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August 24, 2021

**VIA ELECTRONIC FILING & U.S. MAIL**

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

***In re: Joint Request of Chattanooga Gas Company and Kordsa, Inc. for Approval of  
Special Contract. Docket No. 21-00094.***

Dear Tory,

Attached for filing is the public version of the above-captioned joint petition. A confidential version is also being filed under seal and provided to the Consumer Advocate. A check for the filing is being mailed along with hard copies of both the public and non-public filings.

Please call me at 615.252.2363 if you have any questions.

Sincerely,

BRADLEY ARANT BOULT CUMMINGS, LLP

By: 

Henry Walker

HW/mf  
Enclosures

cc: J.W. Luna  
Karen Stachowski

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

**August 20, 2021**

<b>IN RE:</b>	)	
	)	
<b>JOINT REQUEST OF CHATTANOOGA GAS COMPANY AND KORDSA, INC. FOR APPROVAL OF SPECIAL CONTRACT</b>	)	<b>Docket No. <u>21-00094</u></b>
	)	
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**JOINT REQUEST OF CHATTANOOGA GAS COMPANY  
AND KORDSA, INC. FOR APPROVAL OF SPECIAL CONTRACT**

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Chattanooga Gas Company (“CGC” or “Company”) and Kordsa, Inc. (“Kordsa”) (individually, each may be referred to as “Party” and collectively “Parties”) respectfully request that the Tennessee Public Utility Commission (“TPUC” or “Commission”) review and approve, pursuant to Commission Rule 1220-4-1-.07, the negotiated special contract for natural gas services between CGC and Kordsa (“Special Contract”), including the rates set forth therein (“Petition”). A redacted version of the Special Contract is attached hereto as “Exhibit 1,” and a complete, unredacted copy of the Special Contract will be filed confidentially under seal as “Exhibit 2” to this Petition. In support of this Petition, Parties state as follows:

**I. INTRODUCTION**

1. CGC is incorporated under the laws of the State of Tennessee and is engaged in the business of transporting, distributing and selling natural gas in Hamilton and Bradley Counties within the State of Tennessee and the area. CGC is a public utility established under the laws of the State of Tennessee and its public utility operations are subject to the jurisdiction of this Commission.

2. Kordsa, Inc. is a corporation, duly organized under the laws of Delaware. Kordsa is a current customer of CGC, receiving services from CGC at Kordsa's nylon manufacturing facility located at 4501 North Access Road, Chattanooga, Tennessee. CGC is not currently serving Kordsa under the Special Contract terms but under CGC's current, approved tariff.

3. The names and addresses of the persons to whom any notices or other communications with respect to this Petition are to be sent are as follows:

*On behalf of Chattanooga Gas:*

Paul Teague, P.E.  
Director, External Affairs  
Chattanooga Gas  
2207 Olan Mills Drive  
Chattanooga, TN 37421  
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J.W. Luna, Esq.  
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The Pinnacle at Symphony Place  
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Floyd R. Self, Esq.  
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313 N Monroe Street, Suite 301  
Tallahassee, FL 32301  
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*On behalf of Kordsa:*

Henry M. Walker, Esq.  
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1600 Division Street, Suite 700  
Nashville, TN 37203  
Phone: (615) 252-2363  
Email: hwalker@bradley.com

## **II. BACKGROUND, PRESENT CIRCUMSTANCES**

4. Previously, the Commission granted approval of a special contract between CGC and du Pont, a prior owner of what is now Kordsa's nylon manufacturing facility. The prior special contract was approved in Docket No. 99-00908 ("Prior Special Contract") by the Order dated July 18, 2000, and was made effective on November 1, 1999. The Prior Special Contract was for a 20-year initial term, after which it was to continue until either party gave a notice of termination. During the course of that term, du Pont sold the facility to Investa, which then sold the facility to Kordsa. Kordsa became the owner of the facility on or about May 30, 2017. The Prior Special Contract with Kordsa expired on October 31, 2019, after CGC advised Kordsa that it would not renew the Prior Special Contract.

5. Beginning November 1, 2019, immediately following the termination date of the Prior Special Contract, CGC began to provide natural gas services to Kordsa at its Hamilton County facility under the terms of CGC's then effective, approved tariff, and it continues to do so as of the date of this filing.

6. Kordsa has brought significant economic development to Tennessee and has invested over \$18 million in its operations in Chattanooga in the past five years. Currently, Kordsa directly employs over 233 people in manufacturing jobs and the associated benefits such jobs bring to the overall economic wellbeing of the area.

7. As Kordsa has expanded and improved its operations in Chattanooga, access to affordable natural gas and natural gas transportation services has become critical to Kordsa's business operations. Given the loss of the Prior Special Contract, Kordsa began to explore the economic viability of bypassing CGC and directly connecting to the interstate pipeline through its

own natural gas pipeline. Pursuant to that interest, Kordsa began the process of obtaining cost information for constructing such a bypass facility. On the basis its investigation, Kordsa obtained from the City of Chattanooga the right to lay pipe in the public right-of-way, it received permission to tap the nearby interstate pipeline, and it negotiated a contract with a construction company to begin work on the bypass line. Together, these actions constitute a bona fide, good faith effort to bypass CGC.

### **III. NEW SPECIAL CONTRACT**

8. Based upon the information that Kordsa obtained, Kordsa approached CGC with the purpose of negotiating a new special contract for natural gas transportation services. The Parties conducted good faith negotiations and developed the Special Contract that the Parties are now jointly requesting the Commission approve.

9. The quantities, rates, contract term, and other material terms and conditions are set forth in the Special Contract. Certain portions of Sections 1, 2, 3 4, 12, 13, 14, and 33 contain confidential proprietary, trade secret information, which has been redacted from Exhibit 1. These confidential terms were material to and relied upon by the Parties in their negotiations, and public knowledge of such terms would put CGC at a disadvantage in any subsequent special contract negotiation with other customers.

10. The Special Contract specifically incorporates certain terms and conditions of Rate Schedules F-1 (Commercial and Industrial Large Volume Firm Sales Service), and/or Rate Schedule T-2 (Interruptible Transportation Service with Firm Gas Supply Backup), and/or Rate Schedule T-1 (Interruptible Transportation Service) of the CGC tariff. The Special Contract will allow CGC to furnish firm intrastate transportation service and other ancillary services such as the sale of natural gas to Kordsa. The Special Contract is a full requirements contract under which

Kordsa will obtain all of its transportation and other related services from CGC as set forth in the Special Contract.

11. The Parties to the Special Contract agreed that if, at some future time, CGC offers a standard tariff for which Kordsa would otherwise qualify, Kordsa shall have the right to select such alternate tariff in lieu of continuing to receive service under the negotiated charges. The Special Contract also gives the Parties the right to cancel the Special Contract if the Commission, the Department of Energy, the Federal Energy Regulatory Commission, or any other government regulatory authority with jurisdiction imposes a statute, rule, order or regulation that changes the terms of the Special Contract by written notice within thirty (30) days of the issuance of such regulatory action.

12. CGC's other customers will not be adversely impacted by approval of this Special Contract; in fact, they will benefit from CGC continuing to service the Kordsa facility. As a large industrial customer of CGC, if CGC were to lose Kordsa as a customer, CGC's general body of ratepayers would lose the contribution to common overhead provided by Kordsa through the rates it pays.

#### **IV. SPECIAL CONTRACT AUTHORITY & REGULATIONS**

13. CGC is authorized to offer special contracts to its customers, subject to Commission approval, pursuant to TPUC Rule 1220-4-1-.07, which states:

Special contracts between public utilities and certain customers prescribing and providing rates, services and practices not covered by or permitted in the general tariffs, schedules or rules filed by such utilities are subject to supervision, regulation and control by the Commission. A copy of such special agreements shall be filed, subject to review and approval.

14. While the Commission's Rule does not set for specific criteria that will be utilized

in the evaluation of whether to approve a special contract, prior Commission precedents<sup>1</sup> have generally established four criteria that may be evaluated in the approval of special contracts:

- a. Customer by-pass is imminent;
- b. Such by-pass would be uneconomic;
- c. The negotiated contract rates and terms are just and reasonable and are not unjustly preferential or unduly discriminatory; and
- d. The negotiated contract rates are the highest that could be negotiated.

15. All four (4) of the above-cited criteria are met in this instance, and the Special Contract should be approved.

**A. CUSTOMER BYPASS IS IMMINENT**

16. Kordsa has advised CGC that it has studied the bypass option and concluded that it is economically feasible. Kordsa informed CGC that it will pursue the by-pass option immediately unless the Special Contract — or a mutually acceptable alternative — is approved.

**B. SUCH BYPASS WOULD BE UNECONOMIC**

17. Uneconomic bypass means that the bypass would have a detrimental impact on the utility's other customers. If Kordsa bypasses CGC, then CGC's other customers' rates would be higher, since the contributions to common overhead provided by Kordsa, even under this Special

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<sup>1</sup> See, e.g., *In re: Application of Nashville Gas Company, a Division of Piedmont Natural Gas Company, for Approval of Negotiated Gas Redelivery Agreement with Visteon Corporation*, Docket No. 01-00530, *Order Approving Negotiated Gas Redelivery Agreement* (November 28, 2001); *In re: Petition of Nashville Gas Company for Extension of Negotiated Gas Redelivery Agreement with State Industries*, Docket No. 02-01270, *Order Approving Negotiated Gas Redelivery Agreement* (April 3, 2003); *In re: Petition of Nashville Gas Company for Extension of Negotiated Gas Redelivery Agreement with Bridgestone/Firestone Industries*, Docket No. 02-01271, *Order Approving Amendment to Negotiated Gas Redelivery Agreement* (April 4, 2003); *In re: Application of Piedmont Natural Gas Company, Inc. for Approval of Negotiated Gas Redelivery Agreement with Bridgestone/Firestone*, Docket No. 10-00015, *Order Granting Approval of Special Contract* (October 28, 2010).

Contract, would be eliminated. Based on Kordsa's existing demand, its election to bypass CGC will have a detrimental impact on CGC's other customers. That negative impact is minimized by the proposed Special Contract.

**C. THE NEGOTIATED CONTRACT RATES AND TERMS ARE JUST AND REASONABLE AND ARE NOT UNJUSTLY PREFERENTIAL OR UNDULY DISCRIMINATORY**

18. Approval of the Special Contract with Kordsa is necessary and in the best interests of the other customers of CGC and will prevent an uneconomic bypass of CGC which is imminent if such Special Contract is not approved. Further, CGC and Kordsa have negotiated in good faith to determine a rate which will maintain Kordsa as a customer of CGC, with such rate being above CGC's incremental cost to serve Kordsa, thus continuing to provide some level of contribution to CGC's common overhead. In view of the rate levels in the Special Contract, the proposed rates are fair, just, and reasonable and are not unduly preferential or discriminatory to CGC's other customers.

**D. THE NEGOTIATED CONTRACT RATES ARE THE HIGHEST THAT COULD BE NEGOTIATED**

19. The Special Contract rates are the highest that could be negotiated between the Parties given the information available to each Party, specifically Kordsa's cost to bypass and CGC's incremental cost to serve Kordsa.

**V. CONCLUSION**

20. The rates, terms, and conditions of the Special Contract are mutually beneficial to CGC, Kordsa, and CGC's other customers. Moreover, the Special Contract fully complies with the standards set forth in the Commission's statutes and rules as well as CGC's Commission-approved Tariff. Accordingly, the Special Contract is in the public interest. Additionally, service pursuant to the Special Contract will be beneficial to CGC and its general body of customers.

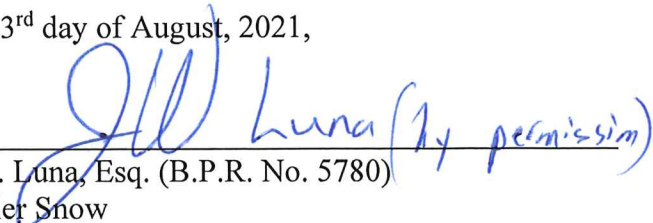
Based upon the attached Exhibits and the information provided in this Joint Petition, the Parties hereby respectfully request Commission approval of the Special Contract

21. In light of the significance and the economic and community development impact of Kordsa on the Chattanooga area and the State of Tennessee, CGC and Kordsa respectfully request that the Commission expeditiously review and approve the attached Special Contract pursuant to TPUC Rule 1220-4-1-.07. In approving this Special Contract, the Parties request that the effective date of the Special Contract be the date of the Commission's vote approving this Petition and the Special Contract, or such later date the Parties may mutually agree upon.

**WHEREFORE**, the Parties respectfully request that the Commission issue its Order GRANTING this Joint Petition and APPROVING the Special Contract between the Parties in its entirety, without any changes, modifications, or conditions.

[Signatures continued on next page.]

**RESPECTFULLY SUBMITTED** this 23<sup>rd</sup> day of August, 2021,

  
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J.W. Luna, Esq. (B.P.R. No. 5780)

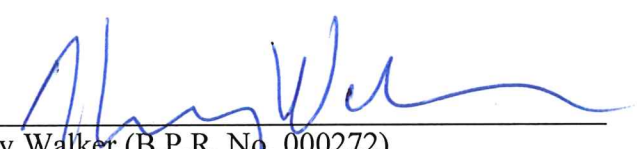
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*Attorneys for Chattanooga Gas Company*

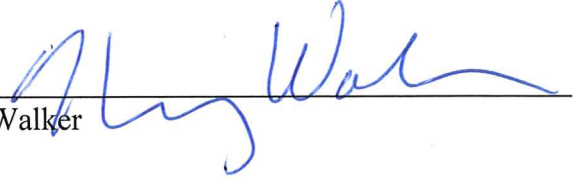
  
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Nashville, TN 37203  
615-252-2363  
hwalker@bradley.com

*Attorneys for Kordsa, Inc.*

**CERTIFICATE OF SERVICE**

**I HEREBY CERTIFY** that a true and correct copy of foregoing was served on this 23<sup>rd</sup> 24<sup>th</sup>  
day of August, 2021, via Email, on the Consumer Advocate, Office of the Tennessee Attorney  
General, Economic and Regulatory Section, Financial Division, P.O. Box 20207, Nashville, TN  
37202-0207.

Henry Walker



NEGOTIATED CONTRACT

THIS NEGOTIATED CONTRACT is entered into as of [\_\_\_\_\_] [\_\_\_], 2021, by and between [Kordsa, Inc.] a Delaware corporation ("Customer") and CHATTANOOGA GAS COMPANY ("Company"), a Tennessee corporation. Each of Customer and Company are referred to as a "Party" and collectively as the "Parties".

WITNESSETH

WHEREAS, Customer is a customer of Company and currently receives gas service from Company at Customer's manufacturing plant ("Plant") located at 4501 North Access Road, Chattanooga, TN (the "Site"); and

WHEREAS, Customer has a verifiable and documented bypass alternative and intends to bypass Company and seek gas service at the Plant directly from East Tennessee Natural Gas Company, which pipeline is located proximate to the Site unless Customer can obtain gas service from Company at prices that are more favorable to Customer; and

WHEREAS, Company desires to continue to serve Customer and Customer is willing to continue to as a customer of Company and not seek to bypass Company if Company furnishes service to Customer in accordance with the terms and conditions of this Negotiated Contract; and

WHEREAS, Company is willing to furnish intrastate transportation service to Customer at the Plant under the terms and conditions of this Negotiated Contract once the same is approved by the Tennessee Public Utility Commission ("Commission"); and

WHEREAS, with respect to the volumes of gas to be transported by Company to Customer (as opposed to the volumes of gas that may be sold by Company to Customer) hereunder, Customer has made, or will make, the necessary arrangements to acquire such volumes, and for the transportation of such volumes for delivery to Company at the city gate from East Tennessee Natural Gas Company and/or Southern Natural Gas Company or any other available pipeline to Company near the Plant; and

WHEREAS, the parties desire to enter into this Negotiated Contract setting forth the terms and conditions under which Company will render such service to Customer, and

WHEREAS, this Negotiated Contract is entered into subject to the approval of the Commission pursuant to the rules and regulations governing public utilities in the State of Tennessee;

NOW, THEREFORE, in consideration of the premises and mutual covenants and agreements contained herein, Company and Customer hereby agree as follows:

1. **TERM:** Customer agrees to purchase from Company, and Company agrees to sell to Customer, intrastate transportation service, as detailed in this Negotiated Contract, for the natural gas requirements of Customer at the Plant, under the terms and conditions of this Negotiated Contract for an initial term of [REDACTED] Term"), and thereafter from year to year (a "service year") until written notice of cancellation shall be given by either party to the other at least one hundred eighty (180) days prior to the end of the Initial Term or any Service Year.

2. **SERVICE COMMENCEMENT:** Service under this Negotiated Contract shall commence on

[REDACTED]  
[REDACTED]  
[REDACTED]

**3. QUANTITIES:** Customer's potential maximum daily requirements of the Plant (from 8:00 A.M. to 8:00 AM local time) that are to be served under this Negotiated Contract (including in the aggregate both sales and transportation service) [REDACTED] ("DT"). Additionally, Customer's maximum hourly requirements [REDACTED]. The Plant's natural gas consuming equipment consists [REDACTED]  
[REDACTED].

#### **4. TRANSPORTATION SERVICE:**

4.1 Transportation Service. Customer agrees to purchase and Company agrees to furnish Intrastate transportation service to deliver volumes purchased from others, in accordance with the terms and conditions of Rate Schedule T-1 (Interruptible Transportation Service) of Company's tariff filed with and approved by the Commission from time to time (the "Tariff"), but under the rates and charges as set forth in this Negotiated Contract. Capitalized terms not otherwise defined in this Negotiated Contract shall have the meanings ascribed to such terms in the Tariff and the Rules and Regulations as filed with the Commission and approved from time to time ("Rules and Regulations").

During each month, the following charges will apply for this service:

[REDACTED]

[REDACTED]

All other terms of Rate Schedule T-1 shall apply. All rates and charges under this service shall be adjusted at the same time and at the same percentage change that rates and charges change as a result of a general rate case filing or annual review mechanism as approved by the Commission in Docket 19-00047 ("Annual Review Mechanism") or as otherwise modified with the approval of the Commission [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

**4.2 Transportation Service with Firm Gas Supply Backup:** Customer may agree to purchase and Company agrees to furnish intrastate transportation service to deliver volumes purchased from others, in accordance with the provisions of Rate Schedule T-2 (Interruptible

*CM*

Transportation Service With Firm Gas Supply Backup) of Company's tariff which includes certain firm gas supply backup pursuant to the terms and conditions set forth in such Rate Schedule T-2 in conjunction with Rate Schedule F-1 (Commercial and Industrial Large Volume Firm Sales Service) of the Tariff. The rate for such service shall be as set forth in this Negotiated Contract. Customer and Company shall execute, in advance of such service, an election of service agreement in the form attached hereto as Exhibit A or such other form as to which the parties agree ("Election of Service Agreement"), that specifies the volume (the "Specified Demand Volume") that Company shall be obligated to make available for sale to Customer on a daily basis. (As used herein, the term "Specified Demand Volume" is synonymous with the term "Billing Demand," as that term is used in Rate Schedule F-1 (Commercial and Industrial Large Volume Firm Sales Service) of Company's Tariff). Such an agreement shall be for not less than a one year term.

During each month the Election of Service Agreement is in effect, Customer shall pay Company for gas service as follows:

[REDACTED]

[REDACTED]

AM

[REDACTED]

C. The Purchased Gas Adjustment Demand ("PGA") Charge calculated by multiplying the Billing Demand Volume by the Rate Schedule F-1 PGA Demand Component filed with the Commission; plus

I. For commodity gas sold by Company to Customer, Customer shall pay:

a. A Commodity Charge calculated by multiplying the volume of gas sold by the Rate Schedule F-1 Commodity PGA Rate filed with the Commission; plus

[REDACTED]

*AM*

I. For commodity gas supplied by a Third Party Supplier and delivered to  
Customer by Company:

a. A Commodity Distribution Charge calculated by multiplying  
Customer's measured usage of commodity gas supplied by the  
Third Party Supplier and delivered by Company times Twenty  
Cents (\$0.20) per Dekatherm.

All other terms of Rate Schedule T-2 shall apply. All rates and charges under this service shall  
be adjusted at the same time and at the same percentage change that rates and charges  
change as a result of a general rate case filing or Annual Review Mechanism or as otherwise  
modified with the approval of the Commission [REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

5. Intentionally Blank

**6. VOLUMES TO BE TRANSPORTED:** The volumes to be transported and delivered by Company to Customer hereunder consist of quantities purchased by Customer from others and delivered to Company for Customer's account at the city gate from East Tennessee Natural Gas Company and/or Southern Natural Gas Company or any other pipeline connected to Company's system ("Pipeline") in accordance with the provisions of this Negotiated Contract.

**7. DESIGNATION OF THIRD PARTY SUPPLIERS:** Customer will from time to time designate and furnish to Company in writing the name(s), address(es), e-mail(s) and telephone number(s) of a person or persons (each of whom is hereinafter referred to as a Third Party Supplier ("Supplier")) who will advise Company of the volumes of gas allocable to Customer's account of the total volumes delivered to Company for the account of Customer and one or more other transportation customers of Company ("Deliveries"). Customer shall notify Company of the designation of a Supplier by submitting a Supplier Agreement, in the form attached hereto as Exhibit B, or such other form as to which the parties agree, which is executed by Customer and Supplier authorizing Supplier to transport gas on behalf of Customer. The designation of such Supplier shall be effective until Customer provides Company with an executed agreement for another Supplier. Suppliers are required to operate under the applicable terms and conditions relating to Suppliers as provided in Company's Tariff, Rate Schedule TPS Governing Suppliers.

**8. RELIANCE UPON SUPPLIER:** Consistent with Rate Schedule TPS of Company's Tariff, Company shall be entitled to rely upon all information and advice given by a Supplier to Company regarding allocations of Deliveries for Customer's account but Company shall not be bound thereby if circumstances are contrary. Customer agrees, however, to indemnify and hold Company harmless from and against any and all claims, causes of action, actions, damages, injuries or losses Company may suffer or incur or which may be asserted against Company by Customer, or by any other person, firm or corporation, by reason of, or arising out of, the reliance by Company on advice or information given by a Supplier to Company concerning the allocation of Deliveries by the Pipeline to Company for Customer's account.

**9. SALES, USE OR OTHER TAX AND FEES:** Without limiting the extent or generality of the terms of service applicable to this Negotiated Contract, Customer agrees to pay, indemnify and hold Company harmless against any applicable portion of Company's annual gross receipts tax, and any sales, use or other tax or fee imposed by the city, state or government or any other taxing authority upon the purchase or use by Customer of gas delivered to Company pursuant to this Negotiated Contract not already incorporated in the rates and charges as set forth in this Negotiated Contract.

**10. WARRANTY OF TITLE AND QUALITY:** Each Party warrants that it will, at the time of delivery of gas to the other, have good title to or good right to deliver all such gas, and that it will deliver, or cause to be delivered, such gas free from all liens, encumbrances and claims whatsoever. Each party will, as to the gas it delivers or causes to be delivered to the other,

Indemnify and save the other harmless from all suits, actions, debts, accounts, damages, costs, losses and expenses arising from or out of any adverse claims of any and all persons to said gas and/or to royalties, taxes, fees or charges thereon. Customer agrees to provide Company with any documentation which may be requested in writing by Company to evidence Customer's title to the gas transported. Company reserves the right, without penalty or liability, to refuse transportation of any gas in the event Customer fails to provide such documentation upon Company's written request. Customer warrants that all gas delivered to Company for transportation hereunder shall be of a merchantable quality and shall conform to the quality requirements set forth in the Tariff of Company and the Rules and Regulations.

**11. CHARGES UNDER NEGOTIATED CONTRACT FOR TRANSPORTATION:** Charges hereunder are as set forth in Sections 4 and 5.

**12. APPLICABILITY OF MONTHLY CUSTOMER CHARGES:**

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

13. [REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

**14. SERVICE SUBJECT TO TARIFF AND OTHER REGULATORY PROVISIONS:** All service hereunder is subject to the terms of service, Tariff and the Rules and Regulations of Company and the applicable Tariff provisions of Rate Schedule(s) F-1(Commercial and Industrial Large Volume Firm Sales Service), and/or T-2 (Interruptible Transportation Service With Firm Gas Supply Backup), and/or T-1 (Interruptible Transportation Service). In the event of any conflict between the terms and provisions of this Negotiated Contract and such terms of service, and Company's Rules and Regulations and Tariff provisions, the terms and provisions of this Negotiated Contract shall govern, unless such terms of service, Rules and Regulations or Tariff provisions are approved by the Commission subsequent to the Commission's approval of this Negotiated Contract and by their terms explicitly prevail over any conflicting provisions of this Negotiated Contract.

In the event Company petitions the Commission to modify, revise, change, or amend Rate Schedule F-1 (Commercial and Industrial Large Volume Firm Sales Service), and/or Rate Schedule T-2 (Interruptible Transportation Service With Firm Gas Supply Backup), and/or Rate Schedule T-1 (Interruptible Transportation Service) [REDACTED]  
[REDACTED]  
[REDACTED]

Should the Commission, the Department of Energy, Federal Energy Regulatory Commission, or any other regulatory or governmental authority having jurisdiction impose by statute, rule, order or regulation any terms or conditions, including state or local taxes, upon this Negotiated Contract, which are not mutually satisfactory to the parties (other than a rate change imposed by Company as discussed in Paragraph 13, in which case Paragraph 13 shall apply), then the Party adversely affected may, within thirty (30) days of the issuance of such rule, order or regulation, and with thirty (30) days' prior written notification to the other Party, terminate this Negotiated Contract.

Customer agrees to comply with all terms and conditions of this Negotiated Contract and Company's Rules and Regulations and Tariff provisions, which terms and conditions are incorporated fully herein by reference and the applicable Rate Schedule as the same may be amended or modified from time to time.

All other rates, terms, and conditions of Company's Tariff and Rules and Regulations shall apply except where in direct conflict with this Negotiated Contract.

**15. PAYMENT:** Bills are due when rendered at the rates and charges provided herein and shall be paid in full to the requested return address provided on Company Invoice within sixteen (16) days from the date mailed to Customer or otherwise delivered to Customer. Any failure to pay within such time shall be subject to late payment charges and other remedies as normally applicable to industrial customers of Company. By way of example and clarification, Exhibit C shows a sample calculation of charges due to Company by Customer under this Negotiated Contract. In the event of any conflict between (i) the terms and conditions stated in the body of this Negotiated Contract, and (ii) the sample calculation attached as Exhibit C, the terms and conditions stated in the body of this Negotiated Contract shall control.

**16. POINT OF DELIVERY:** All gas delivered by Company hereunder shall be delivered to Customer at the outlet of Company's metering and regulating equipment installed upon Customer's premises in order to provide service under this Negotiated Contract (the "Point of Delivery").

**17. DELIVERY PRESSURE:** Company will provide delivery pressure not to exceed that available in the Company's system at Company's meter installed at the Plant

**18. CHARACTER OF SERVICE:** All service under this Negotiated Contract will be on an interruptible basis except where Company has expressly agreed to provide any gas a firm basis. Neither Company, nor Customer or its agents, shall be liable for damages to the other for any act, omission, or circumstance occasioned by or in consequence of any acts of God; strikes; lockouts; acts of the public enemy; wars; blockades; Insurrections; riots; epidemics; landslides; lightning; earthquakes; fires; storms; floods; washouts; arrests and restraints of rules and people; civil disturbances; explosions; temporary failure of gas supply; temporary failure of firm transportation arrangements; the binding order of any court or governmental authority, which has been resisted in good faith by all reasonable legal means; acts of third parties; or any other cause, whether of the kind herein enumerated or otherwise, not within the control of the party, and which by the exercise of due diligence such party is unable to prevent or overcome ("force majeure"). Such cause or contingencies affecting the performance by Company or Customer, however, shall not relieve Company or Customer of liability in the event of its concurrent negligence, or in the event of its failure to use due diligence to remedy the situation and remove the cause in an adequate manner and with all reasonable dispatch, nor shall such causes or contingencies affecting performance relieve either party from its obligations to make payments of amounts then due hereunder in respect of gas theretofore delivered.

In case the supply of gas is interrupted, curtailed or cut off by Company pursuant to the terms and provisions of this Negotiated Contract, the Rules and Regulations or the Tariff, or for any other cause or reason authorized or prescribed by law, or by order, rule or directive of any governmental body having jurisdiction, or by force majeure, Company shall have no liability to Customer for damages of any nature whatsoever on account of such failure in service or any consequences resulting there from or from the restoration of service thereafter.

**19. LEAKAGE OF GAS:** Customer agrees to give immediate and appropriate notice as provided in Paragraph 22 of this Negotiated Contract to Company by calling Chattanooga Gas Company's 24-hour Emergency Gas Leak number 866-643-4170 or 911 when any leakage of gas is discovered, and Customer agrees to take all commercially reasonable precautions, including without limitation:

- Customer personnel shall leave the area immediately if they detect a natural gas leak. Customer personnel shall not try to identify the source or to stop the leak themselves.
- Customer personnel shall open doors and windows to improve ventilation if it is possible to do so quickly and easily.
- Customer personnel shall not turn on or off lights or other electrical equipment.
- Customer personnel shall avoid touching anything that may cause a spark. This includes lighters, matches, cigarettes, flashlights, light switches and telephones in the area of the suspected leak. Customer personnel should even wait until they are away from the area to use a cell phone or two way radio.
- Customer personnel shall stay away from the area until a Chattanooga Gas or emergency personnel representative indicates it is safe to return.

Customer shall train and advise its personnel to ensure compliance with this Paragraph 19. Customer agrees not to use any flame or light of any character, electrical switches or other

equipment that might produce a spark, or other igniting medium in the proximity of escaping gas or to do or suffer to be done any act which would ignite such gas and to shut off the flow of gas immediately.

**20. RESPONSIBILITY AND LIABILITY:** Customer assumes full responsibility and liability for the maintenance and operation of the Plant and the Site, and shall indemnify and hold harmless Company from all liability and expense, including attorneys' fees, on account of any and all damages, claims and actions, including injury to and death of persons, arising from any act or omission of Customer, except in the event of Company's sole negligence. Company shall not, in any way, be responsible for the distribution, control or care of the gas beyond the point of its delivery to Customer, which point shall be Company's metering facilities, and shall not be liable for damages on account of injuries to persons or property resulting in any manner from the receiving, use or application by Customer of such gas, including without limitation as a result of a leakage of gas beyond the point of its delivery to Customer. UNLESS EXPRESSLY SET FORTH HEREIN OR IN COMPANY'S RULES AND REGULATIONS OR TARIFF, EXCEPT FOR EITHER PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, UNDER NO CIRCUMSTANCES SHALL EITHER PARTY HERETO BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES FOR LOST PROFITS OR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS (INCLUDING, WITHOUT LIMITATION, COVER), REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, WARRANTY, STRICT LIABILITY OR TORT, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE TERMS OF THIS PARAGRAPH SHALL SURVIVE TERMINATION OF THIS NEGOTIATED CONTRACT.

**21. TERMINATION OF SERVICE:** Customer agrees that Company may terminate or suspend delivery of gas for any default in payments for gas delivered or for any breach by Customer of the conditions set out herein, if such default continues after Company has given Customer thirty (30) days written notice thereof. In addition, Customer may terminate or suspend service from Company if Customer shall have discontinued its operations and dismantled its Plant in which event Customer shall be relieved from its obligation to pay any future charges. In the event of a default by Customer, other than for payment for service, which cannot be reasonably cured within thirty (30) days of written notice, additional time may be granted in Company's sole discretion, provided Customer has commenced the cure of such default within such thirty (30) days.

Customer also agrees that Company may, in its sole discretion, suspend service immediately and without notice in the event Customer fails to provide a safe environment for Company's facilities or fails to operate and maintain Customer's facilities in conformity with applicable codes and regulations. Any failure of Company to exercise any such right to discontinue service to Customer shall not prevent Company from exercising such right in respect to any breach or event which may subsequently occur. Either party will have the option, but not the obligation, to terminate this Negotiated Contract and without the payment of any penalties or charges (other than charges then due and payable up to the date of termination) if (i) the other party shall become insolvent or shall make an assignment for benefit of creditors, or a transfer in fraud of creditors, or (ii) the other party shall file a petition under any section of the National Bankruptcy Act, or under any similar law or statute of the United States or any State thereof, or there shall be filed against such other party a petition in bankruptcy or insolvency or any similar proceeding, which shall not be dismissed within ninety (90) days, or such other party shall be

Judged bankrupt or insolvent in any similar proceeding filed against it; or (iii) a receiver or trustee shall be appointed for all or substantially all of the assets of such other party. A party will exercise its termination option by delivering to the other party, within six (6) months after obtaining actual knowledge of the occurrence of any one or more of such events, written notice of such termination identifying the termination date.

**22. NOTICE:** All correspondence and notices required under this Negotiated Contract except notices of curtailment, "force majeure" or restoration of service, are to be addressed as follows:

To Customer: Ben Gibson, Supply Chain Manager  
(423) 402-6892  
[Ben.Gibson@kordsa.com](mailto:Ben.Gibson@kordsa.com)  
Amy Mohn, Finance Manager  
(423) 779-7340  
[Amy.D.Mohn@kordsa.com](mailto:Amy.D.Mohn@kordsa.com)  
Kordsa, Inc.  
4501 North Access Road  
Chattanooga, TN 37415

To Company: **Paul C. Leath**  
Director, Regional Operations  
Chattanooga Gas & Northwest Georgia Region  
(423) 490-4232 office  
[pleath@southernco.com](mailto:pleath@southernco.com)

Notices with respect to curtailment of gas or restoration of delivery of gas or with respect to "force majeure" shall be given by the parties in writing or by facsimile or orally in person or by telephone, or by e-mail to the person or one of the persons designated from time to time by each party authorized to receive such notices in a form provided by Company. If Customer shall not have made such designation or, if made, Company is unsuccessful in its efforts promptly to establish communication with the person or one of the persons so designated, then in any such event said notice shall be given by Company to any person or persons who are on said premises or who answer Customer's telephone.

**23. MISCELLANEOUS PROVISIONS:** No agent or employee of Company or Customer has any power to waive or modify any of the provisions of this Negotiated Contract or to make any promises or representations contrary to, expansive of, or inconsistent with the provisions hereof, unless agreed to in writing by both Parties. This instrument constitutes the entire contract between the Parties relating to the subject matter hereof. The Parties may, however, enter into separate contracts for additional service under particular tariff provisions or rate schedules of Company. If they do so, such additional service shall not be governed by this instrument but by such other contract or contracts. This Negotiated Contract shall be binding upon the Parties hereto, their successors or assigns, and shall be governed by the laws of the State of Tennessee. Venue for any civil action arising out of this Negotiated Contract shall be Hamilton County, Tennessee, unless otherwise provided by the Rules and Regulations or Tariff.

Each Party represents and warrants that, as of the date hereof and the service commencement date, (i) it has all necessary power and authority to own, lease and operate its assets and to carry on its business as presently conducted and as it will be conducted pursuant to this

Negotiated Contract; (ii) it has all necessary power and authority to enter into this Negotiated Contract and to perform its obligations hereunder, and the execution and delivery of this Negotiated Contract and the consummation of the transactions contemplated by this Negotiated Contract have been duly authorized by all necessary actions on its part; and (iii) this Negotiated Contract constitutes a legal, valid and binding obligation of such Party, enforceable against it in accordance with its terms.

EXCEPT AS SPECIFICALLY SET FORTH IN THIS NEGOTIATED CONTRACT, COMPANY MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, REGARDING THE SERVICES PROVIDED BY COMPANY PURSUANT TO THIS NEGOTIATED CONTRACT OR ANY OTHER MATTER, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND IMPLIED WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE.

**24. SPECIAL NOTICE:** Subject to the provisions of Paragraphs 4.1, 4.2, 13, 14 and 33 hereof, the rates, terms and conditions stated in this Negotiated Contract are subject to approval of and to change by the Commission in the manner prescribed by law at any time. In the event of disapproval or any such change, the rates, terms and conditions approved by and/or prescribed by the Commission will be applied as of the effective date of such disapproval, approval or change, and not retroactively.

**25. APPROVALS AND REGULATORY STATUS:** This Negotiated Contract is entered into pursuant to applicable Rules and Regulations of the Commission to avoid a bypass by Customer. The Parties agree that good faith negotiation has determined the terms and provisions of this Negotiated Contract. Company is required to submit this Negotiated Contract to the Commission for approval. The Commission may disapprove the Negotiated Contract, in which case this Negotiated Contract shall no longer be effective and shall terminate. Customer agrees to cooperate in the filing of any such petition and in the submission of necessary information to seek approval of this Negotiated Contract. This Negotiated Contract shall be terminated if any necessary regulatory authority causes it to be revoked, canceled, or terminated. Customer agrees to cooperate with Company in good faith to secure all regulatory authority necessary to effectuate this Negotiated Contract, including, without limitation, granting Company permission to petition the Commission for entry of a protective order finding that the information filed is confidential.

**26. CONFIDENTIALITY:** "Confidential Information" means any information relating to, or disclosed by one party to the other in the course of, the negotiation and implementation of the relationship contemplated by this Negotiated Contract, the content of negotiations between the parties, the terms and conditions of this Negotiated Contract to the extent granted confidential treatment by the Commission, technical and non-technical processes, formulas, data, designs, methods, techniques, drawings, products, inventions, improvements and methods, source codes, sales, cost and other unpublished financial information, product and business plans, projections and marketing data. Confidential Information shall not include information (a) already lawfully known to or which is hereafter independently developed by the receiving party without reference to any Confidential Information belonging to the disclosing party, (b) disclosed

In published materials of the disclosing party, (c) generally known to the public, or (d) lawfully obtained from any third party without violation of any similar confidentiality obligation.

The parties acknowledge that during the performance of this Negotiated Contract, each party will have access to certain of the other party's Confidential Information. Both parties agree that all items of Confidential Information are proprietary to the disclosing party and shall remain the sole property of the disclosing party. The party receiving the Confidential Information (the "Receiving Party") from the other party (the "Disclosing Party") under this Negotiated Contract will: (i) use the Confidential Information only to perform its obligations under this Negotiated Contract; (ii) not reproduce the Disclosing Party's Confidential Information and will hold in confidence and protect the Disclosing Party's Confidential Information from dissemination to, and use by, any third party; (iii) restrict access to the Disclosing Party's Confidential Information to such of its personnel, agents, and/or consultants, if any, who have a need to have access and who have been advised of and have agreed in writing to treat such information in accordance with the terms of this Negotiated Contract; and (iv) return or destroy all Confidential Information of the Disclosing Party in its possession upon termination or expiration of this Negotiated Contract. The Receiving Party will protect the Disclosing Party's Confidential Information from unauthorized use, access, or disclosure in the same manner as the Receiving Party protects its own confidential or proprietary information of a similar nature and with no less than reasonable care.

Each party may disclose Confidential Information (1) in response to an order of a court or other governmental body; provided, however, that the party making the disclosure pursuant to the order shall first have given notice to the other party; (2) as required by law or regulation to be disclosed; or (3) in order to establish a party's rights under this Negotiated Contract, including to make such court filings as may be required; provided, however, that in each case, the party

required to disclose minimizes such disclosure to the extent legally permissible. Each party's obligations under this Paragraph 26 will survive for two (2) years after expiration or termination of this Negotiated Contract; provided that, with respect to Confidential Information that constitutes a trade secret, each party's obligations will continue for so long as such information continues to constitute a trade secret under applicable law.

**27. ETHICAL STANDARDS:** Customer will conduct its business with, or on behalf of, Company in a manner that is consistent with the standards set forth in the Southern Company Gas Code of Ethics (the "Code of Ethics"). Customer acknowledges that it has received a copy of the Code of Ethics or will obtain a copy on line and that if it has any questions regarding the Code of Ethics, it will contact the Southern Company Gas, Director of Ethics and Compliance at 404-584-3572. The Code of Ethics is also available at [www.southerncompanygas.com](http://www.southerncompanygas.com).

**28. PUBLICITY:** Unless otherwise specified in writing by Company, Customer will not use the name "Chattanooga Gas Company" or any mark, logo or trade name owned or used by Company or its affiliates, in any press release, marketing or promotional materials or presentations, in any medium whatsoever, except as may be required by law.

**29. INDEPENDENT CONTRACTOR:** Company will perform its obligations under this Negotiated Contract as an independent contractor of Customer. Nothing herein will be deemed

to constitute Company and Customer as partners, joint venturers, or principal and agent. Neither party has the authority to represent the other party as to any matters, except as expressly authorized in this Negotiated Contract. Neither party may create or incur any liability or obligation for or on behalf of the other party, except as described in this Negotiated Contract. With respect to its own personnel, each party is independently responsible for all obligations incumbent upon an employer.

**30. ASSIGNMENT:** Customer shall not assign this Negotiated Contract, wholly or in part, without the prior, reasonable, written consent of Company except that Customer may assign this Negotiated Contract to any affiliate of Customer or to any purchaser of Customer's facilities, subject to Company's reasonable approval of the creditworthiness of such affiliate or purchaser. Any such permitted assignment shall be binding upon Company only after proper written notice shall have been received by Company.

**31. THIRD PARTY BENEFICIARY:** Nothing in this Negotiated Contract, express or implied, is intended to confer any rights, benefits, remedies, obligations or liabilities on any person other than the parties or their respective successors or permitted assigns.

**32. COUNTERPARTS:** This Negotiated Contract may be executed in one or more counterparts, each of which will be deemed an original but all of which taken together will constitute one and the same instrument.

**33.** [REDACTED]

[REDACTED]

*Ch*

IN WITNESS WHEREOF, the parties hereto have caused this Negotiated Contract to be executed by their duly authorized officers as of the date first above written.

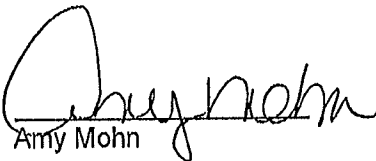
KordSA Inc.

Customer

By:   
Bryan Coleman

Title: HR Manager - NA

Date: 8/20/21


By:   
Amy Mohn

Title: Finance Manager - NA

Date: 8-20-2021

Chattanooga Gas Company

Company

By:   
Tiffany Callaway-Ferrell

Title: VP, Operations – AGL & CGC

Date: Aug 23, 2021

EXHIBIT A

[Form of Agreement]

EXHIBIT B

[Form of Agreement]

EXHIBIT C

[Sample Calculation]



800 427 5463 phone  
www.chattanoogagas.com

2207 Olan Mills Drive  
Chattanooga, TN 37421

## CHATTANOOGA GAS

### Election of Service

I, the undersigned, hereby elect to receive natural gas service at the following location:

Kordsa Inc

(Customer Account Name)

4501 N Access Rd

Chattanooga, Tn, 37415

(Service Address)

[REDACTED]

(CG Account #)

4501 N Access Rd

Chattanooga, Tn 37415

(Billing Address)

under Chattanooga Gas' rate schedule(s) as follows:

(Please initial besides only one of the following rate options)

#### Chattanooga Gas Sales Gas

☐ 100% Firm (F-1)

☐ 100% Interruptible (I-1)

☐ Interruptible w/ some firm ☐ Dth/Day ☐ Dth/Hr. (1/18 of Daily) (F-1/T-1)

#### 3<sup>rd</sup> Party Transportation

☐ 100% Large Volume Firm (F-1/T-2)

☐ 100% Interruptible (T-1)

☐ Interruptible w/some firm requirement ☐ Dth/Day ☐ Dth/Hr (1/18 of Daily) (F-1/T-2/T-1)

☐ 100% Low Volume Firm (T-3)

☐ Interruptible w/some firm requirement ☐ Dth/Day ☐ Dth/Hr (1/18 of Daily) (SPECIAL)

I understand this election is for a term extending from , and shall continue thereafter year after year unless a subsequent election is made to discontinue service in accordance with the Terms of the Tariff. I further agree to accept and be bound by all Terms and Conditions of the above designated rate schedule(s) and Rules and Regulations in connection with service hereunder, which are now or may hereafter be issued, promulgated, approved or otherwise made affective by the Tennessee Public Utilities Commission or any other governmental body having jurisdiction thereof.

(Signature)

(Name – Please Print)

(Title)

Please E-mail to: LHWOODAL@southernco.com

**CHATTANOOGA GAS COMPANY**  
THIRD PARTY SUPPLIER (TPS) AGREEMENT

THIS AGREEMENT executed by the undersigned Customer who will receive service (the "Customer") from CHATTANOOGA GAS COMPANY ("Company") and the undersigned Third Party Supplier ("Designated TPS") who will act on behalf of the Customer pursuant to the applicable provisions of the Company's Tariff.

WITNESSETH:

WHEREAS, the Customer desires to engage the Designated TPS to act on its behalf on the Company's system pursuant to the provisions of the Company's Tariff; and

WHEREAS, the Designated TPS desires to operate on behalf of the Customer pursuant to the Company's Tariff; and

WHEREAS, the Customer and the Designated TPS desire to execute this Agreement in order to set forth the terms and provisions of the agreements and understandings between them which will become effective from time to time.

NOW, THEREFORE, in order to induce the Company to permit the Designated TPS to operate on its system on behalf of the Customer and in consideration of the mutual covenants and agreements herein, the Customer and the Designated TPS hereby agree with one another and with the Company as follows:

1. The following information relates to the Customer and has been furnished by the Customer:

Customer's Name \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Address (es) where Gas Service is to be provided (if different from mailing address):  
\_\_\_\_\_  
\_\_\_\_\_

Chattanooga Gas Company Account No. of Customer: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

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

2. The following information relates to the Designated TPS and has been furnished by the Designated TPS:

Designated TPS's Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Chattanooga Gas Company Account Number of Designated TPS: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

3. The following terms and provisions shall become effective during each period when a Current TPS Designation has been executed by the Customer and accepted by the Company:

- A. During the period of this agreement, the Customer designates and authorizes the Designated TPS to secure services from the Company on behalf of the Customer from time to time and Designated TPS agrees to secure such services on behalf of Customer during such periods in accordance with all applicable provisions of the Company's Tariff.
- B. During the period of this agreement, the Customer authorizes the Company from time to time to disclose to the Designated TPS the Customer's Gas usage and requirements.
- C. By the execution of this Agreement the Customer will be deemed to warrant to the Company that Designated TPS herein has agreed to be the sole supplier of the Customer and the Designated TPS will be solely responsible for informing the Customer of any Daily Balancing Orders that may be issued by the Company from time to time.

IN WITNESS WHEREOF, the Undersigned Customer and Designated TPS have executed this Agreement as of the \_\_\_\_\_ day of \_\_\_\_\_, in the year of \_\_\_\_\_

_____	_____
Customer	Designated TPS
By: _____	By: _____
Title: _____	Title: _____

**Note: Please E-mail to [lhwoodal@southernco.com](mailto:lhwoodal@southernco.com) and [gmcleod@southernco.com](mailto:gmcleod@southernco.com). The Company reserves the right to require three days notice but will process these changes up to the day before on a "best efforts" basis. It is recommended**

**Customers or their Designated TPS contact their CGC account manager to ensure these agreements are received and processed in time, particularly if submitted on short notice and/or after hours or weekends/holidays.**

[REDACTED]

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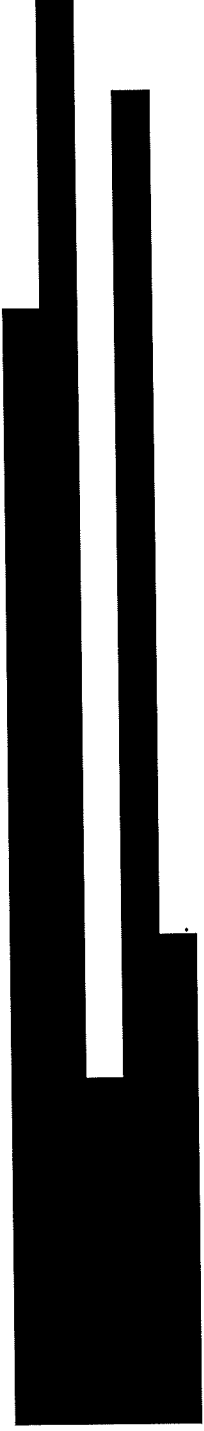
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