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**Before the  
Tennessee Public Utility Commission**

**Docket No. 25-000 82**

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

**Testimony  
of  
Eddie Davidson**

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



**September 29, 2025**

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

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

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

5 A. I am employed by Piedmont Natural Gas Company, Inc. (“Piedmont” or  
6 the “Company”) as Vice President, Government Affairs and Community  
7 Relations.

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

9 A. I have a B.S. in Political Science from Middle Tennessee State University.  
10 I have worked in various capacities for the Tennessee House of  
11 Representatives and served six years as the Assistant Chief Clerk of the  
12 House from 1996 until 2002. In 2002, I joined the administration of  
13 Nashville Mayor Bill Purcell as an Associate Director of the Metro  
14 Nashville Public Works Department. I then served as a legislative liaison  
15 to the Tennessee General Assembly on behalf of Metro Nashville,  
16 eventually becoming the Director of Legislative Affairs for the City. In  
17 this role, I managed all government affairs at the local, state, and federal  
18 level. I stayed on with Metro Nashville in the administration of Mayor  
19 Karl Dean as a Senior Advisor for Infrastructure and Intergovernmental  
20 Affairs prior to joining Piedmont in 2009.

1 **Q. Have you previously testified before the Tennessee Public Utility**  
2 **Commission (“TPUC” or “Commission”) or any other regulatory**  
3 **authority?**

4 A. I previously testified before the Tennessee Regulatory Authority (“TRA”),  
5 the Commission’s predecessor, and the TPUC regarding Piedmont’s flood  
6 recovery efforts and Piedmont’s franchise agreements with the Town of  
7 Nolensville, the City of LaVergne, the City of Fairview, the Town of  
8 White House, the City of Ashland City, the City of Greenbrier, the City of  
9 Mt. Juliet., the City of Franklin, and the City of Brentwood. In addition, I  
10 have testified before numerous legislative committees at the state and local  
11 level.

12 **Q. Do you hold any positions in any professional or trade associates?**

13 A. I am a member of board of directors of the Tennessee Gas Association and  
14 also serve on the Policy Council of the American Gas Association. I am  
15 also currently a board member of the Tennessee Chamber of Commerce  
16 and Industry.

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

18 A. The purpose of my testimony is to present information to the Commission  
19 relating to the franchise agreement entered into between Piedmont and the  
20 City of Hendersonville, Tennessee (“Hendersonville” or the “City”), as  
21 authorized by Ordinance 2025-10.  
22

1 **Q. Could you please explain the circumstances that caused a need for a**  
2 **franchise agreement between Piedmont and the City?**

3 A. Yes. Under section 65-26-101 of the Tennessee Code Annotated,  
4 Piedmont is required to have the consent of the City, in the form of a  
5 municipal ordinance, in order to enter onto the streets and alleys of the  
6 City for the purpose of placing, maintaining, or expanding its natural gas  
7 distribution and transmission facilities. Piedmont is currently providing  
8 natural gas service within Hendersonville and has been doing so for more  
9 than five decades. At present, there is no franchise agreement between  
10 Piedmont and the City in effect, and during the first quarter of 2025,  
11 Piedmont initiated negotiations with the City for a franchise agreement.

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

13 A. The negotiations were successful and ultimately resulted in a franchise  
14 agreement acceptable to both the Company and the City. The franchise  
15 agreement was incorporated into City Ordinance 2025-10 and addressed  
16 by the City’s Board of Mayor and Aldermen with a first reading on May  
17 27, 2025, and a second reading on June 16, 2025.

18 **Q. Was the ordinance approved by the City?**

19 A. Yes. Ordinance 2025-10 was presented to the City’s Board of Mayor and  
20 Aldermen for approval. Ordinance 2025-10, a copy of which is attached as  
21 Exhibit A to the Petition filed in this docket was subsequently approved by

1 the City's Board of Mayor and Aldermen on its second reading on June  
2 16, 2025, and signed by the Mayor of the City.

3 **Q. What are the primary provisions of the new franchise ordinance?**

4 A. The new franchise ordinance grants Piedmont the right to provide service  
5 to customers within the territorial limits of the City and access to the  
6 streets and public rights-of-way within the City for a period of twenty-five  
7 (25) years. In exchange for these rights, Piedmont is obligated to pay a  
8 quarterly franchise fee of no more than two percent (2%) of the annual  
9 gross revenues it collects from all customers who are located and provided  
10 service by the Company within the territorial limits of Hendersonville. In  
11 addition, Piedmont is obligated to comply with certain procedures with  
12 respect to the conduct of its business within the City's territorial limits.

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

14 A. Yes. Both parties were ultimately able to agree with the negotiated result  
15 and that result is reflected in Ordinance 2025-10, which was approved by  
16 the City's Board of Mayor and Aldermen on June 16, 2025, and  
17 subsequently accepted by Piedmont.

18 **Q. In your opinion, is the franchise agreement necessary and proper for the  
19 public convenience and in the public interest?**

20 A. Yes. The terms of the franchise agreement enable efficient and cost-  
21 effective access to City property for the purpose of constructing, operating  
22 and maintaining Piedmont assets and will allow Piedmont to continue to

1 provide the quality of service expected by Piedmont's customers and the  
2 Commission. The franchise agreement obligates Piedmont to repair and  
3 restore City property to the extent that City property is disturbed by  
4 Piedmont by the exercise of its rights under the franchise agreement and to  
5 comply with all federal, state and local laws when excavating on City  
6 property or otherwise altering City property during the exercise of its  
7 rights under the franchise agreement. Thus, the agreement affords  
8 Piedmont the right to efficient and cost-effective access to City property  
9 but also provides the City with certain protections from Piedmont's  
10 exercise of that right.

11 **Q. Do you know of any facts that would indicate that the franchise**  
12 **agreement is not in the public interest?**

13 A. No.

14 **Q. Is Piedmont ready and prepared to begin billing the local franchise**  
15 **fee to the applicable customers?**

16 A. Piedmont is currently in the process of readying its billing system to begin  
17 the routine assessment of the 2% local franchise fee to the monthly utility  
18 bills of Piedmont customers whose premise is located within the city  
19 limits of Hendersonville. Such preparations are targeted to be complete by  
20 December 1, 2025.

1 **Q. In summary, what are you asking the Commission to do in this**  
2 **proceeding?**

3 A. Based on the facts discussed above, we are asking the Commission to  
4 determine that the franchise agreement is necessary and proper for the  
5 public convenience and properly conserves the public interest, thereby  
6 validating the agreement and authorizing Piedmont to begin billing  
7 applicable customers the 2% local franchise fee effective will bills  
8 rendered on and after December 1, 2025.

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

10 A. Yes.