



Waller Lansden Dortch & Davis, LLP
511 Union Street, Suite 2700 615.244.6380 main
P.O. Box 198966 615.244.6804 fax
Nashville, TN 37219-8966 wallerlaw.com

Paul S. Davidson
615.850.8942 direct
paul.davidson@wallerlaw.com

Electronically Filed in TPUC Docket Room on September 23 2020 at 11:05 a.m.

September 23, 2020

Via Email and U. S. Mail

Executive Director Earl Taylor
c/o Ectory Lawless
Tennessee Public Utility Commission
502 Deaderick Street, Fourth Floor
Nashville, Tennessee 37243

**Re: Petition of Piedmont Natural Gas Company, Inc. for Approval of
Negotiated Gas Redelivery Agreement with Bridgestone/Firestone:
Docket No. 10-00015**

Dear Mr. Taylor:

Enclosed please find an original and five (5) copies of Piedmont Natural Gas Company, Inc.'s ("Piedmont") Notification of Automatic One-Year Extension of Bridgestone Negotiated Gas Redelivery Agreement.

This material is also being filed today by way of email to the Tennessee Public Utility Commission docket manager, Ectory Lawless. Please file the original of each and provide us a "filed" stamped copy via email to my assistant Denise Guye, at denise.guye@wallerlaw.com.

Should you have any questions concerning this matter, please do not hesitate to contact me at the email address or telephone number listed above.

Very truly yours,

Paul S. Davidson

PSD:cdg

Enclosure

cc: Bruce Barkley
Pia Powers
James H. Jeffries IV

**BEFORE THE TENNESSEE PUBLIC UTILITY COMMISSION
NASHVILLE, TENNESSEE**

IN RE:)
)
APPLICATION OF PIEDMONT NATURAL GAS)
COMPANY, INC. FOR APPROVAL OF) Docket No. 10-00015
NEGOTIATED GAS REDELIVERY AGREEMENT)
WITH BRIDGESTONE/FIRESTONE)

**NOTIFICATION OF AUTOMATIC ONE YEAR EXTENSION OF BRIDGESTONE
NEGOTIATED GAS REDELIVERY AGREEMENT**

Piedmont Natural Gas Company, Inc. (“Piedmont” or the “Company”), through counsel and pursuant to the October 28, 2010 *Order Granting Approval of Special Contract* (“Order”) of the Tennessee Regulatory Authority (“Authority”), hereby provides notice to the Tennessee Public Utility Commission (“Commission”) of the automatic one year extension of the negotiated Gas Redelivery Agreement between Piedmont and Bridgestone Americas Tire Operations, LLC (“Bridgestone”). By way of background, Piedmont states as follows:

1. It is respectfully requested that any notices or other communications with respect to this Notification be sent to:

Paul S. Davidson
Waller Landsden Dortch & Davis, LLP
511 Union Street, Suite 2700
Nashville, TN 37219
Telephone: 615-244-6380

and

James H. Jeffries IV
McGuireWoods LLP
201 North Tryon Street, Suite 3000
Charlotte, NC 28202
Telephone: 704-343-2348

2. Piedmont is a subsidiary of Duke Energy Corporation and is engaged in the business of transporting, distributing and selling natural gas in the states of Tennessee, North Carolina, and South

Carolina. Piedmont is a public utility under the laws of this State, and its public utility operations in Tennessee are subject to the jurisdiction of the Commission.

3. Piedmont's natural gas distribution business is subject to regulation and supervision by the Commission pursuant to Chapter 4 of Title 65 of the Tennessee Code Annotated.

4. Piedmont is engaged in the business of furnishing natural gas to customers located in Nashville and the remainder of Davidson County as well as portions of the adjoining counties of Cheatham, Dickson, Robertson, Rutherford, Sumner, Trousdale, Williamson, and Wilson and in certain incorporated towns and cities located therein.

5. By Order issued on January 22, 1999 in Docket No. 98-00339, the Tennessee Regulatory Authority ("TRA" or the "Authority") approved the provision of natural gas service by Piedmont to Bridgestone pursuant to a Gas Redelivery Agreement. This agreement permitted Bridgestone to acquire third-party gas supplies, transport or cause to have transported said supplies through interstate pipeline facilities to Piedmont's interconnection with Tennessee Gas Pipeline Company at meter station No. 2-0312 or Piedmont's interconnection with Columbia Gulf Transmission, and have Piedmont redeliver such supplies through its natural gas distribution system to Bridgestone's LaVergne, Tennessee manufacturing plant. The underlying justification for approval of this agreement was the threat of bypass, a condition that persists in the ongoing provision of service to Bridgestone.

6. By Order issued on April 4, 2003, the TRA approved an amendment to this agreement, extending its term until December 31, 2005. The Authority concluded that the conditions supporting approval of the agreement in Docket No. 98-00339 were still present and continued to support a finding that bypass by Bridgestone was feasible and therefore, that a special contract between Piedmont and Bridgestone was appropriate.

7. Piedmont and Bridgestone subsequently re-negotiated an agreement for the redelivery of gas to Bridgestone at rates designed to avoid bypass of Piedmont's system. This new agreement ("Agreement") for the redelivery of gas to Bridgestone's LaVergne, Tennessee manufacturing plant was

presented to and approved by the Authority in this docket by Order dated October 28, 2010, with an Agreement effective date of October 27, 2009.

8. The Agreement between Piedmont and Bridgestone has an initial five (5)-year term and automatic successive one (1)-year term extensions, unless one or both of the parties gives written notice of intent not to renew at least twelve (12) months prior to a new contract becoming effective. Pursuant to the Agreement, Piedmont agrees to provide daily firm redelivery service up to 250 Dths per day to Bridgestone at the LaVergne Plant. Piedmont further agrees to provide Bridgestone interruptible redelivery service at the LaVergne plant up to an additional 5,750 Dths per day.

9. The Order approving the Agreement directs Piedmont “to resubmit each year [notification of an] automatic extension following the initial five-year term to ensure that Bridgestone continues to meet the requirements for a long-term special contract...”¹ The Agreement’s initial term expired on October 26, 2014 and neither party has since given notice of termination of the agreement. As such, the Agreement was automatically extended, by and with the consent of the Authority, for consecutive one year terms effective October 27, 2014, October 27, 2015, October 27, 2016, and October 27, 2017, October 27, 2018, and October 27, 2019.

10. The one year extension of the agreement effective October 27, 2019 will expire on October 26, 2019. Neither party has given notice of termination of the Agreement; therefore, according to the terms of the Agreement, the Agreement will be extended for a one year term effective October 27, 2020. Piedmont hereby submits this Notification of such extension in accordance with the terms of the Order.

11. The four requirements considered in determining whether to approve a long-term special contract are as follows: 1) customer by-pass is imminent; 2) by-pass would be economical; 3) the contract rates and terms are just and reasonable and are not unduly preferential or discriminatory; and 4) the contract rates are the highest that could be negotiated.

¹ *Order Granting Approval of Special Contract*, at p. 4, Docket No. 10-00015 (Oct. 28, 2010).

12. As supported by the Affidavit of Randall Craig Owen attached hereto, Piedmont represents that the conditions supporting approval of the Agreement are still present and continue to support a finding that bypass by Bridgestone is feasible, and therefore, that the extension of the Agreement is appropriate. Specifically, the automatic extension of the Agreement permits Bridgestone to maintain its service from Piedmont at negotiated rates, rather than seek to bypass Piedmont or to incur a dramatic increase in gas costs which could endanger the economic viability of Bridgestone's operations at the LaVergne plant and the jobs provided by that facility. Moreover, the economics of a bypass may be more favorable now in light of an increase in Piedmont's tariff rates and an increase in Bridgestone's consumption rates.

13. Based on the foregoing factors, Piedmont represents that renewal of the Agreement is appropriate and in compliance with the Order, and notifies the Commission of its intent to operate under the Agreement for the one year extended term described herein.

14. Piedmont hereby advises the Commission that it has given notice of termination of the Agreement, to be effective October 27, 2021, in order to allow for the conduct of a new bypass study to confirm that bypass continues to be a viable threat justifying continued special rate agreement. This notice does not impact the extension for which approval is sought herein; however, Piedmont wanted the Commission to be aware that it had exercised its right to terminate the Agreement effective next year.

WHEREFORE, Piedmont Natural Gas Company, Inc., respectfully requests that the Commission: (1) accept this Notification; and (2) grant Piedmont such other relief as may be necessary or appropriate.

Respectfully submitted this __st day of September, 2020.

Piedmont Natural Gas Company, Inc.

s/ Paul S. Davidson
Paul S. Davidson, TN BPR 011789
Waller Lansden Dortch & Davis, LLP
511 Union Street, Suite 2700
Nashville, TN 37219

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

VERIFICATION

Bruce P. Barkley, being duly sworn, deposes and says that he is Vice-President - Regulatory and Community Relations of Piedmont Natural Gas Company, Inc., that as such, he has read the foregoing document and knows the contents thereof; that the same are true of his own knowledge except as to those matters stated on information and belief and as to those he believes them to be true.



Bruce P. Barkley

Mecklenburg County, North Carolina
Signed and sworn to before me this day by Bruce P. Barkley

Date: \ [/ dM] !h vJd.M.
Notary Pu _____

(Official Seal)

My commission expires: 1, m { 07 06 22 } -d-

SHANNON L WALL
Notary Public, North Carolina
Mecklenburg County
My Commission Expires
June 28, 2022

EXHIBIT 1



August 21, 2020

Bridgestone Americas Tire Operations, LLC

Attn: Jeff Pride

Indirect Purchasing Manager-Capital Equipment, Energy

1201 Bridgestone Parkway

LaVergne, TN 37086

Re: Automatic One Year Renewal and Termination of Gas Redelivery Agreement by and between Piedmont Natural Gas Company, Inc. ("Piedmont") and Bridgestone Americas Tire Operations, LLC ("BATO") dated October 27, 2009

Dear Mr. Pride:

As you know, Piedmont and BATO are parties to a Gas Redelivery Agreement dated October 27, 2009 (the "Agreement").¹ The Agreement provides that Piedmont will provide Bridgestone up to 250 Dths per day of daily firm Redelivery service, and up to an additional 5,750 Dths per day of interruptible Redelivery service at Bridgestone's LaVergne plant. The one-year extension to the Agreement will expire on October 27, 2020. However, because neither Party gave notice of termination of the Agreement, it is automatically extended for another one-year term through October 27, 2021.²

The Order approving the Agreement directs Piedmont "to resubmit each year [notification of an] automatic extension following the initial five-year term to ensure that Bridgestone continues to meet the requirements for a long-term special contract..."³ Concurrent with this letter agreement, and in accordance with the terms of the Order, Piedmont is submitting a Notification of the one year renewal. Article VIII of the Agreement (Payments and Reimbursements) specifies the rates and charges to be paid during the "Initial Term" of the Agreement. The purpose of this letter agreement is to confirm and acknowledge that the rates specified in the Agreement will remain in effect during the one-year renewal period.

By way of this letter agreement, Piedmont is also giving its timely written notice to BATO of its intent to terminate the Agreement effective October 27, 2021.² Should BATO wish to pursue entering into a subsequent Gas Redelivery Agreement ("Subsequent Agreement") with Piedmont, Piedmont will work with BATO to effectuate such Subsequent Agreement if mutually agreeable terms can be reached between the Parties. This Subsequent Agreement will require filing with, and approval by, the Tennessee Public Utility Commission.

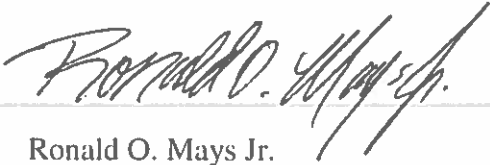
¹ Capitalized terms not otherwise defined herein shall have the meanings given them in the Agreement.

² The Agreement has a five (5)-year "Initial Term" and automatic successive one (1)-year term extensions ("Rollover Term(s)") unless and until either Party gives written notice of its intent to terminate the Agreement to the other Party at least twelve (12) months prior to the expiration of the Initial Term or the then current Rollover Term. See Article VII (Term and Termination).

³ *Order Approving Application of Piedmont Natural Gas Company, Inc. for Approval of Negotiated Gas Redelivery Agreement with Bridgestone/Firestone*, Docket No. 10-00015, at 4 (Oct. 28, 2010).

Please sign in the space indicated below to indicate your acknowledgement of the foregoing terms of this letter agreement.

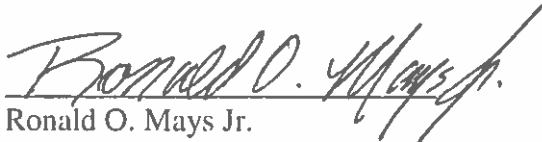
Sincerely,



Ronald O. Mays Jr.
Vice President – Gas Sales and Delivery
4720 Piedmont Row Drive
Charlotte, NC 28210

IN ACKNOWLEDGEMENT OF:

PIEDMONT NATURAL GAS COMPANY, INC.



Ronald O. Mays Jr.
Vice President – Gas Sales and Delivery

DATE: 8/21/20

IN ACKNOWLEDGEMENT OF:

BRIDGESTONE AMERICAS TIRE OPERATIONS, LLC

Jeff Pride
Indirect Purchasing Manager-Capital Equipment, Energy

DATE: _____

EXHIBIT 2

**BEFORE THE
TENNESSEE PUBLIC UTILITY COMMISSION
NASHVILLE, TENNESSEE
DOCKET NO. 10-00015**

In the Matter of:)
)
Application of Piedmont Natural Gas)
Company, Inc. for Approval of) **AFFIDAVIT OF RANDALL CRAIG OWEN**
Negotiated Gas Redelivery Agreement)
With Bridgestone/Firestone)
_____)

The undersigned, being duly sworn, deposes and says:

1. I am a citizen and resident of Dickson County, Tennessee.
2. I am neither an infant nor incompetent and have personal knowledge of the matters discussed herein.
3. I am employed by Piedmont Natural Gas Company ("Piedmont") as a Gas Major Accounts Manager. In this position, I manage Piedmont's large volume accounts in Nashville, including Piedmont's relationship with Bridgestone Americas Tire Operations, LLC ("Bridgestone").
4. The Piedmont/Bridgestone relationship currently is governed by a longstanding special contract arrangement which is tied to Piedmont's Rate Schedules 313 and 314 ("Bridgestone Contract" or "Contract").
5. While I was not involved in negotiating the Contract, in my opinion, the Contract was necessary in order to avoid bypass. The Contract has proven beneficial to both Piedmont and Bridgestone. It has enabled Piedmont to retain one of its largest customers on the Nashville system, while permitting Bridgestone to benefit from a flexible rate that allows the company to carry firm capacity during periods of interruptions.
6. I am familiar with the four criteria specified in the Tennessee Regulatory Authority's ("Authority") October 28, 2010 Order that must be met in order

to approve a special contract. In my opinion, the Contract continues to meet all four criteria.

(i) *Customer by-pass is imminent* – Bridgestone's annual usage has increased since negotiating the Contract and likewise, Piedmont's tariff rates have increased. Higher consumption coupled with an increase in tariff rates may make the economics of a bypass more favorable now.

(ii) *By-pass would be uneconomic* – The Contract has made it economically unfeasible for Bridgestone to bypass Piedmont's system. I am not aware of there being any evidence to suggest that this condition has changed.

(iii) *The contract rates and terms are just and reasonable and are not unjustly preferential or unduly discriminatory* – Piedmont and Bridgestone engaged in lengthy, arms-length contract negotiations in order to reach an agreement that was just and reasonable to both parties. I am not aware of any circumstances that would deem the Contract unjustly preferential or unduly discriminatory.

(iv) *The contract rates are the highest that could be negotiated* – At the time the Contract was negotiated, as Piedmont has previously indicated to the Commission, the rates agreed upon were the highest that could be negotiated. Bridgestone and Piedmont have agreed to continue those rates during the one-year extension of the Contract.

7. Based on all of these considerations, it is my opinion that the Contract continues to satisfy the four criteria specified in the Authority's October 28, 2010 Order and that it should be extended for another one year period effective October 27, 2020.

8. Having attested to the foregoing, I would also note that Piedmont intends to terminate the Contract effective October 27, 2021 and has provided timely written notice to Bridgestone regarding this termination in compliance with Article VII

(Term and Termination) of the Contract. Piedmont plans to work with Bridgestone to refresh the bypass analysis that was the basis for the current contract with Bridgestone during the additional one year extension term now proposed for approval by the TPUC, By doing so, the Company will be able to provide additional information to the Commission at the end of that term which either justifies a continuing special contract rate or which demonstrates that bypass is economically infeasible without a special contract.

This the 16th day of September, 2020.

Randall Craig Owen
Randall Craig Owen

DICKSON

Davidson County, Tennessee

Signed and sworn to before me this day by Randall Craig Owen

Date: 9/16/2020

Kayla Pewitt
Notary Public

(Official Seal)



My commission expires: 02/22/2023.