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June 23, 2021

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: Piedmont Natural Gas Company, Inc.
Petition for Approval of Negotiated Franchise Agreement with Brentwood,
Tennessee Pursuant to Tennessee Code Annotated § 65-4-107
Docket No.: 21-00074**

Dear Mr. Taylor:

Enclosed please find an original and five (5) copies of Petition of Piedmont Natural Gas Company, Inc. for Approval of Negotiated Franchise Agreement with Brentwood, Tennessee Pursuant to Tennessee Code Annotated § 65-4-107, its Exhibit A, and Testimony of Eddie Davidson. Also enclosed is a check for the filing fee in the amount of \$25.00.

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 and provide us a "filed" stamped copy of each by email to my assistant, at denise.guye@wallerlaw.com.

Very truly yours,

A handwritten signature in blue ink, appearing to read "Paul S. Davidson". The signature is stylized with a large, looping "P" and "D".

Paul S. Davidson

PSD:cdg

cc: James Jeffries
Keith Goley

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

IN RE:)	
)	
PETITION OF PIEDMONT NATURAL)	
GAS COMPANY, INC. FOR APPROVAL OF)	
OF NEGOTIATED FRANCHISE)	Docket No. 21- 00074
AGREEMENT WITH BRENTWOOD,)	
TENNESSEE PURSUANT TO TENNESSEE)	
CODE ANNOTATED § 65-4-107)	

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

Piedmont Gas Company, Inc. (“Piedmont” or the “Company”), through counsel and pursuant to Tennessee Code Annotated § 65-4-107, hereby requests approval by the Tennessee Public Utility Commission (“Commission”) of a negotiated franchise agreement between Piedmont and the City of Brentwood, Tennessee (“Brentwood” or the “City”). In support of its Petition, Piedmont respectfully shows unto the Commission 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 Commission 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. Piedmont is currently providing natural gas service within Brentwood pursuant to a twenty-five (25) year franchise agreement between the Company and Brentwood (“Original Franchise”). The Original Franchise was approved by the City and accepted by Piedmont on December 11, 1995.

5. Piedmont’s Original Franchise and the authorizations contained therein expired in accordance with their terms on December 11, 2020.

6. Prior to the expiration of the Original Franchise, and in the ordinary course of the Company’s business, Piedmont began negotiations with Brentwood for renewal of its franchise authority.

7. Negotiations ultimately resulted in a franchise agreement acceptable to both the Company and the City. The franchise agreement was then incorporated into City Ordinance 2020-10 and presented to the City’s Board of Commissioners for approval. Ordinance 2020-10, a copy of which is attached hereto as Exhibit A and incorporated herein by reference, was subsequently approved by the City’s Board of Commissioners on its second reading on January 12, 2021, and signed by the Mayor of the City.

8. Consistent with the procedures established by Brentwood, the Company subsequently executed its written acceptance of Ordinance 2020-10, as reflected on page 5 of Exhibit A.

9. Pursuant to Tennessee Code Annotated § 65-4-107, the new franchise agreement between Piedmont and Brentwood must be approved by the Commission 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.

10. In this case, Piedmont submits that the new franchise agreement contained in Ordinance 2020-10 is necessary and proper for the public convenience and properly conserves the public interest on the following grounds:

a. The new franchise agreement establishes a twenty-five (25) year arrangement, effective December 11, 2020, which secures the provision of natural gas service to citizens, businesses and governmental institutions within Brentwood.

b. The new franchise agreement ensures the continued and uninterrupted provision of high-quality natural gas service by an established provider of such service to existing customers, as well as the availability of such service to new customers within Brentwood.

c. The new 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 Brentwood; and

d. Piedmont shall pay franchise fees to the City in the amount of up to, but not more than 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 of the City if, during the term of the franchise, the City passes a resolution that calls for the payment of such franchise fee.

11. Piedmont hereby advises the Commission that pursuant to Tennessee Code Annotated § 65-4-105(e), Piedmont has in the past and intends in the future, 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.”

12. Piedmont recognizes and apologizes for the delay in filing this Petition and notes that it has continued to provide service to Brentwood under the Original Franchise in the interim, as authorized by Tennessee Code Annotated § 65-4-107(b).

WHEREFORE, Piedmont Natural Gas Company, Inc., respectfully requests that the Commission approve the negotiated franchise agreement incorporated into Ordinance 2020-10 attached hereto as Exhibit A.

Respectfully submitted this 23rd day of June, 2021.

Piedmont Natural Gas Company, Inc.

By: /s/ Paul S. Davidson
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By: /s/ James H. Jeffries, IV
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EXHIBIT A

ORDINANCE 2020-10

AN ORDINANCE OF THE CITY OF BRENTWOOD, TENNESSEE, GRANTING FRANCHISE TO PIEDMONT NATURAL GAS COMPANY, INC.

WHEREAS, on December 11, 1995, the City granted a franchise for the right, privilege, authority, and consent to place, construct, and manage gas lines within the City limits to Nashville Gas Company, a division of Piedmont Natural Gas Company, Inc.; and

WHEREAS, such approval was granted for a term of twenty-five years; and

WHEREAS, the City and Piedmont both desire to extend such franchise for another twenty-five years as provided by state law.

NOW THEREFORE, BE IT ORDAINED BY THE CITY OF BRENTWOOD, TENNESSEE, AS FOLLOWS:

SECTION 1: 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 Brentwood" shall mean: The City of Brentwood, a municipal corporation located in Williamson County, Tennessee, the area within the territorial City limits of the City of Brentwood 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 City Commission of the City of Brentwood 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;

"City Commission" shall mean the governing body of the City of Brentwood;

"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. The Company is hereby granted the 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.

SECTION 3. The Company is hereby granted the 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.

SECTION 4. 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. In the event the Company shall fail to restore said streets, alleys, utility easements, sidewalks or other public places to their former state as nearly as possible, the City may itself, after giving the Company reasonable notice, make restoration and charge the costs thereof to the Company.

SECTION 5. 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.

SECTION 6. The Company's construction plans shall be filed with the City's public works department at least 30 days prior to commencing construction of any expansion of the Company's system, provided that this provision shall not apply to emergency situations. Upon request by the City, the Company shall make available for review by the City any information which will help to facilitate City construction projects that may conflict with existing or future Company infrastructure. The Company will endeavor to work with the City to relocate its pipelines or other appliances in a timely manner in the event of City road construction projects which are in conflict with existing Company infrastructure. Further, the City will endeavor to minimize such conflicts in the design process for any City road construction projects, subject to all other design considerations.

SECTION 7. This franchise is granted for a term of twenty-five years beginning December 11, 2020 and ending at midnight December 11, 2045. 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 December 11, 2020.

SECTION 8. 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.



SECTION 9. 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.

SECTION 10. 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.

SECTION 11. The Company shall pay to the City an amount up to but not more than five percent (5%) of the annual gross revenues collected from all customers who are located and provided service by the Company within the geographical boundary of the City if, during the term of this franchise, the City shall pass a resolution which calls for the payment of such amount, in which case the obligation of the Company to pay this amount will not begin until ninety (90) days after the receipt by the Company of a certified copy of such a resolution as passed by the City. The payment of the fee shall be on an annual basis, and the first payment shall be made by the Company within sixty (60) days after the approval by the TPUC 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). Upon City request, the Company agrees to make the appropriate records available that will allow the City to determine that taxes collected in the City's name are being remitted to the City. The City shall limit such requests to not more than once every two years.

SECTION 12. This Ordinance shall be submitted to the Tennessee Public Utility Commission 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.

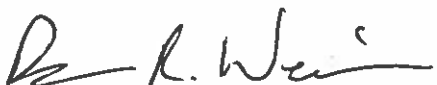
SECTION 13. That this ordinance shall take effect from and after its final passage, or fifteen days after its first passage, whichever occurs later, the general welfare of the City of Brentwood, Williamson County, Tennessee, requiring it.

PASSED:	1st reading	<u>12-14-2020</u>	PLANNING COMMISSION	<u>n/a</u>
	2nd reading	<u>01-12-2021</u>	NOTICE OF PASSAGE	
			Notice published in:	<u>n/a</u>
			Date of publication:	<u> </u>
PUBLIC HEARING			EFFECTIVE DATE	<u>01-12-2021</u>
Notice published in:	<u>n/a</u>			
Date of publication:	<u> </u>			
Date of hearing:	<u> </u>			
				
MAYOR	Rhea E. Little, III		RECORDER	Holly Earls

Approved as to form:

	
CITY ATTORNEY	Kristen L. Corn

PIEDMONT NATURAL GAS COMPANY, INC.

BY: 
Senior Vice President – Chief Operations Officer, Natural Gas

ATTEST:


Amanda Johnson, Counsel

TENNESSEE

WILLIAMSON COUNTY

This 12th day of January, 2021, personally came before me Rhea E. Little, III, Mayor of this City, with whom I am personally acquainted, and as mayor signed the foregoing instrument, and that he signed such instrument for the purposes contained therein, and pursuant to his duties as Mayor of this City.

Witness my hand and official seal, this the 12th day of January, 2021.

Kayla Head
Notary Public

My Commission Expires:

2-1-2021



TENNESSEE North Carolina

~~WILLIAMSON COUNTY~~ Mecklenburg County

This is to certify that on the 2nd day of March, ~~2020~~²⁰²¹, before me came Brian Weisker, with whom I am personally acquainted, who, being by me duly sworn, says that he is the Senior Vice President, Chief Operations Officer, Natural Gas of Piedmont Natural Gas Company, Inc., and Amanda Johnson, with whom I am personally acquainted, who, being by me duly sworn, says that she is Associate General Counsel, Piedmont Natural Gas Company, Inc.; that the Senior Vice President - Chief Operations Officer, Natural Gas, subscribed their names thereto, all within the authority delegated by the Board of Directors of the Company.

Witness my hand and official seal, this the 2nd day of March, ~~2020~~²⁰²¹.

Shannon L. Wall
Notary Public
My Commission expires:
6/28/2022

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