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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: Docket No. 21-00094.

Dear Tory,

Please accept the attached testimony in the above-captioned docket. If you have any questions, feel free to call me at 615.252.2363.

Sincerely,

BRADLEY ARANT BOULT CUMMINGS, LLP

By: _____

Henry Walker

HW/mf
Enclosures

cc: Floyd Self

Before the
Tennessee Public Utilities Commission
Docket No. 21-00094

Chattanooga Gas Company

Direct Testimony of
Ben Gibson

On Behalf of
Kordsa, Inc.

September 3, 2021

Direct Testimony of Ben Gibson

Q. Please state your name, business address and occupation.

A. I am Ben Gibson, North American Supply Chain Manager, for all Kordsa Inc. facilities located in Chattanooga, Tennessee and Laurel Hill, North Carolina. My business address is 4501 N. Access Rd. Chattanooga, Tennessee, 37315.

Q. What are your principal responsibilities as Chain Manager for Kordsa?

A. In this role, I am the liaison between Kordsa, our sales staff and our customers regarding short-term forecasts for customer requirements. I deliver end-to-end management to maintain the right inventory levels for the factory. Additionally, I lead warehouse and transportation operations for domestic and international supplies via ocean, air, truck and rail. I spearhead company imports and exports by ensuring trade compliance through customs clearance, importer security filings, and the maintenance of comprehensive import/export documentation. I also provide strategic direction to planning specialists in formulating production plans for the North Carolina and Tennessee regions. I also chair a team of nine direct and over fifteen indirect reports to manage the S&OP process and sales forecasts. I serve as a key member of the Regional Management Team, the Fiduciary Committee, and the Health/Benefits Committee while steering overall supply

chain operations, including purchasing and inventory of raw materials, selecting vendors, and distributing finished goods.

Q. Please outline your educational, professional training and experience.

A. I have been in my supply chain role at Kordsa for just over 2 years. Prior to my employment at Kordsa, I worked at Komatsu America Corp. in various supply chain and procurement related positions. I have a degree in Supply Chain Management from the University of Tennessee and a M.S. in International Trade and Logistics from the University of Southern Mississippi. Additionally, I am a licensed U.S. Customs broker.

Q. Have you previously submitted testimony to the Tennessee Public Utilities Commission or other regulatory authority in Tennessee?

A. No.

Q. What is the purpose of your testimony?

A. I will present information regarding the natural gas requirements of our facility in Chattanooga, and Kordsa's plans to construct a natural gas pipeline that would connect our plant directly to East Tennessee Natural Gas Pipeline. I am also here

to request the Commission's approval of the special contract between Kordsa and Chattanooga Gas.

Q. Please provide information on the amount of natural gas used at your facility and what natural gas is used for?

A. Kordsa uses natural gas for large boilers to produce steam and in other plant processes requiring higher temperatures. It is our understanding that we are one of CGC's larger gas users.

Q. Please describe the history of your manufacturing business and the importance of competitive energy for your North American facilities.

A. Kordsa purchased the Chattanooga plant and assets in 2018 from Invista Inc. Kordsa's Chattanooga plant manufactures nylon fiber cords used in tire manufacturing. Kordsa employs 230 full-time employees in Chattanooga.

Q. What is your understanding of the history of the prior special contract between Kordsa and CGC?

A. As the Commission is aware, the location of Kordsa's facility so close to the East Tennessee pipeline makes the bypass both a practical and economical alternative. Because of that, the Commission approved a special contract between

Chattanooga Gas and Dupont in 1999. Kordsa was assigned the contract when Kordsa purchased the plant site from Invista in 2017. The special contract expired in November 2019.

Q. What affect did the termination of the special contract have on Kordsa?

A. Our natural gas transportation costs increased substantially.

Q. What actions did Kordsa take to address the higher natural gas costs?

A. Kordsa hired an engineering firm, Rod Walker & Associates, to perform a study of the economics and practicality of building a pipeline to connect Kordsa to the East Tennessee line. See Exhibit 1. Since the East Tennessee line is only 2500 feet from Kordsa's facilities, we determined that Kordsa could construct its own natural gas pipeline for approximately \$1.5 million to connect with the interstate line and substantially reduce Kordsa's cost of gas. Kordsa then obtained the necessary easements (see Exhibit 2) and received confirmation from East Tennessee Natural that a tap would be provided at Kordsa's requested location. Finally, Kordsa solicited and obtained bids for the construction of the line. See Exhibit 3. If the special contract is not approved, we are ready to move forward.

Q. Please describe Kordsa's analysis of the economic advantages of the bypass.

A. Once again, because Kordsa's site is so close to the East Tennessee line, Kordsa can save money by building its own line to bypass CGC's facilities. This was true for Dupont and the same is true for Kordsa. Our consultants and engineers estimated that the total annual cost of building and operating our own line would be approximately \$200,000 per year or a little less. This estimate included the fees to be paid to East Tennessee. We shared our analysis, which would substantially reduce Kordsa's gas transportation costs, with CGC.

Q. Did CGC accept Kordsa's cost estimate?

A. No, CGC stated that it believed that Kordsa underestimated the total cost of bypass. Nevertheless, CGC proposed special contract rates that Kordsa agreed to and accepted.

Q. Does this special contract provide Kordsa with the same savings which could be achieved by bypassing CGC?

A. The discounted gas rate is certainly preferable to paying CGC's tariffed rate. However, under the terms of this special contract, our transportation rates can still be increased each year. We would not likely incur any increase if we operated and built our own gas pipeline. Nevertheless, we believe that the special contract is advantageous to Kordsa and ask the Commission to approve it.

Q. Is the bypass imminent if the special contract is not approved?

A. Yes. We are ready to move forward if this contract is not approved by the Commission.

Q. Is this special contract in the best interest of Chattanooga Gas Company's other rate payers?

A. Yes, I believe it is. Kordsa understands that CGC's analysis shows that the special contract rate is necessary to prevent Kordsa from bypassing CGC but that, under the proposed rates, CGC can retain Kordsa as a customer while receiving sufficient revenue to cover CGC's incremental costs of providing service and to make a contribution to CGC's overhead. Furthermore, the special contract requires Kordsa to share a portion of future rate increases granted to CGC, thus reducing increases to other customers.

Q. Does this complete your testimony on this special contract filing?

A. Yes.

EXHIBIT 1

Engineering Report

FINAL REPORT
PIPELINE FEASIBILITY STUDY

PREPARED FOR

Tennessee Energy Consultants

JUNE 2019

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ROD WALKER & ASSOCIATES
CONSULTANCY

SUMMARY	3
PROJECT OBJECTIVE	3
PROJECT APPROACH	3
POTENTIAL TAP LOCATIONS	4
PROPOSED PIPELINE ROUTE OPTIONS DISCUSSION	6
ROUTING SUMMARY	6
OPTION 1 – N ACCESS Rd ROUTE	6
OPTION 2 – WASTEWATER PLANT LAND ROUTE	8
OPTION 3 – KORDSA DRIVE/WAY ROUTE	9
PROPOSED PIPELINE COST DISCUSSION	11
DESIGN CONSIDERATIONS	11
ROUTE 1 – N ACCESS ROAD ROUTE	12
ROUTE 2 – WASTEWATER PLANT LAND ROUTE	12
ROUTE 3 – KOROSA DRIVEWAY ROUTE	13
MAP OF POTENTIAL ROUTES	14
NATURAL GAS OPERATOR OVERVIEW	15
REQUIREMENTS	15
REGULATORY FILINGS	15
DESIGN/CONSTRUCTION	15
OPERATIONS & MAINTENANCE	15
EMERGENCY RESPONSE	16

Summary

PROJECT OBJECTIVE

The Project Objective was to perform a high-level feasibility study of the gas supply options to physically by-pass the local natural gas distribution company currently serving an industrial client and provide gas service directly from the nearest pipeline with sufficient capacity identifying potential routes and costs for the pipeline facilities. In addition, a review was made of the local, state and federal requirements and regulations that the industrial client and pipeline facilities would fall under as well operations and maintenance tasks that would be required.

Specific Objectives of the Project included:

- Review gas supply needs of the industrial client (loads, delivery pressures, etc.)
- Identify nearest pipeline(s) with sufficient capacity to serve the industrial client
- Identify potential route(s) from pipeline to industrial client
- Develop initial high-level cost estimate of gas facilities needed for by-pass
- Initial field review to determine constructability of new gas facilities, potential constraints
- Provide Summary Report of data and analysis of by-pass study

To meet the Project Scope and Objectives, the following Project Approach was followed:

PROJECT APPROACH

1. Project Kick-Off Meeting/Data Request
2. Identify Potential Pipelines for By-Pass
 - Review public data i.e. National Pipeline Mapping System, pipeline web sites to identify nearest pipeline to industrial client with sufficient capacity to serve gas supply needs.
 - Review industrial client data on gas supply needs i.e. min/max loads, delivery pressures, process specific needs, daily load duration times, interruptible service, etc.
 - Field review of potential pipeline tap locations.
 - Field review of connection of new gas line to industrial client location.
3. Identify potential routes for by-pass
 - Review public data i.e. Google maps, National Pipeline Mapping System to determine best desktop route options to serve industrial client.
 - Select best potential route(s)
 - Conduct initial field review to determine route(s) constructability, constraints
 - Develop initial map of best route(s) to serve industrial client
4. Develop high-level budget cost estimate
 - Develop project cost estimate for new gas facilities
 - Pipeline interconnection tap fees and facilities

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3

- Gas pipeline from tap with pipeline to industrial client location
- Easement/Permitting costs
- Gas metering/regulating, odorization costs
- List typical gas operations & maintenance tasks and annual costs
- Other potential project costs.

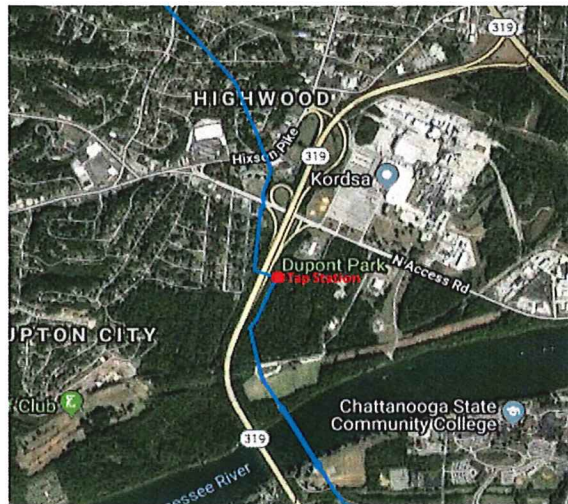
5. Develop Report

- Summary report
- Map of potential routes
- Budgetary cost estimate(s)
- Regulatory Filings/Requirements
- Operations and Maintenance/Emergency Response requirements

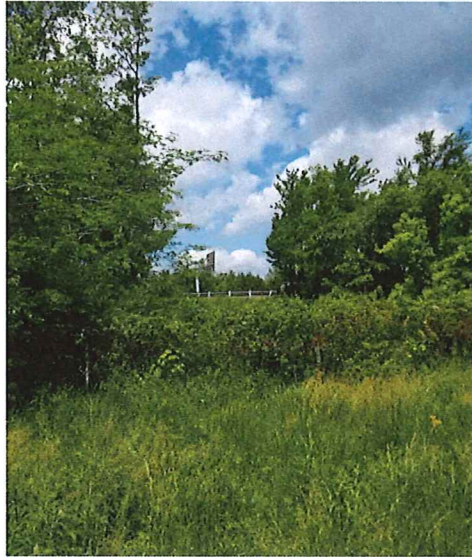
POTENTIAL TAP LOCATIONS

1. East Tennessee Natural Gas (ETNG) Main Pipeline

- Tap could be installed off the ETNG main line (12", 20" pipelines) 200 ft to the SE Side of Dupont Parkway. This location would serve as the starting point for all three proposed routes. The map below shows the ETNG Line with the tap location marked in red. An easement (1 Acre) would need to be acquired at the pipeline tap location with ETNG for the meter/regulator station with one section for ETNG and one for the industrial client.



Potential Tap Location – Map of ETNG Line



Tap Location – Dupont Pkwy. South East side-next to existing ETNG Transmission Line



Potential Tap Location – South-east of Dupont Pkwy

Proposed Pipeline Route Options Discussion

ROUTING SUMMARY

Several routes were reviewed for the best potential route(s) from the ETNG tap to the industrial client's location. All route(s) will tie into the ETNG Pipeline at the same tap location. Routes were reviewed using Google Maps and a field analysis to determine how viable each route would be. From our analysis, each route will be installed on a combination of private easement and public Right-of-Way (ROW). For the private easement portions of the routes a 20' permanent easement plus a 25'-50' construction easement would be acquired from one landowner along the two parcels the pipeline will cross. The only unknown at this level of investigation is how much and what type of rock along the route i.e. hoe rock or blast rock.

OPTION 1 – N ACCESS RD ROUTE



The pipeline can be installed on private easement from the tap location with ETNG to N Access Rd, where the pipeline will follow N Access Rd South East until parallel with the industrial client's meter set. At this point, the pipeline would then cross under the road and be installed on the client's property up to the meter set location.

The private easement for the pipeline would be acquired from one landowner along the route on a strip 20' wide for permanent easement and 25-50' temporary construction easement adjacent to the 20' permanent easement.

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6

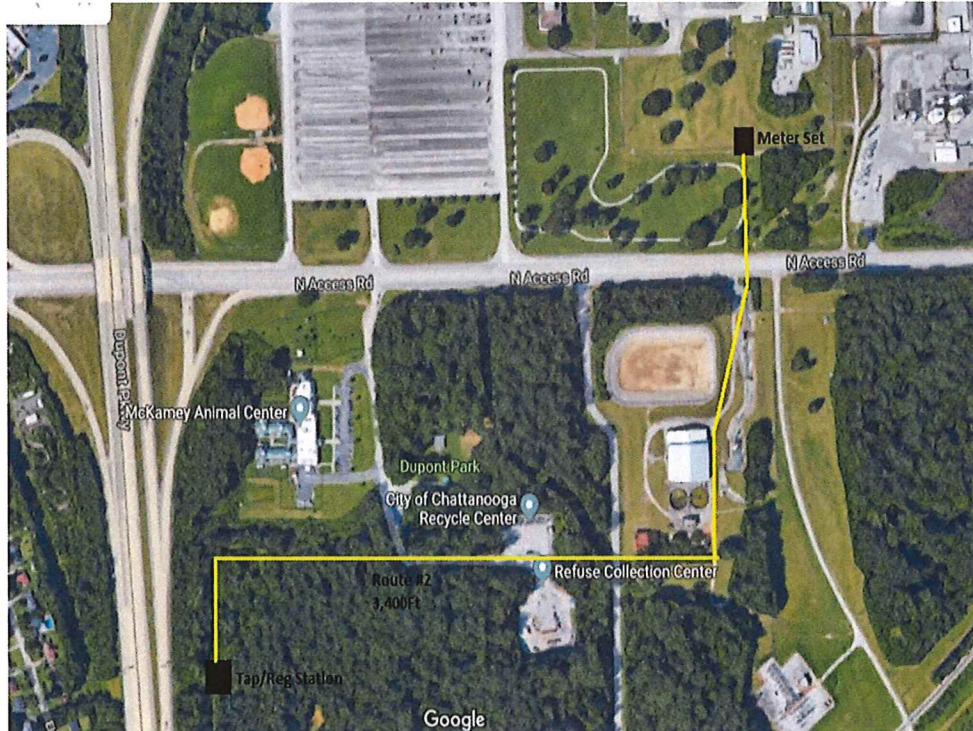
The route is flat and the cleared pathway along the wooded area of the route from the tap location to the animal shelter driveway, will reduce clearing costs for the ROW. Overall, the route is well suited to install, operate and maintain a gas pipeline and associated facilities.

A cost estimate is found below in this report.



Picture of potential private easement route from tap station looking north. The route would continue up and turn right down the path towards the private driveway to the animal shelter.

OPTION 2 – WASTEWATER PLANT LAND ROUTE



The pipeline would be installed through the woods north east from tap location, along the City of Chattanooga Refuse Collection Center drive to another wooded area to the client's wastewater plant. From here, the pipeline would proceed on the industrial client's land until parallel with the client's meter set across N Access Road. This route will be the most direct route and would allow more use of the industrial's clients land. Overall, the route is well suited to install, operate and maintain a gas pipeline and associated facilities.

A cost estimate for this route can found below in this report.

The pipeline would be installed on mixture of private easement and public right-of-way from the tap location with ETNG on the south West side of Dupont Pkwy following the same initial path and route along the Animal Center driveway as Option #1 to the corner with N. Access Road. At the corner the pipeline route turns right and would be installed along N Access Road right-of-way to a location adjacent across N Access Road to the industrial client's driveway. From here the pipeline would be installed by bore under N Access Rd and continue up the industrial client's land to the meter set location.



Intersection of N Access Road and industrial client's driveway at location where pipeline would cross N Access Road

This route is mostly flat and clear of any obstacles with the exception of being installed in the driveway incurring more costs for asphalt and concrete sawing and repair. Overall, the route is well suited to install, operate and maintain a gas pipeline and associated facilities.

A cost estimate of this potential route can be found below in this report.

Proposed Pipeline Cost Discussion

The budgetary cost estimates were derived from desktop discussions with contractors who are versed in building natural gas facilities in Tennessee near the project location, vendors and suppliers, who provided unit costs for similar projects without viewing the project in the field nor receiving any detailed design information during the Feasibility Study stage.

The pipeline can largely be constructed on public right-of-way with limited need for private easements regardless of the route selected. The largest single cost of the pipeline regardless of route option is the East Tennessee Natural Gas (ETNG) tap costs, which have been quoted at \$500,000 by ETNG representatives.

Design Considerations

The gas facilities specified in this preliminary high-level design were sized to meet the gas load, pressure and reliability needs of the industrial client for existing and expected future loads for the next 20 years. Some assumptions, findings from reviewing options with pipe sizing and pressure as follows:

1. ETNG 12' and 20 steel mains operate at 400-600 psig and have a maximum allowable operating pressure (MAOP) of 973 psig.
2. The new pipeline should be tested for a MAOP of 300 psig (450 psig).
3. Meter/regulator station at the new tap will reduce the pressure from ETNG to 150 psig.
4. We found that 4" steel will only have a pressure drop of – 2.47 psig vs 1.5 psig drop with 6" steel over the length of the three proposed routes. Difference between 4" steel and 6' steel installed is approximately \$100,000.

Cost estimate options are for 4" steel pipe with the same tap station, meter and regulator station configuration and equipment. A private easement will be required for the tap, meter and regulator station regardless of route option chosen.

The only difference in the options is the potential cost and time difference between the public right-of-way and private easement options primarily in the permitting and acquisition phase as the construction phase cost and timing is essentially the same regardless of the option. Any differences worth noting are listed below each option.

At this stage, each option is viable from a construction, cost, schedule and reasonableness perspective and should be considered until a deeper constructability review is performed.

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11

ROUTE 1 – N ACCESS ROAD ROUTE

Private easements would be acquired from ~ 2 parcels on a 20' permanent easement and 25-50' adjacent temporary construction easement on a route shown in the attached map in red. At the entrance of the Animal Center, the pipeline will be installed on public right-of-way on N Access Rd, until parallel with the industrial client's meter set. At this point the pipeline will cross under the road to the meter set. There are no notable cost differences on this route.

Route #1 - 4" Pipeline – N Access Rd		
1	Materials	\$ 84,389.80
2	Construction Services (Labor)	\$ 182,360.00
3	General Services	\$ 154,572.63
4	Tap Station	\$ 918,000.00
5	20% Contingency	\$ 84,264.49
TOTAL COST		\$ 1,423,586.92

ROUTE 2 – WASTEWATER PLANT LAND ROUTE

The gas pipeline will be installed on 20' private easement and accompanying 25-50' construction easement through two Parcels, to the industrial client's wastewater treatment property across from the plant. The pipeline will cross N Access Rd to the industrial client plant location as shown on the attached map in yellow.

Route #2 - 4" Pipeline – Utilize Water Plant Land		
1	Materials	\$ 86,674.00
2	Construction Services (Labor)	\$ 186,600.00
3	General Services	\$ 155,068.08
4	Tap Station	\$ 918,000.00
5	20% Contingency	\$ 85,668.42
TOTAL COST		\$ 1,432,010.50

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12

ROUTE 3 – KORDSA DRIVEWAY ROUTE

Private easements would be acquired from ~ 2 parcels on a 20' permanent easement and 25-50' adjacent temporary construction easement on a route shown in the attached map in blue. At the entrance of the Animal Center the pipeline will be installed on public right-of-way on N Access Rd, until reaching the industrial client's driveway. This option is a longer route than the other two, resulting in more pipe and fitting and higher material and construction prices. Also, this route will require concrete restoration which will add to the overall cost estimate. Installing a pipeline in the main driveway may be challenging to stage traffic yet maintain productivity in installing the pipeline.

Route #3 - 4" Pipeline – Kordsa Drive Way		
1	Materials	\$ 88,961.40
2	Construction Services (Labor)	\$ 380,480.00
3	General Services	\$ 154,572.63
4	Tap Station	\$ 918,000.00
5	20% Contingency	\$ 124,802.81
TOTAL COST		\$1,666,816.84

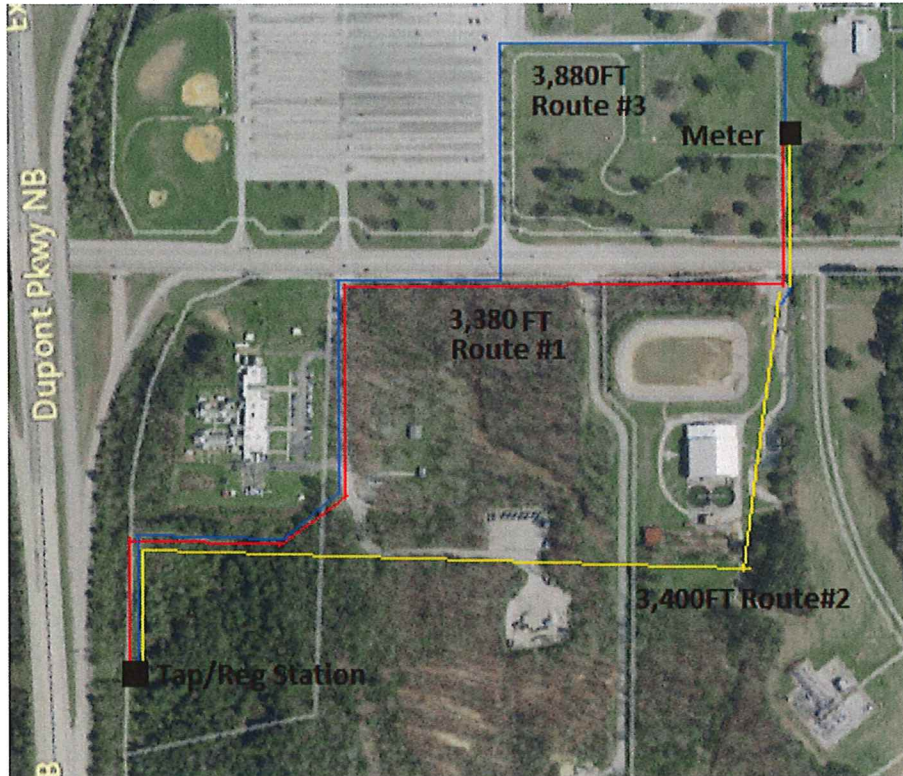
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13

Map of Potential Routes

Below is the map detailing the potential locations of the proposed pipeline.



Route #1 – Red/3,380Ft

Route #2 – Yellow/3,400Ft

Route #3 – Blue/3,880Ft

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14

Natural Gas Operator Overview

The operator of the new by-pass natural gas pipeline from the tap location to the industrial client plant location will fall under the jurisdiction of the federal Pipeline Safety Regulations found in 49CFR192 which governs the design, construction, installation, operations and on-going maintenance of the natural gas pipeline and its associated facilities i.e. meter/regulator station, valves, odorizer, cathodic protection equipment etc. While these regulations are developed and instituted at the federal level by Pipeline and Hazardous Materials Administration (PHMSA), the regulations are enforced locally at the state level by the Tennessee Public Utilities Commission (TPUC). Requirements are summarized below:

Requirements

REGULATORY FILINGS

The operator will file notice of construction forms and may have to register as a gas provider with the TPUC before starting construction if not already registered as a gas utility. Filings include a certificate of necessity, project design drawings, project schedule, and also various manuals will be needed before pipeline operations can begin-Operations & Maintenance, Emergency Response, Operator Qualification, Public Awareness, Integrity Management, Alcohol/Drug Plan, Control Room Management Plan.

DESIGN/CONSTRUCTION

The pipeline will be designed to specifications in the federal Pipeline Safety Regulations to ensure the compatibility and accuracy of material types, pressure, sizing, pressure, locations in relation to the public areas and overall safety. Please note the pipeline has been sized and designed for this study to these standards/regulations and is classified to be a high-pressure distribution pipeline instead of a transmission pipeline.

OPERATIONS & MAINTENANCE

The operator of the pipeline will be required to perform the following tasks on a monthly and annual basis to ensure proper operations and maintenance of the pipeline:

- **Annually:**
 1. Patrol Pipeline System
 2. Patrol Crossings (River, Railroad, Highway)
 3. Gas Leak Detection Surveys
 4. Pressure Regulating Stations
 5. Regulator Stations/Pressure Recorders/Relief Valves
 6. Valve Maintenance

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15

7. Corrosion Control-test point readings
 8. Corrosion Control-examination of above ground pipe
- **Monthly:**
 1. Corrosion Control-Rectifiers
 2. Odorization of Gas
 - **Other:**
 1. Locate pipeline facilities-locate requests
 2. File annual reports to PHMSA, TPUC

EMERGENCY RESPONSE

The operator of the pipeline will be responsible for monitoring its pipeline system 24 hours/day, 7 days/week and respond to any emergency within 30-60 minutes, making swift effective decision(s) to limit the impact to life and property. Once the incident is made safe, the operator will necessary incident forms to the TPUC and PHMSA depending of the magnitude of the incident.

EXHIBIT 2

Easement Agreement

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT (this "Agreement"), is made and entered into this 7 day of April, 2021, by and among CITY OF CHATTANOOGA, TENNESSEE, a Tennessee municipal corporation, with its principal office located at 101 E. 11th Street, Chattanooga, Tennessee 37402 (herein the "Grantor"), and KORDSA, INC., a Delaware corporation, with its principal office located at 4501 North Access Road, Chattanooga, Tennessee 37343 (herein the "Grantee").

WITNESSETH:

WHEREAS, Grantor is the owner of certain real property located in Hamilton County, Tennessee, as more particularly described in deed recorded in the Register's Office of Hamilton County, Tennessee at Book 5740, Page 493, and identified as Tax Map 119H A 001.03 (herein the "City Property"). The City Property is shown on the drawing attached hereto as Exhibit "A"; and

WHEREAS, Grantee is the owner of certain real property located in Hamilton County, Tennessee, as more particularly described in deed recorded in the Register's Office of Hamilton County, Tennessee at Book 11065, Page 846, and identified as Tax Map 119H A 001 (the "Kordsa Property"); The Kordsa Property is shown on drawing attached hereto as Exhibit "A"; and

WHEREAS, Grantor has agreed to grant a perpetual, non-exclusive easement for the purpose of installing, using, repairing, and maintaining a 25' natural gas easement across a portion of the City Property (the portion of such property where the easement is located is referred to herein as the "Easement Area").

NOW, THEREFORE, for and in consideration of \$10.00 Dollars and for other good and valuable considerations, the receipt, adequacy and sufficiency of which are hereby acknowledged, Grantor and Grantee do hereby covenant and agree as follows:

1. **Natural Gas Easement.** Grantor hereby grants, conveys and sets over to Grantee, and Grantee's successors and assigns, for the benefit of the Kordsa Property, a perpetual, non-exclusive easement on, over, across and under the Easement Area identified in Exhibit "A" for the purposes of installation, maintenance, repair, and use of an underground 8" natural gas line and related equipment and systems servicing same within the 25' wide Easement Area (the "Easement") (said 8" natural gas line and related equipment and systems being referred to herein as the "Subsurface Improvements"). Together with the further right of reasonable access to said Easement Area for the purpose of exercising the rights herein granted, Grantee agrees that no surface improvements to the Easement Area will be made and that no timber will be removed from the Easement Area without the express written consent of Grantor. Grantee also agrees that access to the City Property shall remain open and unimpeded, thereby requiring Grantee to bore under any portion of the Easement Area consisting of concrete or any other type of pavement.

2. **Temporary Construction Easement.** During the period of construction of the pipeline as described in this Easement, the Grantee shall have access to the area described on Exhibit "B." The temporary construction easement granted herein shall terminate on August 31, 2023.
3. **Identification of Contractors.** Prior to construction, Grantor shall be provided in writing the name, address and a contact person for each independent contractor or subcontractor that enters upon the Easement Area. Nothing herein shall limit the obligation and liability and responsibility of Grantee for any and all actions or activities occurring in connection with construction and Grantee's uses in general of the Easement Area.
4. **Construction Time Table.** Prior to conducting any construction or construction-preparation activities on the Easement Area (other than surveying and measuring), Grantee shall provide Grantor a written timetable setting forth the construction and completion schedule. The period of construction shall not exceed one hundred twenty (120) days.
5. **Construction Debris Removal.** Grantee agrees to remove all construction and debris from the Easement area at its sole expense within fifteen (15) days from completion of the Subsurface Improvements.
6. **Excavation.** Grantee shall comply with the restriction set forth in the Deed to the City Property prohibiting the excavation of more than 20' below the surface of the Easement Area (the "Deed Restriction").
7. **Signage.** At its sole expense, Grantee shall construct and maintain appropriate signage warning of the Subsurface Improvements and advising of their location in the Easement Area.
8. **Post Construction.** Within ten (10) days following completion of construction of the Subsurface Improvements, Grantee shall reseed or res-sod, as applicable, the Easement Area and replace shrubs, trees or other plantings, so that upon completion of construction, the Easement Area has an appearance and contains plantings similar to those that existed prior to construction, to the degree reasonably practicable.
9. **Repair and Maintenance.** Grantee shall be responsible, at its cost, for the installation, repair and maintenance of the Easement Area and the natural gas line located therein.
10. **Insurance.** Grantee shall assure that Grantee and any person acting on Grantee's behalf under this Easement Agreement carries the following minimum insurance coverage at any and all times a party or person is on or about the Easement Area:
 - a. **Commercial General Liability Insurance,** with a limit of \$1,000,000 for each occurrence and \$2,000,000 in the general aggregate.
 - b. **Automobile Liability Insurance,** with a limit of \$1,000,000 for each accident, combined single limit for bodily injury and property damage.

- c. **Worker's Compensation Insurance and Employer's Liability Insurance**, in accordance with statutory requirements, with a limit of \$500,000 for each accident.

Certificates must specifically cite the following provisions:

- i. City of Chattanooga, its agents, representatives, officers, directors, officials and employees must be named an Additional Insured under the following policies:
 - a) Commercial General Liability
 - b) Auto Liability
 - iii. All policies waive rights of recovery (subrogation) against City of Chattanooga, its agents, representatives, officers, directors, officials and employees for any claims arising out of work or services performed under this Agreement.
11. **Indemnification.** Grantee shall be strictly liable for all damages and losses arising out of the construction, maintenance, repair, replacement or operation of the Subsurface Improvements or activities upon the Easement Area. Grantee shall indemnify and save harmless Grantor, its officials, representatives and employees from any and all liability, damage, expense, causes of action, suits, claims, or judgments arising from personal injury, death, property damage or violation of the Deed Restriction and occurring in connection with Grantee's use of the Easement Area (including reasonable attorneys' fees and costs), except as a result of the primary negligence of Grantor. The provisions of this paragraph shall survive the termination or abandonment of this Easement.
12. **Reservation of Rights.** Grantor reserves unto itself the use and enjoyment of the Easement Area, for all legal purposes not inconsistent with and which do not interfere with, impede, limit or diminish the rights and privileges of Grantee created and existing under and by virtue of this Agreement, including without limitation the right of the public to access the Easement Area
13. **Non-Dedication.** Nothing contained in this Agreement shall be deemed to be a gift or dedication of any portion of Grantor's Property to the general public or for any public use or purpose whatsoever, it being the intention of the parties hereto and their successors and assigns that nothing in this Agreement, expressed or implied, shall confer upon any person, other than the parties hereto and their successors and assigns, any rights or remedies under or by reason of this Agreement.
14. **Abandonment.** If Grantee has not commenced construction of the Subsurface Improvements within twenty-four (24) months following the date this Agreement is signed by Grantor, this Easement shall be deemed abandoned. Once construction has commenced, if no natural gas has been transported through the pipeline for any period of twenty-four

(24) months, then this Easement shall be deemed abandoned. If Grantor believes that the Easement has been abandoned, it shall provide written notice to Grantee by certified mail. If Grantee does not respond to Grantor's notice within thirty (30) days after such notice has been sent providing evidence that the Easement has not been abandoned, then Grantor may record such document providing notice of abandonment and termination of this Agreement.

15. Covenants Running With the Land. The respective rights, agreements, duties and obligations of the parties hereto are covenants running with the land and are binding on Grantor, and its successors, successors-in-title, and assigns, and are for the benefit of Grantee and its successors, successors-in-title and assigns, and are for the express benefit of the owners and tenants of the Kordsa Property.
16. Amendment. The parties hereto agree that the provisions of this Agreement may be modified or amended, in whole or in part, only by an instrument in writing, executed and acknowledged by the parties hereto and duly recorded in the Office of the Register of Deeds for Hamilton County, Tennessee.
17. Severability. If an provision of this Agreement shall to any extent be invalid or unenforceable, the remainder of this Agreement (or the application of such provision to persons or circumstances other than those in respect of which it is invalid or unenforceable) shall not be affected thereby, and each provision of this Agreement, unless specifically conditioned upon such invalid or unenforceable provision, shall be valid and enforceable to the fullest extent permitted by law.
18. Governing Law. This Agreement shall be construed and governed in accordance with the laws of the State of Tennessee.
19. Remedies. The remedies for breach of this Agreement shall include but not be limited to any and all equitable remedies which may be appropriate, including injunctive relief. In the event of any controversy, claim or dispute relating to this Agreement or the breach thereof, the prevailing party shall be entitled to recover from the non-prevailing party reasonable expenses and costs.
20. Miscellaneous. Whenever the term "Grantor" or the term "Grantee" are used herein, the same shall mean and include the party named herein as "Grantor" or "Grantee", as the case may be, and their respective heirs, successors, assigns, trustees, representatives, and successors-in-title. This Agreement shall be governed by and construed under the laws of the State of Tennessee.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed by their duly authorized officers as of the 7 day of April, 2021.

Grantor:

City of Chattanooga, Tennessee, a
Tennessee municipal corporation

By: [Signature]
Andy Berke, Mayor

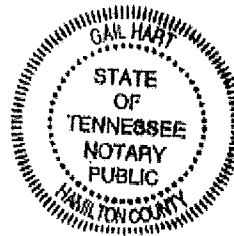
STATE OF TENNESSEE
COUNTY OF HAMILTON

Before me, GAIL HART, of the state and county aforesaid, personally appeared Andy Berke with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who upon oath, acknowledged himself to be Mayor authorized to execute the instrument of the City of Chattanooga, Tennessee the within named bargainor, a Tennessee municipal corporation, and that he as such Mayor executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by himself as Mayor.

WITNESS my hand and seal, at office in Chattanooga, Tennessee, this 7 day of April, 2021.

[Signature]
Notary Public

My Commission Expires: 02-28-2022



WCP

Grantee:

Kordsa, Inc, a Delaware Corporation

By: [Signature]
Name: Amy Mohn
Title: Treasurer

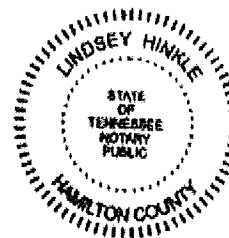
STATE OF Tennessee
COUNTY OF Hamilton

Before me, Lindsey Hinkle, of the state and county aforesaid, personally appeared Amy Mohn with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who upon oath, acknowledged himself to be Treasurer authorized to execute the instrument of the Kordsa, Inc. the within named bargainor, a corporation, and that he as such Treasurer executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by himself as Treasurer.

WITNESS my hand and seal, at office in Chattanooga, Tennessee,
this 22 day of March, 2021.

[Signature]
Notary Public

My Commission Expires: 09/25/2021



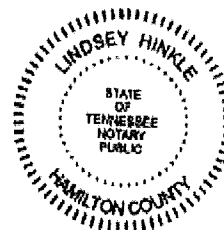
STATE OF Tennessee
COUNTY OF Hamilton

I hereby swear or affirm that the actual consideration for this transfer or value of the property transferred, whichever is greater, is \$50.00, which amount is equal to or greater than the amount which the property transferred would command at a fair and voluntary sale.

[Signature]
Affiant (Grantee)

Subscribed and sworn to before me on this the 22 day of March 2021.

[Signature]
Notary Public
My Commission Expires: 09/25/2021



Name and Address of Easement Owner:
Kordsa, Inc.
4501 N. Access Road
Chattanooga Tn 37343

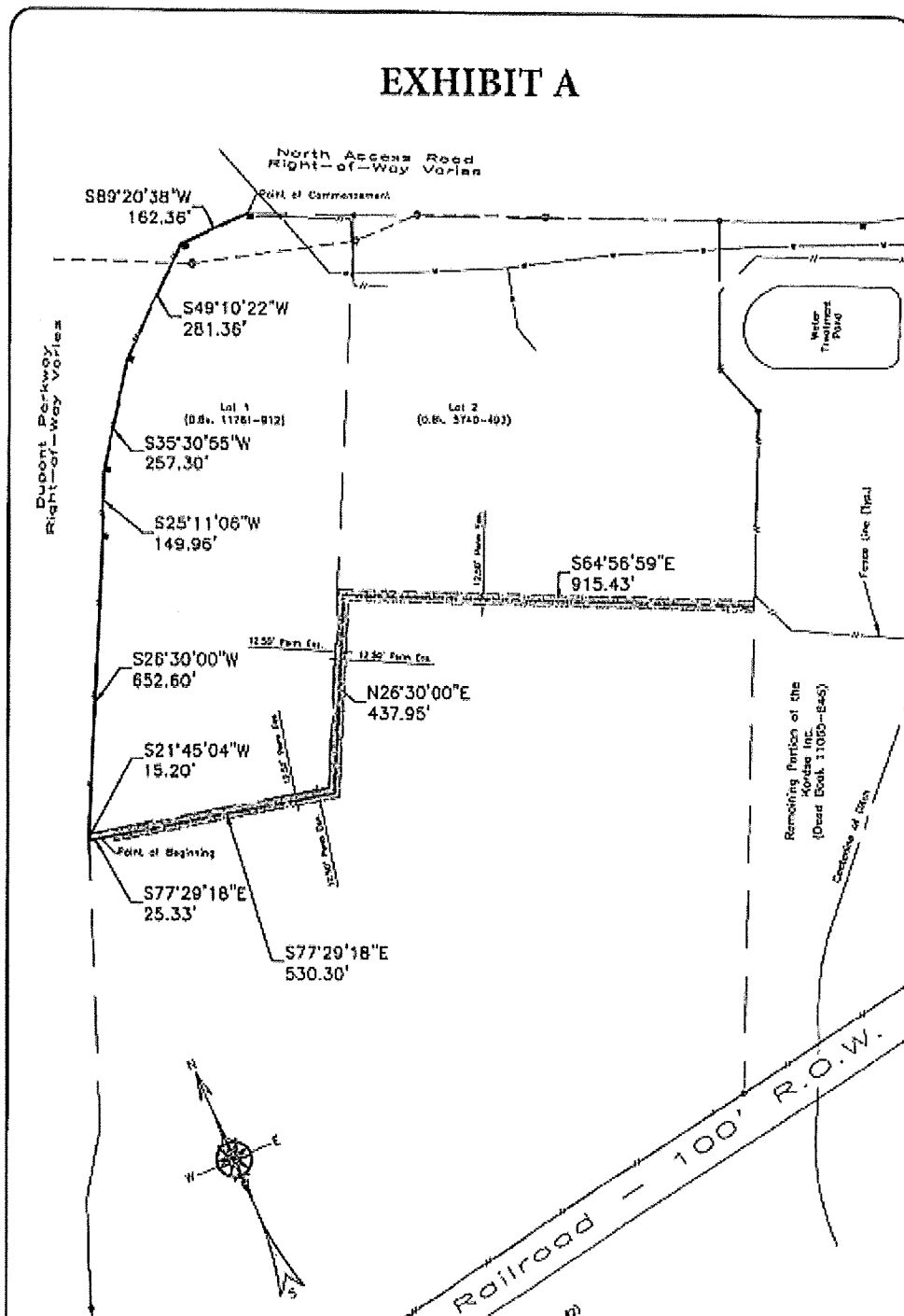
Send tax bills to:
same

Tax Map No.:
119H A 001

This instrument prepared by
and return to:

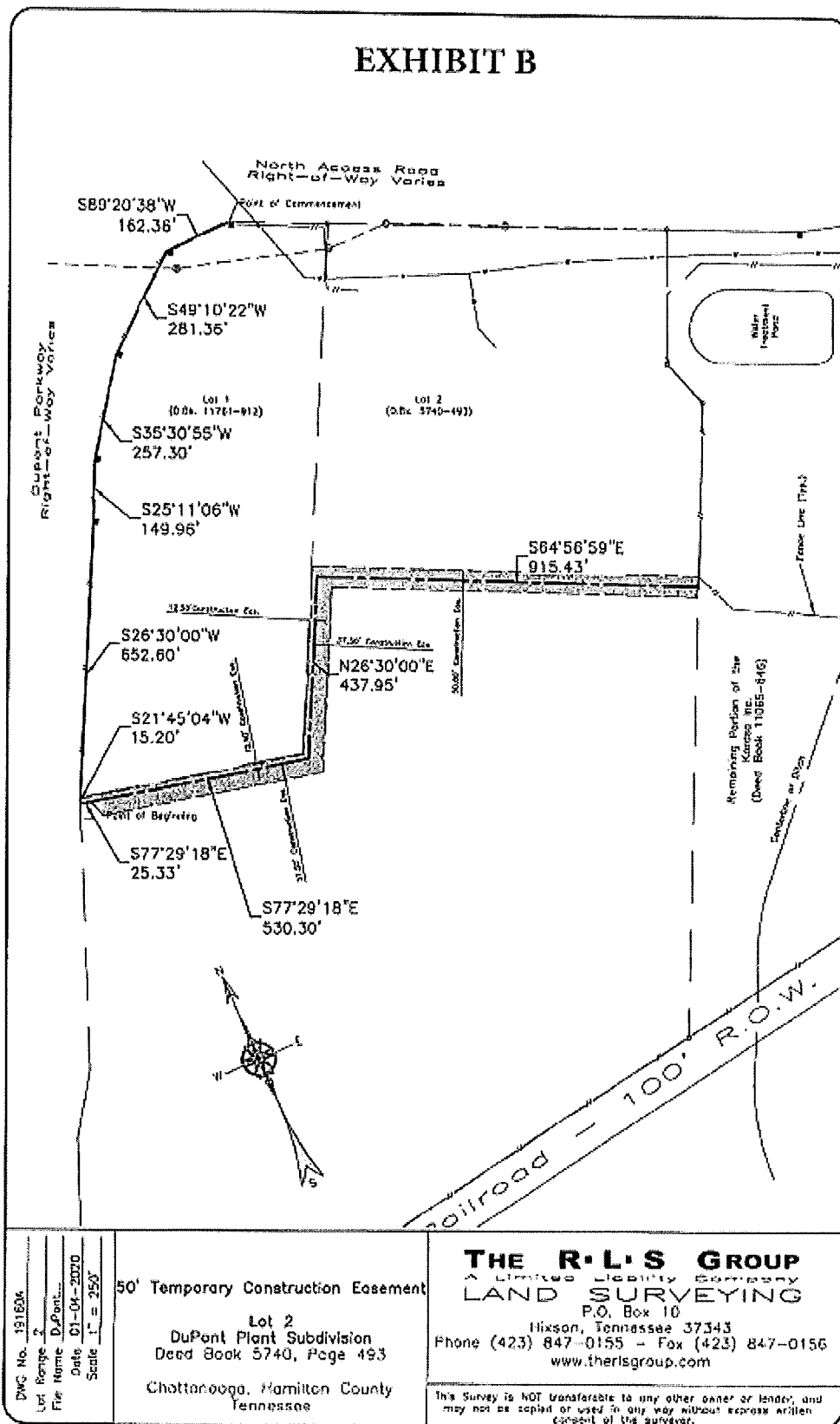
William D. Jones, Attorney
518 Georgia Avenue, Suite 200
Chattanooga TN 37403

EXHIBIT A



<p>DWG No. 19150A Lot Range 2 File Name DuPont... Date 01-04-2020 Scale 1" = 200'</p>	<p>25' Permanent Natural Gas Easement</p> <p>Lot 2 DuPont Plant Subdivision Deed Book 5740, Page 493</p> <p>Chattanooga, Hamilton County Tennessee</p>	<p>THE R·L·S GROUP A Limited Liability Partnership LAND SURVEYING P.O. Box 10 Hixson, Tennessee 37343 Phone (423) 847-0155 - Fax (423) 847-0156 www.therlsgroup.com</p> <p>This Survey is NOT transferable to any other owner or lender, and may not be copied or used in any way without express written consent of the surveyor.</p>
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EXHIBIT B



DWG No. 131E04
 Lot Range 2
 File Name D:\Pont...
 Date 01-04-2010
 Scale 1" = 350'

50' Temporary Construction Easement

Lot 2
 DuPont Plant Subdivision
 Deed Book 5740, Page 493

Chattanooga, Hamilton County
 Tennessee

THE R.L.S. GROUP
 A Limited Liability Company
LAND SURVEYING
 P.O. Box 10
 Hixson, Tennessee 37343
 Phone (423) 847-0155 - Fax (423) 847-0156
 www.therlsgroup.com

This Survey is NOT transferable to any other owner or lender, and may not be copied or used in any way without express written consent of the surveyor.

EXHIBIT 3

Invitation to Bid



Rod Walker & Associates Consultancy



**KORDSA INC.
INVITATION TO BID
NATURAL GAS PIPELINE CONSTRUCTION PROJECT**

KORDSA Inc. ("KORDSA") is requesting bids for a natural gas construction project focused on the installation of a new supply line from the nearby East Tennessee Natural Gas (ETNG) transmission line to KORDSA's manufacturing plant on Access Road in Chattanooga, Hamilton County, Tennessee.

The project consists broadly of the design and construction of approximately 3,500' of 4" steel natural gas pipeline installed using a mixture of open-trench and/or directional boring including all necessary labor and materials along a selected route consisting of a combination of private easement, public right-of-way, and KORDSA property from the ETNG tap location to the KORDSA meter set location.

Rod Walker & Associates Consultancy ("RW&A") is acting as the owner's representative for this project and will be the liaison between contractors and KORDSA. The following schedule applies to this project:

1. Notification of interest must be received by **Wednesday May 5, 2021 at 5:00 P.M. local time**. Specifications, Instructions, and bid forms may be obtained by registering your interest at www.rwalkerconsultancy.com/kordsa.
2. An on-site pre-bid meeting will be conducted **Wednesday May 19, 2021, at 9:00 A.M., local time** at a location that will be communicated to interested parties. Attendance is strongly encouraged and important information will be discussed and the route reviewed.
3. **SEALED BIDS** may be mailed to RW&A at 99 Walnut St., Ste. 503, Chattanooga, TN 37403. All bids, with original signature and two additional copies, must be received by **Friday May 28, 2021 at 5:00 P.M., local time**. An additional electronic copy must also be submitted to jwalker@rwalkerconsultancy.com by **Friday May 28, 2021 at 5:00 P.M., local time**.

Any questions concerning the bid should be addressed and submitted to:

Jeremy Walker, Project Coordinator
RW&A Consultancy
99 Walnut St, Ste. 503
Chattanooga, TN 37403
jwalker@rwalkerconsultancy.com
(706) 949-9633

KORDSA reserves the right to accept, reject, withdraw, or modify any or all bids, to waive any bid forms and to re-advertise for bids when deemed in the best interest of KORDSA.