier shall deliver and sell natural gas supply to Customers at the price or pricing structure agreed to under Section 5 of this Agreement. Such supplies shall follow LDC and PUCO rules and

guidelines associated with Customer Choice natural gas supply. Customers shall purchase natural gas supply as indicated at the Price set forth in this Agreement. Supplier shall invoice Customers through LDC. All payments for natural gas delivered under this Agreement shall come from LDC. Aggregator takes no responsibility for payment hereunder for any amounts owed by LDC or Customers to Supplier.

4.2 Aggregator acknowledges that a Buying Group member's cost of natural gas pursuant to this Agreement may change from time to time and that certain Buying Group members may prefer pricing structures other than that described herein. Notwithstanding the provisions of Exhibit A, Supplier, in its sole discretion, may from time to time and independent of the Program, offer to Buying Group members products based on other pricing options, including but not limited to fixed price/fixed term offers.

## **SECTION 5 PRICE**

5.1 Supplier's monthly charges shall appear on the LDC invoice and shall be for all natural gas supplied to Buying Group members. The price of natural gas supply pursuant to this Agreement is described in Exhibit A, attached hereto and incorporated herein by reference.

## **SECTION 6 DELIVERIES**

6.1 Natural gas supply deliveries by Supplier pursuant to this Agreement shall be made to the LDC Aggregator Gate ("Point of Delivery"). The sources of supply and transmission shall be within Supplier's sole discretion.

## **SECTION 7 BILLING AND PAYMENT**

Supplier shall delegate the billing obligations to LDC.

## **SECTION 8 NON-PERFORMANCE/TERMINATION**

### **8.1 Non-Performance**

If Supplier fails to meet its obligations to deliver natural gas under this Agreement, and its failure is not excused by any provision under this Agreement, then Supplier shall reimburse Customer for the difference between Supplier's Price as defined in Section 5.1 of this Agreement and the price that customer pays the LDC for replacement natural gas supply as necessary to meet Customers' needs due to Supplier's failure to perform.

### **8.2 Termination**

A party may terminate this Agreement prior to its natural expiration for a material breach of any of the terms contained herein, or in accordance with the following regulatory contingencies ("Regulatory Event"):

A. **Illegality.** If, due to the adoption of, or change in, any applicable law, or in the interpretation of any applicable law by any judicial or governmental authority, it becomes unlawful to perform any obligation under this Agreement or its Attachments.

B. **Adverse Government Action.** If any regulatory agency or court having jurisdiction over this Master Agreement or services rendered pursuant to this Agreement i) requires a material

change to the terms of the Master Agreement that materially, adversely affects a Party, or ii) adversely and materially impacts a Party's ability to perform or otherwise provide the services described herein.

Upon the occurrence of a Regulatory Event, the adversely affected Party shall notify the other Party that such an event has occurred. The Parties shall attempt to agree to an amendment to remedy the effects of the event. If no such agreement is reached then either party may terminate this Agreement by 30-day written notice and Supplier will take all actions necessary to return all Program Customers back to LDC and will send all Customers in Aggregator's program an end-of-service notification.

## **SECTION 9 FORCE MAJEURE**

9.1 Force Majeure shall include, but not be limited to, the following: (i) physical events such as acts of God, landslides, lightning, earthquakes, fires, storms or storm warnings, such as hurricanes, which result in evacuation of the affected area, floods, washouts, explosions, breakage or accident or necessity of repairs to machinery or equipment or lines of pipe; (ii) weather related events affecting an entire geographic region, such as low temperatures which cause freezing or failure of wells or lines of pipe; (iii) interruption and/or curtailment of primary Firm transportation and/or storage by Transporters where such interruption and/or curtailment directly affects gas deliveries under this Agreement; (iv) acts of others such as strikes, lockouts or other industrial disturbances, riots, sabotage, insurrections, terrorist acts or wars; and (v) governmental actions such as necessity for compliance with any court order, law, statute, ordinance, regulation, or policy having the effect of law promulgated by a governmental authority having jurisdiction. Supplier and Aggregator shall make reasonable efforts to avoid the adverse impacts of a Force Majeure and to resolve the event or occurrence once it has occurred in order to resume performance.

9.2 Neither party shall be entitled to the benefit of the provisions of Force Majeure to the extent performance is affected by any or all of the following circumstances: (i) the party claiming excuse failed to remedy the condition and to resume the performance of such covenants or obligations with reasonable dispatch; or (ii) economic hardship, to include, without limitation, Supplier's ability to sell natural gas at a higher or more advantageous price than the Contract Price, Aggregator's ability to purchase natural gas at a lower or more advantageous price than the Contract Price, or a regulatory agency disallowing, in whole or in part, the pass through of costs resulting from this Agreement.

The party whose performance is prevented by Force Majeure must provide notice to the other party. Initial notice may be given orally; however, written notice with reasonably full particulars of the event or occurrence is required as soon as reasonably possible. The claiming Party shall exercise due diligence to remove the inability to perform as soon as reasonably possible, if possible. Upon providing written notice of Force Majeure to the other party, the affected party will be relieved of its obligation, from the onset of the Force Majeure event, to make or accept delivery of natural gas, as applicable, to the extent and for the duration of Force Majeure, and neither party shall be deemed to have failed in such obligations to the other during such occurrence or event.

## **SECTION 10 APPLICABLE LAW**

10.1 This Agreement and all provisions herein will be interpreted under Ohio laws. Any and all litigation between Supplier and Aggregator related to this Agreement shall be brought in either a state or federal court located within the State of Ohio.

## **SECTION 11 MISCELLANEOUS**

11.1 If any provision in this Agreement is determined to be invalid, void or unenforceable by any court having jurisdiction, such determination shall not invalidate, void, or make unenforceable any other provision, agreement or covenant of this Agreement.

11.2 No waiver of any breach of this Agreement shall be held to be a waiver of any other or subsequent breach.

11.3 This Agreement sets forth all understandings between the Parties respecting each transaction subject hereto, and any prior agreements, understandings and representations, whether oral or written, relating to such transactions are merged into and superseded by this Agreement and any effective transaction(s). This Agreement may be amended only in writing, executed by both Parties.

11.4 Aggregator and Supplier each represent and warrant that they have full and complete authority to enter into and perform this Agreement. Each person who executes this Agreement on behalf of either party represents and warrants that it has full and complete authority to do so and that such party will be bound thereby.

11.5 Neither party may assign or transfer rights and obligations under this Agreement without the written consent of the other party. Such consent may not be unreasonably withheld. Notwithstanding the foregoing, Supplier may assign this Agreement in connection with the sale of all or substantially all of Supplier's assets. If this occurs, Supplier shall provide Aggregator with five (5) business day's notice.

11.6 Other than those communications described in Section 2.3 herein, all planned communications disseminated to the public by either Party, including but not necessarily limited to press releases, shall be subject to review and approval by the other Party prior to such dissemination.

11.7 Any notices, requests or demands regarding the services provided under this Agreement shall be sent to the following Parties:

A. AGGREGATOR: Eric Pridonoff, Interim Administrator  
6450 Wiehe Rd  
Golf Manor, OH 45237  
Ph: 513-531-7491  
Email: e.pridonoff@golfmanoroh.gov

B. CONSULTANT: Rich Surace, Chief Operating Officer  
Energy Alliances, Inc.  
8469 Blue Ash Road  
Cincinnati, Ohio 45236  
Ph: 513-745-1424  
Email: rsurace@energyalliances.com



C. SUPPLIER: Yoni Zofan  
Interstate Gas Supply, LLC  
6100 Emerald Parkway  
Columbus, Ohio 43016  
Ph: 614-659-5000  
Fax: 614-659-5125  
Email: yoni.zofan@igs.com

IN WITNESS WHEREOF, AGGREGATOR AND SUPPLIER have caused this Agreement to be executed as of the date first mentioned above.

Supplier: Interstate Gas Supply, LLC

Signed by:  
By: Yoni Zofan  
09841148C220412  
Name/Title: Yoni Zofan, VP Sales Optimization

Aggregator: Village of Golf Manor

By: Eric Pridonoff  
Eric Pridonoff (Jul 31, 2025 14:24:04 EDT)  
Name/Title: Eric Pridonoff, Interim Administrator

# EXHIBIT A

## Price:

For Duke Energy Ohio customers, Supplier's monthly charges shall appear on the LDC invoice and shall be for all natural gas supplied at a price of \$0.533 per CCF beginning with the November 2025 LDC billing period and ending with the October 2026 LDC billing period.






# Golf Manor - IGS - Natural Gas Aggregation - Oct 2025 to Oct 2026

Final Audit Report

2025-07-31

Created:	2025-07-31
By:	Rich Surace (RSurace@energyalliances.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAeerBBPXNBm3tRMWgJyJfaHTgQ6jYMM0f

## "Golf Manor - IGS - Natural Gas Aggregation - Oct 2025 to Oct 2026" History

-  Document created by Rich Surace (RSurace@energyalliances.com)  
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-  Document emailed to Eric Pridonoff (e.pridonoff@golfmanoroh.gov) for signature  
 2025-07-31 - 4:51:20 PM GMT
-  Email viewed by Eric Pridonoff (e.pridonoff@golfmanoroh.gov)  
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-  Document e-signed by Eric Pridonoff (e.pridonoff@golfmanoroh.gov)  
 Signature Date: 2025-07-31 - 6:24:04 PM GMT - Time Source: server- IP address: 66.161.211.247
-  Agreement completed.  
 2025-07-31 - 6:24:04 PM GMT