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March 11, 2015

Via Hand-Delivery

The Honorable Earl Taylor
Executive Director
Tennessee Regulatory Authority
c/o Sharla Dillon
502 Deaderick Street, Fourth Floor
Nashville, Tennessee 37243

Re: *Petition of Piedmont Natural Gas Company, Inc. for Approval of Franchise Agreement with the city of Greenbrier, Tennessee Pursuant to Tennessee Code Annotated §65-4-107*
Docket No. 15- 00034

Dear Mr. Taylor:

Attached you will find an original and five (5) copies of the above-described Petition of Piedmont Natural Gas Company, Inc., a copy of the Franchise Agreement with the City of Greenbrier and the testimony of Eddie Davidson. Also attached is a check for the filing fee in the amount of \$25.00.

This material is also being filed by way of email to the Tennessee Regulatory Authority Docket Manager, Sharla Dillon. Please file the original and four copies of this filing and stamp the additional copy as "filed". Then please return the stamped copies to me by way of our courier.

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

With kindest regards, I remain

Very truly yours,



R. Dale Grimes

**BEFORE THE TENNESSEE REGULATORY AUTHORITY
NASHVILLE, TENNESSEE**

IN RE:)	
)	
PETITION OF PIEDMONT NATURAL GAS)	
COMPANY, INC. FOR APPROVAL OF)	Docket No. 15-
FRANCHISE AGREEMENT WITH THE)	
CITY OF GREENBRIER, TENNESSEE)	
PURSUANT TO TENNESSEE CODE)	
ANNOTATED § 65-4-107)	

**PETITION OF PIEDMONT NATURAL GAS COMPANY, INC. FOR APPROVAL
OF FRANCHISE AGREEMENT WITH THE CITY OF GREENBRIER, TENNESSEE
PURSUANT TO TENNESSEE CODE ANNOTATED § 65-4-107**

Piedmont Natural Gas Company, Inc. ("Piedmont" or the "Company"), through counsel and pursuant to Tennessee Code Annotated § 65-4-107, hereby requests approval by the Tennessee Regulatory Authority ("Authority") of a negotiated franchise agreement between Piedmont and the City of Greenbrier, Tennessee ("Greenbrier" or the "City"). In support of its Petition, Piedmont respectfully shows unto the Authority as follows:

1. Piedmont is incorporated under the laws of the state of North Carolina and is engaged in the business of transporting, distributing and selling natural gas in the states of Tennessee, North Carolina and South Carolina.
2. Piedmont's natural gas distribution business in Tennessee is subject to regulation and supervision by the Authority pursuant to Chapter 4 of Title 65 of the Tennessee Code Annotated.
3. Piedmont has its principal offices in Tennessee at 83 Century Boulevard, Nashville, Tennessee, and 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 counties of Cheatham, Dickson, Robertson, Rutherford, Sumner, Trousdale, Williamson, and Wilson and in certain incorporated towns and cities located therein.

4. On February 2, 2015, the Board of Mayor and Aldermen of the City of Greenbrier, Tennessee enacted Ordinance No. 15-01 renewing a franchise for the provision of natural sales and distribution service within the city of Greenbrier by Piedmont ("Franchise Agreement"). A copy of this Franchise Agreement is attached hereto as Exhibit 1.

5. On February 19, 2015, Piedmont accepted and executed the Franchise Agreement. The Franchise Agreement sets forth an effective date of April 1, 2015 subject to approval of the Franchise Agreement by the TRA.

6. The Franchise Agreement grants the Company the right to construct, operate and maintain a gas utilities system within the City for the production, transmission, distribution, and sale of gas to consumers and users within the City and to the City and any and all agencies and departments thereof.

7. Piedmont submits that the Franchise Agreement is necessary and proper for the public convenience and properly conserves the public interest on at least the following grounds:

a. The Franchise Agreement establishes a twenty-five (25) year term arrangement which secures the provision of natural gas service to citizens, businesses and governmental institutions within the geographical limits of Greenbrier.

b. The Franchise Agreement ensures the provision of high quality natural gas service by an established provider of such service.

c. The Franchise Agreement establishes adequate and proper mechanisms for access to public rights-of-way, new and existing customers, and existing service lines, transmission and distribution facilities and thereby ensures the protection of the property and citizenry of Greenbrier.

8. Pursuant to Tennessee Code Annotated § 65-4-107, the Franchise Agreement between Piedmont and Greenbrier must be approved by the Authority in order to be valid. Such approval is proper where, as here, the franchise is necessary and proper for the public convenience and properly conserves the public interest.

9. Piedmont hereby advises the Authority that pursuant to Tennessee Code Annotated § 65-4-105(e), Piedmont intends, insofar as practicable, to bill its customers subject to the Franchise Agreement on a pro rata basis for any "franchise payment or other payment for the use of public streets, alleys or other public places or any license, privilege, occupation or excise tax payment."

10. Piedmont respectfully requests approval of the attached Franchise Agreement to be effective in accordance with its terms.

WHEREFORE, Piedmont Natural Gas Company, Inc., respectfully requests that the Authority approve, to be effective in accordance with its terms, the negotiated Franchise Agreement attached hereto as Exhibit 1.

Respectfully submitted this 10th day of March, 2015.

Piedmont Natural Gas Company, Inc.

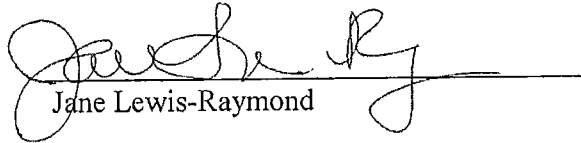
By: R. Dale Grimes
R. Dale Grimes (#006223) *sub*
Bass, Berry & Sims PLC
150 Third Avenue South, Suite 2800
Nashville, Tennessee 37201
Telephone: 615-742-6244

By: James H. Jeffries IV
James H. Jeffries IV *SHB*
Melinda L. Vervais
Moore & Van Allen PLLC
100 N. Tryon Street, Suite 4700
Charlotte, NC 28202-4003
Telephone: 704-331-1079

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

VERIFICATION

Jane Lewis-Raymond, being duly sworn, deposes and says that she is Sr. Vice-President, Chief Legal, Compliance and External Relations Officer of Piedmont Natural Gas Company, Inc., that as such, she has read the foregoing Petition and knows the contents thereof; that the same are true of her own knowledge except as to those matters stated on information and belief and as to those she believes them to be true.


Jane Lewis-Raymond

Mecklenburg County, North Carolina
Signed and sworn to before me this day by Jane Lewis-Raymond

Date: March 10, 2015 
Wanda R. O'Neil, Notary Public

(Official Seal)

My commission expires: April 26, 2016

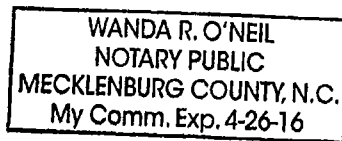


EXHIBIT 1

ORDINANCE # 15-01

**AN ORDINANCE OF THE CITY OF GREENBRIER GRANTING
FRANCHISE TO PIEDMONT NATURAL GAS COMPANY, INC.**

BE IT ENACTED by the board of mayor and aldermen of the City of Greenbrier as follows:

Section 1. Definitions

1.01 As used in this Ordinance, the following terms, words and phrases shall have the meanings respectively ascribed to them in this section:

"Company" shall mean Piedmont Natural Gas Company, Inc., a corporation organized under the laws of the State of North Carolina and authorized to do business in the State of Tennessee, and any successor in interest to Piedmont Natural Gas Company, Inc. under this franchise Ordinance.

"City" or "City of Greenbrier" shall mean:

The City of Greenbrier, a municipal corporation located in Robertson County, Tennessee,

The area within the territorial City limits of the City of Greenbrier and within the extraterritorial area surrounding the City to the extent it may be lawfully included as presently or hereafter fixed by law or ordinance, or

The Board of Mayor and Alderman of the City of Greenbrier or any officer or agent duly authorized in acting on behalf of the City as a municipal corporation, as indicated by the context by which the term is used;

"Board of Mayor and Alderman" shall mean the governing body of the City of Greenbrier;

"Gas" when used as an unqualified term shall mean either natural or artificial gas, by whatever process or processes derived or manufactured, or both such gases either separately or a mixture of them.

Section 2. Franchise Granted

2.01 The Company is hereby granted the exclusive right to construct, operate and maintain a gas utilities system within the City for production, transmission, distribution and sale of gas to consumers and users within the City and to the City and any and all agencies and departments thereof.

2.02 The Company is hereby granted the exclusive right, authority and privilege to construct and install, operate, maintain, lay or relay, renew, replace and repair gas pipes, mains, pipelines, conduits, regulators, connections and services thereto, in, through, across, along and under streets, avenues, roads, public alleys, lanes, parks and squares, and other public places and ways in the City for the production, pumping, handling, transmission, distribution and sale of gas for any and all purposes, subject to the terms and conditions hereinafter set forth in this Ordinance.

2.03 Whenever the Company wishes to enter upon any street, lane or public place for the purpose of constructing, replacing or repairing any gas mains, pipes, or other appliances, it shall notify the City, file a plan or map of the proposed work, if practicable, and comply with all provisions of any ordinances related to utility excavations in City right-of-way before commencing same. Whenever the Company causes any opening, excavation or alteration to be made in any street, lane or public place within the City in the construction, operation or maintenance of any of its pipelines or other appliances owned or used by it, the Company shall repair and restore such portions of such streets, lanes or public places to the same condition in which it found them as nearly as practicable. Additionally, if the Company shall fail to restore the area to its approximate former condition within a reasonable period of time no less than thirty working days after notification by the City, the City shall proceed to restore such streets, lanes and public places as nearly as practicable to their original condition and the City shall submit a statement of the costs for this restoration to the Company. The Company agrees to pay the City for these costs within thirty days.

2.03.1 Whenever the Company shall cause any opening, excavation or alteration to be made in any street, lane or public place within the City in the construction, operation or maintenance of any of its pipelines or other appliances owned or used by it, the Company shall comply with all safety regulations required by federal, state and local laws.

2.04 In the event it becomes necessary or expedient for the City to change the course or grade of any street, lane or public place in which the Company is maintaining gas mains, pipes or other appliances and fixtures, upon the written request of the City, the Company will remove or change the location or depth of such main, pipes or other appliances and fixtures, at its own expense, as necessary to conform to the proposed street alteration.

2.05 This franchise is granted for a term of twenty-five years beginning April 1, 2015 and ending at midnight April 1, 2040. This franchise supersedes any and all former rights or franchises of the Company to operate a gas utilities system in the City with respect to all acts and things done or admitted to be done, on or after April 1, 2015.

2.06 The Company hereby agrees to indemnify, defend, and hold harmless the City, its elected officials, officers, boards, commissions, and employees, against any and all claims and liabilities arising from the Company's, and its assignees or licensees, activities or Gas System, including reasonable attorneys fees and court costs.

2.07 The Company shall not be obligated to the City or any of its departments or agencies for any tax, license fee, other fee, or any other payment whatsoever, relating to the rights granted herein, other than that which is levied by state law.

2.08 The Company is hereby granted the right during the existence of this franchise to mortgage or hypothecate this franchise, together with all rights and privileges there under and any right or interest therein, as security for indebtedness, subject to acceptance by any legal successor in interest of the obligations, duties, liabilities, limitations and prohibitions set out herein and subject to the approval by the Tennessee Regulatory Authority or other governmental agency whose approval is required by law. The Company shall not assign or transfer its rights under this agreement, provided, however, that this provision shall not prohibit the Company from assigning its rights hereunder to the surviving corporation in any corporate reorganization in which the Company is a party.

2.09 The Company shall pay to the City an amount equal to five percent (5%) of the annual gross revenues collected from all customers who are located and provided service by the Company within the geographical areas identified on Exhibit A. The payment of the fee shall be on a quarterly basis, and the first payment shall be made by the Company within sixty (60) days after the approval by the TRA of the Ordinance. Thereafter, payment of such fee and the recovery thereof by the Company shall be pursuant to Tenn. Code Ann. Section 65-4-105(e).

Section 3. Acceptance of Franchise

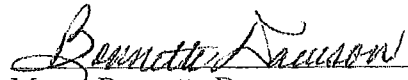
This Ordinance shall be submitted to the Tennessee Regulatory Authority pursuant to Tenn. Code Ann. Section 65-4-107 for approval and shall take effect from the day and date of its passage, but only after it has been accepted in all its terms and revisions by the Company, in writing, within sixty days after its passage; otherwise, the same shall be null and void and of no effect.

Section 4. This ordinance shall take effect from and after its passage, the welfare of the city requiring it.


PASSED this 2 day of February 2015.

Passed 1st Reading: 1-5-15

Passed 2nd Reading: 2-2-15


Mayor Bonnette Dawson

Attest:


Rachel Slusser
City Recorder

PIEDMONT NATURAL GAS COMPANY, INC.

BY:

Victor Layton
Senior Vice President, Utility Operations

ATTEST:

Janet Ray
Vice President, General Counsel, Corporate
Secretary and Chief Compliance Officer
SR Vice President, CDEP Legal, Compliance and
External Relations Officer

CITY OF GREENBRIER

BY:

Bennette A. Dawson
Mayor

ATTEST:

Rachel Shussler
City Recorder

TENNESSEE

ROBERTSON COUNTY



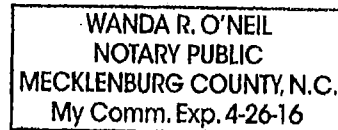
This is to certify that on the 20th day of FEBRUARY, 2015, before me came Victor Gaglio, with whom I am personally acquainted, who, being by me duly sworn, says that he is the Senior Vice President – Utility Operations of Piedmont Natural Gas Company, Inc., and Jane R. Lewis-Raymond, with whom I am personally acquainted, who, being by me duly sworn, says that she is the Senior Vice President, Chief Legal, Compliance and External Relations Officer of Piedmont Natural Gas Company, Inc.; that the Senior Vice President – Utility Operations and Senior Vice President, Chief Legal, Compliance and External Relations Officer subscribed their names thereto, and the Company's corporate seal was affixed, all with the consent of the Board of Directors of the Company.

Witness my hand and official seal, this the 20th day of FEBRUARY, 2015.

Wanda R. O'Neil
Notary Public

My Commission expires:

April 26, 2016



TENNESSEE

ROBERTSON COUNTY

This 11 day of February, 2015, personally came before me, Rachel Slussel, City Recorder of the City of Greenbrier who, being by me duly sworn, says that she knows the common seal of the City of Greenbrier and she is acquainted with Bonnette Dawson, Mayor of this City, and that she saw the Mayor sign the foregoing instrument, and that she affixed the City's seal to this instrument and she signed her name in attestation of the execution of this instrument in the presence of the Mayor of this City.

Witness my hand and official seal, this the 10th day of February, 2015.


Notary Public

My Commission Expires:

5/23/15

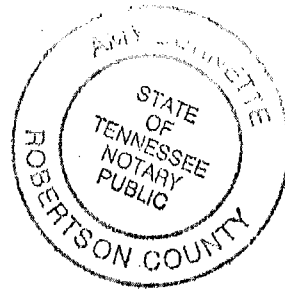


EXHIBIT A

**Before the
Tennessee Regulatory Authority**

Docket No. 15-

**Petition of Piedmont Natural Gas Company, Inc.
for Approval of Franchise Agreement
with the City of Greenbrier, Tennessee
Pursuant to Tennessee Code Annotated § 65-4-107**

**Testimony
of
Eddie Davidson**

**On Behalf of
Piedmont Natural Gas Company, Inc.**



March 10, 2015

1 **Q. Please state your name and business address.**

2 A. My name is Eddie Davidson. My business address is 83 Century
3 Boulevard, Nashville, Tennessee.

4 **Q. By whom and in what capacity are you employed?**

5 A. I am employed by Piedmont Natural Gas Company, Inc. ("Piedmont" or
6 the "Company") as Senior Manager, Government Relations for the
7 Tennessee Region.

8 **Q. Please describe your educational and professional background.**

9 A. I have a B.S. in Political Science from Middle Tennessee State University.
10 I have worked in various capacities for the Tennessee House of
11 Representatives, and served six years as the Assistant Chief Clerk of the
12 House from 1996 until 2002. In 2002, I joined the administration of
13 Nashville Mayor Bill Purcell as an Associate Director of the Metro
14 Nashville Public Works Department. I then served as a legislative liaison
15 to the Tennessee General Assembly on behalf of Metro Nashville,
16 eventually becoming the Director of Legislative Affairs for the City,
17 managing all government affairs at the local, state, and federal level. I
18 stayed on with Metro Nashville in the administration of Mayor Karl Dean
19 as a Senior Advisor for Infrastructure and Intergovernmental Affairs prior
20 to joining Piedmont.

21 **Q. Have you previously testified before this Authority or any other**
22 **regulatory authority?**

23 A. I previously testified before the TRA regarding Piedmont's flood

1 recovery efforts and also regarding Piedmont's franchise agreements with
2 the Town of Nolensville, the City of LaVergne, the City of Fairview and
3 the Town of White House. In addition, I have testified before numerous
4 legislative committees at the state and local level.

5 **Q. Do you hold any positions in any professional or trade associations?**

6 A. I am a member of the Tennessee Gas Association and previously served as
7 chair of the 2010-2011 and 2012-2013 Legislative Committee. I am a past
8 board member of the Tennessee Lobbyists Association, and serve on the
9 board of the Tennessee Chamber of Commerce and Industry.

10 **Q. What is the purpose of your testimony in this proceeding?**

11 A. The purpose of my testimony is to present information to the Authority
12 relating to the franchise agreement (the "Agreement" or "Franchise
13 Agreement") entered into between Piedmont and the City of Greenbrier,
14 Tennessee ("Greenbrier" or the "City").

15 **Q. Could you please explain the circumstances that caused a need for the**
16 **Franchise Agreement between Piedmont and Greenbrier?**

17 A. Yes. Under Section 65-26-101 of the Tennessee Code Annotated,
18 Piedmont is required to have the consent of Greenbrier, in the form of a
19 municipal ordinance, in order to enter onto the streets and alleys of
20 Greenbrier for the purpose of placing, maintaining, or expanding its
21 natural gas distribution and transmission facilities. Piedmont is desirous
22 of continuing to serve customers within Greenbrier and, accordingly, is
23 required to obtain the City's consent to such service within its municipal

1 boundaries.

2 **Q. When did Piedmont begin pursuing a renewal of its franchise**
3 **arrangement with Greenbrier?**

4 A. Piedmont started discussing a possible franchise agreement renewal with
5 Greenbrier in November of 2014.

6 **Q. How were those negotiations pursued?**

7 A. Piedmont worked with Greenbrier's City Recorder, Rachel Slusser, in her
8 role as administrator of the Board of Mayor and Alderman. Upon
9 completion of a draft franchise renewal, Piedmont met with members of
10 the Board of Mayor and Alderman in a work session on December 26,
11 2014 to discuss the proposed renewal, the terms of which were consistent
12 with the existing franchise.

13 **Q. What was the result of those negotiations?**

14 A. These negotiations were successful as evidenced by the approved
15 Franchise Agreement, incorporated herein by reference. The Agreement
16 establishes a franchise arrangement between Piedmont and Greenbrier for
17 a period of twenty-five years.

18 **Q. What are the primary provisions of the new Franchise Agreement?**

19 A. The Franchise Agreement provides for Piedmont's ability, for a term of
20 25 years, to "construct, operate and maintain a gas utilities system within
21 the City [of Greenbrier] for production, transmission, distribution and sale
22 of gas to consumers and users within the City and to the City and any and
23 all agencies and departments thereof." It also establishes reasonable terms

1 and conditions applicable to activities by Piedmont necessary to provide
2 such service and provides for a five percent (5%) franchise fee on
3 Piedmont's annual gross revenues collected from customers within the
4 geographical limits specified on Exhibit A to the Franchise Agreement.

5 **Q. Is Piedmont satisfied with the negotiated resolution of these issues?**

6 A. Yes. The terms of this franchise are similar to the terms that Piedmont has
7 negotiated in other franchises that have been approved by the Authority.

8 **Q. What is the standard to be utilized by the Authority in determining**
9 **whether to approve the Franchise Agreement?**

10 A. My understanding is that under the statute, the Authority is authorized to
11 approve the Agreement if it finds that it "is necessary and proper for the
12 public convenience and properly conserves the public interest."

13 **Q. In your opinion, are the franchise terms set forth in the Agreement**
14 **necessary and proper for the public convenience and in the public**
15 **interest?**

16 A. Yes.

17 **Q. Do you know of any facts that would indicate that the new franchise**
18 **arrangement reflected in the Agreement is not in the public interest?**

19 A. No.

20 **Q. What are you asking the Authority to do in this proceeding?**

21 A. Based on the facts discussed above, we are asking the Authority to
22 approve the new Franchise Agreement between Piedmont and Greenbrier.

23 **Q. Does this conclude your testimony?**

1 A. Yes it does.