

Floyd R. Self
(850) 521-6727
FSelf@bergersingerman.com

24-00066

September 11, 2024

VIA ELECTRONIC MAIL AND FEDEX

Chairman David Jones
ATTN: Ectory Lawless, Docket and Records Manager
Tennessee Public Utility Commission
502 Deaderick Street, 4th Floor
Nashville, TN 37243

Electronically Filed in TPUC Docket Room
on September 11, 2024 at 2:40 p.m.

Re: Chattanooga Gas Company's Petition for Approval of its City of Cleveland,
Tennessee Negotiated Gas Franchise Agreement

Dear Chairman Jones:

Enclosed is the Chattanooga Gas Company Petition for Approval of Negotiated Franchise Agreement with the City of Cleveland, Tennessee, pursuant to Tennessee Code Annotated § 65-4-107

Attached please find the following documents for filing:

1. Petition with three Exhibits (Exhibit A, 2024 Franchise; Exhibit B, CGC acceptance; Exhibit C, Verification of Ashley K. Vette.
2. Direct Testimony of Ashley K. Vette.

In addition to this electronic filing, we will deliver by overnight carrier for delivery tomorrow, an original and four hard copies each of the petition, testimony, and a check for the filing fee in this matter.

A courtesy copy of this filing is being provided to the Consumer Advocate.

Yours truly,



Floyd R. Self (BPR 41716)
Counsel for Chattanooga Gas Company

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

September 11, 2024

**IN RE: CHATTANOOGA GAS)
COMPANY PETITION FOR APPROVAL)
OF NEGOTIATED FRANCHISE)
AGREEMENT WITH THE CITY OF)
CLEVELAND, TENNESSEE PURSUANT)
TO TENNESSEE CODE ANNOTATED §)
65-4-107)
)**

Docket No. 24-00066

**CHATTANOOGA GAS COMPANY
PETITION FOR APPROVAL OF NEGOTIATED FRANCHISE AGREEMENT WITH
THE CITY OF CLEVELAND, TENNESSEE
PURSUANT TO TENNESSEE CODE ANNOTATED§ 65-4-107**

Chattanooga Gas Company (“CGC” or “Company”), pursuant to Tennessee Code Annotated § 65-4-107, hereby requests approval by the Tennessee Public Utility Commission (“TPUC”) of a negotiated franchise agreement between the Company and the City of Cleveland, Tennessee (“Cleveland” or “City”). In support of its Petition, the Company respectfully states as follows:

1. CGC is incorporated under the laws of the State of Tennessee and has been engaged in the business of transporting, distributing, and selling natural gas in the greater Chattanooga and Cleveland, Tennessee areas within Hamilton and Bradley Counties for over one hundred years. CGC is a public utility pursuant to the laws of the State of Tennessee, and its public utility operations, including its rates, terms, and conditions of service are subject to the jurisdiction of the Commission. CGC is a wholly owned subsidiary of Southern Company Gas, a natural gas

holding company that is the parent company of regulated natural gas utilities in Georgia, Illinois, and Virginia in addition to CGC in Tennessee. CGC's principal office and place of business is located at 2207 Olan Mills Drive, Chattanooga, Tennessee 37421.

2. All correspondence and communications with respect to this Petition should be sent to the following on behalf of CGC:

Floyd R. Self, Esq.
Berger Singerman, LLP
313 North Monroe Street, Suite 301
Tallahassee, FL 32301
Telephone: (850) 521-6727
Email: fself@bergersingerman.com

J.W. Luna, Esq.
Butler Snow LLP
150 3rd Avenue South, Suite 1600
Nashville, TN 37201
Tel: (615) 651-6749
Email: JW.Luna@butlersnow.com

Jason Willard
Acting Director, External Affairs
Chattanooga Gas Company
2207 Olan Mills Drive
Chattanooga, TN 37421
Telephone: (404) 693-5986
Email: jwillar@southernco.com

3. The Company has previously provided service to the customers located within the City pursuant to a franchise agreement approved by the Cleveland City Council on April 2, 2004 (Ordinance 2004-05), and approved by this Commission by its Order dated August 3, 2005, in Docket No. 04-00231 ("Current Franchise").

4. Starting in May 2024, representatives of the Company and the City undertook efforts to negotiate a new agreement. These negotiations were not overly complicated as the

parties generally were interested in essentially continuing the current franchise, just updated where necessary. The parties successfully reached an agreement that could be presented to the Cleveland City Council and this Commission for approval. This new franchise agreement was then incorporated into Cleveland City Ordinance 2024-33, “Chattanooga Gas Company Franchise Ordinance” which is attached hereto as **Exhibit A** and is incorporated herein by reference (“2024 Franchise Agreement”). Most significantly for the Cleveland citizens and customers of CGC, the franchise fee remains fixed at the Current Franchise rate of 5%. This Ordinance was duly noticed by the City, it passed the City Commission on its first reading on June 24, 2024, and was approved on its second reading on July 22, 2024. The Ordinance was signed by the City Mayor and City Clerk. A copy of the Company’s acceptance is attached as **Exhibit B**.

5. CGC submits that the 2024 Franchise Agreement is necessary and proper for the public convenience and properly serves the public interest on at least the following grounds: (a) the 2024 Franchise Agreement establishes a twenty (20) year term that becomes effective the date of the written Commission order approving it, and it shall remain in full force and effect to the extent then permitted by law until a successor franchise takes effect; (b) the 2024 Franchise Agreement secures the provision of high-quality natural gas service to the citizens, businesses, and governmental institutions within the city limits of Cleveland by an established provider of such service with the obligation to maintain all service lines to its customers up to and including the meters and the further obligation to repair, renew, or replace service lines when necessary; (c) the 2024 Franchise Agreement establishes adequate and proper mechanisms for access to public rights-of-way for service to new and existing customers, and thereby ensures the protection of the property and citizenry of Cleveland; and (d) the Company shall pay franchise fees to the City on

a quarterly basis in an amount equal to 5% of the gross receipts received from sales of any type of gas to the Company's customers within the city limits of Cleveland.

6. Pursuant to Tenn. Code Ann. § 65-4-107 and Section 23 of the 2024 Franchise Agreement, the agreement must be approved by the Commission to become effective. Such approval is proper where, as here, the franchise is necessary and proper for the public convenience and properly conserves the public interest.

7. The Company advises the Commission that, pursuant to Tenn. Code Ann. §65-4-105(e), the Company intends, insofar as practicable, to bill its customers subject to the franchise agreement on a pro rata basis for "any franchise payment or other payment for the use of public streets, alleys or other public places or any license, privilege, occupation or excise tax payment."

8. The franchise fees in the 2024 Franchise Agreement and the Current Franchise are the same. Thus, while the attached franchise is not effective until approved by TPUC, the Company will continue to collect the same amount from its customers and remit quarterly payments to the City pursuant to Tennessee Code Annotated § 65-4-107(b).


9. In order to provide for the uninterrupted provision of franchised service to customers within the city limits of the City, and in recognition of the requirement that franchised services by CGC within the boundaries of Tennessee municipalities must be approved by this Commission, CGC respectfully requests approval of the attached 2024 Franchise Agreement.

10. The testimony of Ashley Vette, Manager, Rates, Southern Company Gas, in support of the 2024 Franchise Agreement is being filed concurrently with this Petition. The Verification of Ms. Vette is also attached to this Petition as **Exhibit C**.

WHEREFORE, Chattanooga Gas Company respectfully requests that the Commission approve, pursuant to Tenn. Code Ann. § 65-4-107, the negotiated City of Cleveland 2024

Franchise Agreement, which is incorporated herein by reference and is attached hereto as Exhibit A.

Respectfully submitted,



Floyd R. Self, Esq. (TBPR No. 41716)
Berger Singerman, LLP
313 North Monroe Street, Suite 301
Tallahassee, FL 32301
Telephone: (850) 521-6727
Email: fself@bergersingerman.com

And

J.W. Luna, Esq. (TBPR No. 5780)
Butler Snow LLP
150 3rd Avenue South, Suite 1600
Nashville, TN 37201
Tel: (615) 651-6749
Email: JW.Luna@butlersnow.com

Attorneys for Chattanooga Gas Company

EXHIBIT A

2024 Franchise Agreement

ORDINANCE 2024-33

GAS FRANCHISE

AN ORDINANCE GRANTING UNTO CHATTANOOGA GAS COMPANY, A TENNESSEE CORPORATION, A FRANCHISE FOR THE PURPOSE OF OPERATING A SYSTEM OF GAS DISTRIBUTION AND SERVICE WITHIN THE CITY OF CLEVELAND SO AS TO FURNISH GAS SERVICE WITHIN THE CITY TO ITS INHABITANTS FOR DOMESTIC, COMMERCIAL, INDUSTRIAL AND MUNICIPAL GENERAL USE.

THIS GAS FRANCHISE ORDINANCE AND AGREEMENT (the "Agreement") is entered into by and between the City of Cleveland, Tennessee ("City"), a municipal corporation, and Chattanooga Gas Company, a Tennessee corporation (hereinafter referred to as "Franchisee" or "Company").

WHEREAS, Franchisee has asked the City to renew its gas franchise approved by the City Council on April 20, 2004 (the "Prior Franchise", Ordinance No. 2004-05); and

WHEREAS, the construction, installation, maintenance and operation of a gas system involves the occupation of and placement of facilities in the public rights-of-way within the City; and

WHEREAS, the City has reviewed the performance of Franchisee under the Prior Franchise and the quality of service during the Prior Franchise term, has identified the future gas-related needs and interests of the City and its citizens, has considered the financial, technical, and legal qualifications of Franchisee, and has determined whether the Franchisee's plans for constructing, operating, and maintaining its gas system are reasonable to meet the future gas-related community needs and interests, in light of the costs of meeting such needs and interests, in a full public proceeding affording due process to all parties; and

WHEREAS, the City has relied on Franchisee's representations and has considered the information that Franchisee has presented to it; and

WHEREAS, based on Franchisee's representations and information, and in response to its request for renewal, the City Council has determined that the terms and conditions set forth herein, the grant of a new, nonexclusive renewal Franchise to Franchisee, to supersede the Prior Franchise, on the terms and conditions herein and subject to applicable law, is consistent with the public interest; and

WHEREAS, the City and Franchisee have reached agreement on the terms and conditions set forth herein; and

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CLEVELAND, TENNESSEE:

Section 1. This Ordinance shall be known as the “Chattanooga Gas Company 2024 Franchise Ordinance.”

Section 2. For purposes of this Ordinance the following terms, phrases, words and their derivations shall have the meaning given herein. When not inconsistent with the context, words used in the present tense Include the future, words in the plural number include the singular number, and words in the singular number include the plural number. The word “shall” is always mandatory and not merely directory.

- (a) City - City of Cleveland, Tennessee.
- (b) City Manager - The City Manager of the City of Cleveland, Tennessee.
- (c) Company - Chattanooga Gas Company, a Tennessee corporation, the Grantee of rights under this franchise and its lawful successors or assigns.
- (d) Construction - The installation, re-installation, laying, erection, digging, renewal, repair, replacement, extension and removal of the gas system, or any activity that may be necessary to maintain and operate a gas system.
- (e) Council - The City Council of the City of Cleveland, Tennessee.
- (f) Gas System - Any pipe, pipeline, tube, main, duct, conduit, service, fitting, feeder, trap, vent, vault, manhole, meter, gauge, regulator, valve, appliance, attachment, appurtenance, and any other personal property constructed, maintained, or operated by Chattanooga Gas Company as may be necessary to import, transport, distribute and sell gas, including any rights-of-way and easements the Company owns or has the authority use.
- (g) Streets - The public streets, highways, avenues, roads, courts, alleys, lanes, ways, bridges, utility easements, sidewalks, parkways, public rights-of-way, or other public places or grounds in the City as they now exist or they may be established at any time during the term of this franchise In the City.

Section 3. That there is hereby granted to the Company a franchise to construct, reconstruct, maintain and operate a Gas System in, upon, along, and under the streets within the City and to carry on, operate, enlarge and continue the same in said City as the same is now or may hereafter exist, for the purposes of furnishing gas service (the “Franchise”).

The Company shall also have the right and privilege within the City to manufacture, sell and distribute natural gas and all other products and services, including appliances, which are related thereto. Neither the enactment of this Ordinance nor anything contained herein shall constitute any repeal or modification, expressed or implied, of any other ordinance of the City now in effect, whether codified or not; provided however, this Ordinance cancels and supersedes the Prior Franchise, Ordinance No. 2004-05. The City expressly reserves the right to enact any and all such ordinances respecting the Company and its business as may be authorized by law, provided that any such ordinances shall not abridge the rights and privileges granted to the Company hereunder.

Section 4. This franchise shall inure to the benefit of the Company, its successors and assigns, and shall exist and remain in effect for a period of twenty (20) years effective on the date of a final written order from the Tennessee Public Utility Commission approving this Agreement. Unless otherwise terminated, upon expiration of this Agreement, the parties may continue to perform under the rights and obligations of this Agreement, which shall remain in full force and effect to the extent then permitted by law until a successor franchise takes effect.

Section 5. The Company shall not at any time charge in excess of such lawful rates as from time to time may be fixed by the Tennessee Public Utility Commission, its successor, or such other duly constituted body as may have power and authority in such matter. That the Company shall comply with all lawful orders of the Tennessee Public Utility Commission, its successor, or any other duly constituted body as may have power and authority in such matters respecting rates, the quality of gas, pressure, health and safety measures, and other conditions of service.

Section 6. That the Company in constructing or continuing a gas system along, across, under or through any City Street, shall comply with all Ordinances of the City and shall take care not to obstruct or injure unnecessarily any such Streets, and shall with reasonable diligence restore such Streets to as good state of repair and condition as the same were before disturbed by said Company, as required by Tennessee law. The Company shall in all respects fully indemnify and save harmless the City from and against all damages, costs, attorneys fees, or other expenses which the City may incur by reason of such construction. The obligation of indemnity set forth in this section shall also extend to any construction in any Street or right-of-way of the City by any property owner pursuant to any contract between said property owner and the Company authorizing the property owner to construct a service line or other gas line from any main of the Company to such property owner's property.

Section 7. That the Company, its successors, or assigns, by the exercise of this franchise, agrees to hold harmless the City on account of any loss, expense, damage, cost, attorneys fees, litigation expenses, or liabilities that may result from Company's operation of its gas system unless such loss, expense, damage, cost, attorneys fees, litigation expenses or liabilities are attributable in whole or part to the negligence of the City, its agents, servants or employees. This right of Indemnification shall include all expenses reasonably incurred by the City in defending any claim arising from the Company's operation of its gas system, whether or not the claim has merit.

The Company hereby agrees, upon official request of the City, to maintain and furnish the City evidence of liability insurance in in the minimum annual coverage amounts of \$1,000,000 per occurrence and \$2,000,000 in the aggregate.

Section 8. That the Company shall maintain all service lines to its customers up to and including the meters and shall, when necessary, repair, renew or replace service lines which are the property of the Company.

The Company shall provide service personnel and equipment based in Cleveland and/or Bradley County, Tennessee to respond to customer service calls from locations within the City, and shall provide the local public service agencies, including the City police department, the City fire department, and the 911 Center with the Company's toll-free emergency telephone number and a listing of direct local telephone and contact information local Company agents to contact in the event of an emergency. Company shall have trained personnel available 24 hours a day, 365 days per year, who will promptly respond to emergency calls.

The Company shall make every reasonable effort to furnish an ample and uninterrupted supply of gas to all firm customers throughout its entire gas system within the City and on any enlargements and extensions thereof within the City. At the time each and every annexation ordinance of the City becomes operative the City shall provide the Company with a copy of its ordinance and its accompanying map precisely describing the annexed territory. The Company shall not unreasonably or arbitrarily refuse to make an extension for the purpose of giving gas service to the City, its inhabitants, institutions, and businesses.

Section 9. City and Company warrant and represent that, with the exception of the Prior Franchise granted to Company by a previously passed ordinance, which franchise was accepted by Company and City, there is no franchise granted by the City in force or effect, to any other person, firm or corporation, for the distribution and selling of gas, and that, during the term of this Agreement, the City will not enter into any other agreements or grant any other franchise for the distribution and selling of gas. The City reserves the right to grant a similar use of said streets to any person or corporation at any time during the period of this franchise so long as such right is not for the business of conveying and selling gas to others as a public utility. Nothing contained within this Ordinance will prevent the City from exercising its legal rights of eminent domain or from operating its own gas system within the City of Cleveland.

Section 10. That in consideration of the grant of this franchise, the Company shall pay as a franchise fee a sum equivalent to 5% of the gross receipts received from sales of any type of gas to the Company's customers within the environs of the City of Cleveland, which sum shall, in accordance with prevailing state law and the Company's rate tariffs, subject to approval by the Tennessee Public Utility Commission, or its successor, be directly added to the gas bills of, and collected from, those customers of the Company located within the City of Cleveland. Said fee shall be in addition to any sums due to the City from the Company as an ad valorem taxes, street cut fees, permit fees, water quality fees, administrative fees or any other related fees, taxes, charges, and associated costs to the Company for the exercise of the Company's work in the City (collectively referred to hereinafter as "Permit Fees and Costs").

The amount of the franchise fee billed by the Company each quarter shall be paid to the City on or before the 15th day of the month following the end of each quarter. If the Company shall fail to pay the amount due, then the City reserves the right to revoke this franchise if said amount that is due and payable is not paid within a period of sixty (60) days after written notice of such delinquency to the Company.

The City shall have access at all reasonable times to the books of the Company for the purpose of ascertaining and/or auditing the amount of fees due the City. The Company shall furnish the City with an annual report showing the amount of gross revenues from its sale of gas within the City.

Other than as set forth herein, the Company shall not be required to pay any other fee or compensation of any kind in respect of the subject matter of this Ordinance. Provided, however, that the Company shall be required to pay any pavement permit fees in connection with cutting the City streets.

Section 11. If the Company desires to sell the assets of its Gas System located within the City of Cleveland as a stand-alone transaction and not as a sale of its larger gas system, then the Company must offer the City the opportunity to buy those assets located and situated in the City of Cleveland on the same terms as being offered to some other party. The City will have forty-five (45) days to accept the offer and an additional ninety (90) days to close said transaction in the event the City elects to exercise the option to purchase. In the event the City chooses not to exercise the option to purchase, the City shall continue to have the right to approve any sale, assignment, or transfer that Company may desire and this franchise cannot be sold, assigned, or transferred without the express written consent of the City Council, provided, however, that such consent shall not be unreasonably withheld.

In any negotiations between the City and the Company for the purchase of the Company's property by the City, no value shall be placed upon this franchise in arriving at the purchase price to be paid by the City.

Section 12. Any flagrant or continuing violation of the provisions of this Agreement by the Company or its successors shall be cause for forfeiture of this Agreement, provided that the City shall have given the Company written notification of such violation and allow the Company a reasonable and appropriate time to correct the cited violations.

Section 13. In the event it becomes necessary or expedient for the City to change the course or grade of any highway, street, avenue, road, alley, way, parkway or other public ground in which the Company is maintaining its Gas System, then, upon the written request of the City, the Company will remove or change the location or depth of such Gas System to conform to the proposed street alteration. It is agreed that Company will, at its own expense, within sixty (60) days after written notice from the City Manager, Company's receipt of final plan approval, and notice to proceed, begin the work of completing any and all things necessary to effect such change in position or location in conformity with such written instructions. Provided, however, that if such request is to accommodate any development by any person or entity other than the City or another governmental body, then the person or entity responsible for such development shall reimburse Company its expenses for such removal or change.

Section 14. If any term, condition, or provision of this Agreement shall, to any extent, be held to be invalid or unenforceable, the remainder hereof shall be valid in all other respects and continue to be effective. In the event of a subsequent change in applicable law so that the provision which had been held invalid is no longer invalid, said provision shall return to full force and effect without further action by the City and shall thereafter be binding on the Franchisee and the City.

In the event that federal or state laws, rules, or regulations preempt a provision or limit the enforceability of a provision of this Agreement, then the provision shall be read to be preempted to the extent and for the time, but only to the extent and for the time, required by law. In the event such federal or state law, rule, or regulation is subsequently repeated, rescinded, amended, or otherwise changed so that the provision hereof that had been preempted is no longer preempted, such provision shall thereupon return to full force and effect, and shall thereafter be binding on the parties hereto, without the requirement of further action on the part of the City

Section 15. This Franchise shall not be operative, as distinguished from its effectiveness, until it has been accepted by the Company. The Company shall have thirty (30) days from the date of the final passage of this Ordinance to file with the City Clerk its unconditional acceptance of the terms and conditions of this Agreement. After receipt of the final order of the Tennessee Public Utility Commission, the Company shall furnish the City with a copy, which shall be filed with this Ordinance.

Section 16. All rights herein granted and/or authorized shall be subject to and governed by this Ordinance, provided, however, the City Council expressly reserves unto itself all its police power to adopt general ordinances and to take other action necessary to protect and promote the safety and welfare of the general public in relation to the rights now reserved to or in the City of Cleveland under its Charter and to all such rights as are now provided by general law.

Section 17. Neither party shall be liable for failure to perform hereunder, in whole or in part, due to events beyond the party's reasonable control, including but not limited to acts of God, fire, floods, epidemics, earthquakes, embargos, quarantine restrictions, labor strikes not caused by the party, or government acts other than acts by or on behalf of the City.

Section 18. This Agreement shall be governed in all respects by the law of the State of Tennessee.

Section 19. Unless otherwise expressly stated herein, notices required under this Agreement shall be mailed first class, postage prepaid, to the addresses below. Each party may change its designee by providing written notice to the other party but may not designate additional designees. Notices to the Franchisee shall be mailed to:

Chattanooga Gas Company
c/o Southern Company Gas
10 Peachtree Place NE
Atlanta, GA 30309
Attn: General Counsel

Chattanooga Gas Company
Attn: Director, External Affairs
2207 Olan Mills Dr.
Chattanooga, TN 37421

Notices to the City shall be mailed to:

City of Cleveland
P.O. Box 1519
Cleveland, Tennessee 37364-1519
Attn: City Manager

Unless otherwise provided by the Municipal Code or this Agreement, notices shall be effective upon receipt.

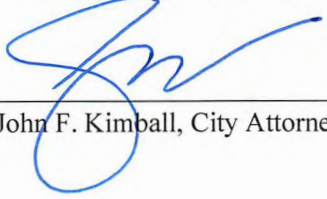
Section 20. Time is of the essence in all provisions of this Agreement.

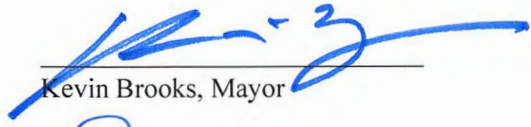
Section 21. This Agreement is not intended to, and shall not be construed to, grant any rights to or vest any rights in third parties, except as expressly provided herein.

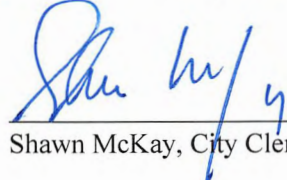
Section 22. All Ordinances, parts of Ordinances in conflict with this Ordinance are hereby repealed. This Agreement supersedes all prior oral or written agreements, drafts, commitments, or understandings with respect to the matters provided for herein.

Section 23. Upon its passage and final reading by the City, the Company shall submit this Ordinance to the Tennessee Public Utility Commission for its approval, the Company to bear all costs of such process. This Ordinance shall take effect upon final approval by the Tennessee Public Utility Commission, the public welfare requiring it.

APPROVED AS TO FORM:



John F. Kimball, City Attorney

Kevin Brooks, Mayor


Shawn McKay, City Clerk

EXHIBIT B

Company's Acceptance Letter



Pedro Cherry
President & CEO

2207 Olan Mills Drive
Chattanooga, TN 37421
ppcherry@southernco.com

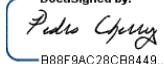
August 30, 2024

Shawn McKay
City of Cleveland
City Clerk
P.O. Box 1519
190 Church Street NE
Cleveland, TN 37311
smckay@clevelandtn.gov

Dear Mr. McKay,

Pursuant to Section 15 of the City of Cleveland, Tennessee Ordinance 2024-33, this letter serves as the unconditional acceptance of the terms and conditions of the Gas Franchise Ordinance and Agreement ("Agreement") between the City of Cleveland ("City") and Chattanooga Gas Company ("Company"). Pursuant to Section 4, the Agreement will be effective on the date of a final written order from the Tennessee Public Utility Commission ("TPUC") approving the Agreement. The Company will be seeking approval of the Agreement from TPUC pursuant to Section 23 of the Agreement and will furnish the City with a copy of the final order upon receipt.

Sincerely yours,

DocuSigned by:

B88F9AC28CB8449...
Pedro Cherry
President & CEO
Chattanooga Gas Company

Cc:

City of Cleveland
P.O. Box 1519
Cleveland, TN 37364-1519
Attn: City Manager

EXHIBIT C

Verification of Ms. Vette

VERIFICATION

STATE OF GEORGIA

COUNTY OF Fulton

I, Ashley K. Vetter, being duly sworn, state that I am the Manager of Rates and Tariff Administration for Southern Company Gas, which is the parent holding company for Chattanooga Gas Company, the Petitioner in this proceeding; that I am authorized to make this verification on behalf of Chattanooga Gas Company; that I have read the foregoing Petition and exhibits and know the content thereof; that the same are true and correct to the best of my knowledge, information, and belief.

Sworn and subscribed before me this 10 day of September, 2024.

Ashley K. Vetter

Ashley K. Vette

Notary Public: Jasmin Printup (signature)

Jasmin Printup (typed or printed name)

State of Georgia, at Large

My Commission Expires: 8/1/2028

SEAL:

