

HARTSVILLE/TROUSDALE COUNTY GOVERNMENT

**ORDINANCE #251-2022-21**

**AN ORDINANCE GRANTING FRANCHISE TO PIEDMONT NATURAL GAS COMPANY, INC.**

**BE IT ORDAINED BY THE HARTSVILLE/TROUSDALE COUNTY COMMISSION** as follows:

I. DEFINITIONS

1.01 As used in this Ordinance, the following terms, words, and phrases shall have the meanings respectively ascribed to them in this section:

"Company" shall mean Piedmont Natural Gas Company, Inc., a corporation organized under the laws of the State of North Carolina and authorized to do business in the State of Tennessee, and any successor in interest to Piedmont Natural Gas Company, Inc. under this franchise Ordinance.

"County" or "Hartsville/Trousdale County" shall mean:

The Metropolitan Government of Hartsville/Trousdale County located in Trousdale County, Tennessee,

The area within the territorial limits of Metropolitan Hartsville/Trousdale County and within the extraterritorial area surrounding the County to the extent it may be lawfully included as presently or hereafter fixed by law or ordinance, or

The Commission of the Hartsville/Trousdale County Government or any officer or agent duly authorized in acting on behalf of the County as a metropolitan government, as indicated by the context by which the term is used;

"Commission of the Hartsville/Trousdale County Government" shall mean the governing body of the Metropolitan Government of Hartsville/Trousdale County;

"Gas" when used as an unqualified term shall mean either natural or artificial gas, by whatever process or processes derived or manufactured, or both such gases either separately or a mixture of them.

II. FRANCHISE GRANTED

2.01 The Company is hereby granted the exclusive right to construct operate and maintain a gas utilities system within the County for production, transmission, distribution, and sale of gas to consumers and users within the County and to the County and any and all agencies and departments thereof.

2.02 The Company is hereby granted the right, authority and privilege to construct and install, operate, maintain, lay or relay, renew, replace and repair gas pipes, mains, pipelines,

conduits, regulators, connections and services thereto, in, through, across, along and under streets, avenues, roads, public alleys, lanes, parks and squares, and other public places and ways in the County for the production, pumping, handling, transmission, distribution and sale of gas for any and all purposes, subject to the terms and conditions hereinafter set forth in this Ordinance.

2.03 Whenever the Company causes any opening, excavation, or alteration to be made in any street, lane or public place within the County in the construction, operation or maintenance of any of its pipelines or other appliances owned or used by it, the Company shall repair and restore such portions of such streets, lanes or public places to the same condition in which it found them as nearly as practicable.

2.03.1 Whenever the Company shall cause any opening, excavation, or alteration to be made in any street, lane, or public place within the County in the construction, operation, or maintenance of any of its pipelines or other appliances owned or used by it, the Company shall comply with all safety regulations required by federal, state and local laws.

2.04 This franchise is granted for a term of twenty-five years beginning March 5, 2020 and ending at midnight March 5, 2045. This franchise supersedes any and all former rights or franchises of the Company to operate a gas utilities system in the County with respect to all acts and things done or admitted to be done, on or after March 5, 2020.

2.05 The Company hereby agrees to indemnify, defend, and hold harmless the County, its elected officials, officers, boards, commissions, and employees, against any and all claims and liabilities arising from the Company's, and its assignees or licensees, activities or Gas System, including reasonable attorney fees and court costs.

2.06 The Company shall not be obligated to the County or any of its departments or agencies for any tax, license fee, other fee, or any other payment whatsoever, relating to the rights granted herein, other than that which is levied by state law.

2.07 The Company is hereby granted the right during the existence of this franchise to mortgage or hypothecate this franchise, together with all rights and privileges there under and any right or interest therein, as security for indebtedness, subject to acceptance by any legal successor in interest of the obligations, duties, liabilities, limitations and prohibitions set out herein and subject to the approval by the Tennessee Regulatory Authority or other governmental agency whose approval is required by law. The Company shall not assign or transfer its rights under this agreement, provided, however, that this provision shall not prohibit the Company from assigning its rights hereunder to the surviving corporation in any corporate reorganization in which the Company is a party.

2.08 The Company shall pay to the County an amount equal to five percent (5%) of the annual gross revenues collected from all customers who are located and provided service by the Company within the geographical areas identified on Exhibit A. The payment of the fee

shall be on an annual basis, and the first payment shall be made by the Company within sixty (60) days after the approval by the TPUC of the Ordinance. Thereafter, payment of such fee and the recovery thereof by the Company shall be pursuant to Tenn. Code Ann. Section 65-4-105(e). Upon County request, the Company agrees to make the appropriate records available that will allow the County to determine that taxes collected in the County's name are being remitted to the County. The County shall limit such requests to not more than once every two years.

III. ACCEPTANCE OF FRANCHISE

This Ordinance shall be submitted to the Tennessee Public Utility Commission pursuant to Tenn. Code Ann. Section 65-4-107 for approval and shall take effect from the day and date of its passage, but only after it has been accepted in all its terms and revisions by the Company, in writing, within sixty days after its passage; otherwise, the same shall be null and void and of no effect.

Public Hearing to be held on August 29, 2022

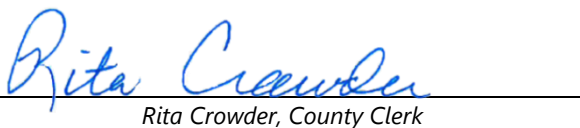
	1M	<u>Rachel Jones</u>		<b>Electronic Voting</b>									
First Reading:		<u>July 25, 2022</u>	2m	<u>Mary Ann Baker</u>	Yes	<u>19</u>	No	<u>0</u>	Abstain	<u>0</u>	Absent	<u>1</u>	<b>PASSED</b>
	1M	<u>Landon Gulley</u>		<b>Electronic Voting</b>									
Second Reading:		<u>August 29, 2022</u>	2m	<u>Beverly Atwood</u>	Yes	<u>19</u>	No	<u>0</u>	Abstain	<u>0</u>	Absent	<u>1</u>	<b>PASSED</b>

**IN EFFECT AND APPROVED IN REGULAR SESSION ON AUGUST 29, 2022**

**Approved:**

**Attest:**

  
Dwight Jewell, Commission Chairman

  
Rita Crowder, County Clerk

PIEDMONT NATURAL GAS COMPANY, INC.

BY: \_\_\_\_\_  
Brian Weisker, Senior Vice President  
Chief Operations Officer, Natural Gas

ATTEST:

\_\_\_\_\_  
Jeffrey James, Senior Counsel

METROPOLITAN GOVERNMENT OF HARTSVILLE/TROUSDALE COUNTY

BY:   
Mayor