

## COMMERCIAL SERVICE AGREEMENT

Piedmont Natural Gas

Revised: December 2021

<b>Regulated Work Type</b>	Install Service Line	<b>Opportunity ID</b>	OP-0159513	<b>Work Order # (IR)</b>		<b>Account #</b>	
<b>Service Address</b>	402 N. Main St.	<b>City</b>	Ashland City	<b>State</b>	TN	<b>Zip</b>	37015
<b>Multi-Meter Manifold</b>	No	<b>Turn-on Date:</b>		<b>Resource Center</b>	Nashville	<b>Premise #</b>	

Piedmont Natural Gas Company, Inc. (hereafter referred to as "Piedmont") and **Town of Ashland City** (or its authorized agent) (hereafter referred to as "Customer") hereby agree as follows:

- Piedmont agrees to install natural gas pipelines and/or related facilities (the "Facilities") necessary for Customer to receive service (the "Work") at **402 N. Main St.** (the "Property") subject to verification of existing facilities and Customer creditworthiness. Customer gives Piedmont permission to verify credit information to determine creditworthiness. Should a deposit be required in order to qualify for service, the amount of **\$0.00** will be paid by Customer. The deposit is subject to applicable rules governing deposits and is separate and independent of any amounts owed by Customer for construction costs or non-compliance as described in Paragraphs 3 and 11 below.
- A reasonable effort will be made to complete this construction on or before the date of **3/24/2023**. Customer understands that circumstances beyond the control of Piedmont such as, without limitations, weather, permits, supplier issues, site conditions, and construction difficulties may result in delays for which the parties agree Piedmont has no liability. Piedmont will make a reasonable attempt to notify Customer if the installation cannot be completed by the date above.
- Customer must pay **\$0.00** toward construction cost of service before Piedmont is obligated to perform the Work including any procurement of materials or further design of the Facilities. This payment is separate and independent of the Non-Compliance Charge described in Paragraph 11 and will be payable by Customer regardless of the applicability of any Non-Compliance Charge. If construction costs are higher than originally estimated at the time this Agreement is executed for any reason, Piedmont reserves the right to terminate this Agreement with no liability to Customer or negotiate with Customer the difference in cost. Piedmont will construct the service line to the nearest feasible point of the structure as determined by Piedmont. Approximate total length of service: **50 feet**.
- All natural gas piping and related facilities up to and including the meter remain the property of Piedmont. Piedmont reserves the right to perform taps into each service line to provide service to adjacent properties if needed at a future date.
- Piping and related facilities beyond the meter is the property and responsibility of Customer. Customer understands and agrees that it must ensure its piping, related facilities and area used to accommodate Piedmont's Facilities satisfy all applicable Piedmont requirements, laws and regulations, building codes, and inspection and testing requirements, if any (the "Customer Obligations"). Piedmont strongly recommends that Customer utilize a licensed, qualified contractor or technician to perform any necessary or recommended work on its facilities and ensure compliance with the Customer Obligations prior to the date on which Piedmont intends to commence Work. Customer may call Piedmont at **615 872-2349** to receive information regarding the applicable Customer Obligations. Piedmont reserves the right to not begin Work or initiate service until those portions of the Customer Obligations necessary to safely and effectively begin Work or initiate service are met.
- Customer represents and warrants that either (1) Customer owns the Property and grants Piedmont a right-of-way on the Property for the purposes of installing and servicing the Facilities and performing related activities, including a right of access to the Facilities for Piedmont's agents, employees, and contractors, or (2) Customer is a lessee of the Property and is responsible for obtaining the Property owner's written consent for the Work using a form provided by Piedmont upon request.
- Customer agrees to take reasonable and prudent measures to protect the Facilities both during performance of and following

completion of the Work. Customer shall notify Piedmont prior to any concurrent or future construction activity that might encroach upon an area which is within two and one-half (2 ½) feet in any direction of the location of the Facilities (such as building, paving or additions over the Facilities). Such construction activities may necessitate the relocation of the Facilities at Customer's expense in Piedmont's sole discretion.

8. Privately owned underground structures such as, without limitation, septic and fuel tanks, utility lines, drainage facilities, sprinkler systems, underground fencing, etc. cannot normally be located by Piedmont or its contractors prior to excavation. The location of these facilities must be marked by Customer both on a sketch and in the physical area of the installation. Customer agrees that neither Piedmont nor its employees, agents, or contractors shall be responsible for any damage or personal injury to Customer or its employees, agents, contractors, or invitees or to their real or personal property resulting from such facilities being unmarked or incorrectly marked.
9. Customer understands and agrees that any Work and gas service provided by Piedmont is subject to Piedmont's Tariffs and Service Regulations currently on file with the applicable regulatory authorities, to any related orders by the applicable regulatory authorities, to Piedmont policies and approval processes, and to all other governing laws, rules, and regulations.
10. Any contamination, pollutant, or hazardous substance on the Property (collectively, "Contamination") that is known to or suspected by Customer shall be disclosed to Piedmont prior to commencement of the Work. Piedmont shall have the right to cease work if undisclosed Contamination is discovered. Customer shall indemnify, defend and hold harmless Piedmont, its parent(s), affiliates, successors and assigns and their respective officers, directors, employees, agents, and contractors (collectively, the "Indemnified Parties") from and against any and all claims, actions, expenses (including, without limitation, reasonable attorneys' and consultants' fees), liabilities, damages, and losses (collectively, the "Damages") incurred by or asserted against any of the Indemnified Parties arising out of Contamination on the Property, except to the extent the Damages are caused by the negligence of the Indemnified Parties. Customer shall also be responsible for all additional and reasonable costs incurred by Piedmont to complete the Work or comply with environmental laws which arise out of any Contamination and/or protection of Piedmont's employees, agents, and contractors against exposure to any Contamination. Customer shall reimburse Piedmont for all such costs within thirty (30) days of receiving an invoice.
11. Piedmont agrees to perform the Work based on Customer installing and operating the natural gas equipment shown on this Agreement. If there are any changes to the gas meter pressure or gas load information shown below, Customer shall inform Piedmont promptly. Such changes may result in additional charges and delays in the completion of the Work. Gas usage by the Customer must begin within 9 months of the Work being completed. Should Customer fail to install and operate all of the equipment committed to in this Agreement within such time, Customer agrees to pay **\$1,125.50** for the Facilities installed pursuant to this Agreement (the "Non-Compliance Charge"). If the Non-Compliance Charge is applicable based on the preceding criteria, then it will be in addition to the amount, if any, Customer paid prior to construction as indicated in Paragraph 3. Prior to the completion of the Work, if Customer informs Piedmont that it no longer wishes to install and operate the equipment committed to in this Agreement or Customer is in default of its obligations hereunder after being provided a reasonable cure period by Piedmont, then Piedmont shall be entitled to cease performance of the Work, terminate this Agreement, and charge Customer the Non-Compliance Charge plus all costs incurred or committed to being incurred by Piedmont related to performance of the Work in excess of Customer's pre-construction contribution, if any, all in accordance with Piedmont's Commercial Service Guidelines. Any waiver or extension of Customer's obligations under this Paragraph 11, including reduction to the Non-Compliance Charge or other costs owed by Customer, will be in Piedmont's sole discretion and must be in writing.
12. Customer shall indemnify, defend and hold harmless the Indemnified Parties from and against any Damages incurred by or asserted against the Indemnified Parties in connection with or related to this Agreement, by reason of the death of or bodily injury to any person, or the destruction of or damage to any property, real or personal, arising out of the acts or omissions of the Customer or its employees, contractors, agents, or invitees, except to the extent caused by the negligence of Piedmont or its employees, agents or contractors.
13. Customer represents and warrants that it maintains adequate comprehensive general liability insurance coverage, either through a policy or policies of insurance or approved program of self-insurance, and any other insurance required by law.
14. This Agreement benefits and is binding upon Customer's heirs, successors, and assigns. This Agreement may not be assigned by Customer, in whole or in part, without the prior written consent of Piedmont. If the equipment to which Customer has committed under this Agreement is not yet being operated upon the sale of the Property, then Customer agrees to notify Piedmont of any sale of the Property and to notify any purchaser of the Property about this Agreement. All of Customer's obligations shall survive any sale of the Property unless and until a subsequent purchaser assumes Customer's full obligations under this Agreement in writing in a form reasonably acceptable to Piedmont.

15. If any provision of this agreement is found to be invalid, illegal or unenforceable in any jurisdiction, for any reason, all other provisions hereof will remain in full force and effect. All terms of this Agreement, that would by their nature, including, without limitation, those providing for indemnification or termination costs shall survive the termination or expiration of the Agreement. This Agreement shall be governed by and construed in accordance with the laws of the state where the Property is located, without regard to conflict of law principles. No amendment to this Agreement will be effective unless in writing and signed by both parties. This Agreement constitutes the entire agreement between the parties concerning the matters covered herein and supersedes all prior or contemporaneous oral or written agreements and/or understandings. Customer warrants and represents that the execution and performance of this Agreement will not cause it to violate any laws, ordinances, covenants, or provisions, of any mortgage, lease, or other agreement binding on it. Electronic signatures and transmission (such as pdf) shall be as effective as if originals, and this Agreement may be signed in counterparts, the sum of which constitutes a single document.

**Legal Name of Customer**

**Signature:**

**Print Name:**

**Title:**

<b>Company / Customer Name: (Name for billing)</b>	Town of Ashland City				
<b>Additional Company Name:</b>					
<b>Project / Service Address:</b>	402 N. Main St.		<b>Suite/ Apt #:</b>		
<b>City</b>	Ashland City	<b>State</b>	TN		<b>Zip Code</b> 37015
<b>Billing Address</b>	PO Box 36				
<b>City</b>	Ashland City	<b>State</b>	Tennessee		<b>Zip Code</b> 37015
<b>Previous Address</b>					
<b>City</b>		<b>State</b>		<b>Zip Code</b>	
<b>Date Credit Verified</b>		<b>Date Ownership Verified</b>		<b>Consent of Owner Required?</b>	No
<b>Deposit Status</b>	3-Good Pay History	<b>Deposit Amount</b>	\$0.00		<b>CIAC Amount</b> \$0.00
<b>Owner Name (Printed)</b>			<b>Owner's Email</b>		
<b>Owner's Address</b>			<b>Owner Phone #</b>		
<b>City</b>		<b>State</b>		<b>Zip Code</b>	
<b>Site Contact Name</b>	Walker, Chuck		<b>Site Contact Email</b>	cwalker@ashlandcitytn.gov	
<b>Business Phone</b>			<b>Mobile Phone</b>	(615) 533-8357	
<b>Customer Name (Printed)</b>					
<b>Customer Signature</b>			<b>Date</b>		
<b>Customer Email (Executed agreement sent to this address)</b>					
<b>Piedmont Representative</b>	Brown, Matt		<b>Date</b>	2/1/2023	

# COMMERCIAL REQUEST FORM

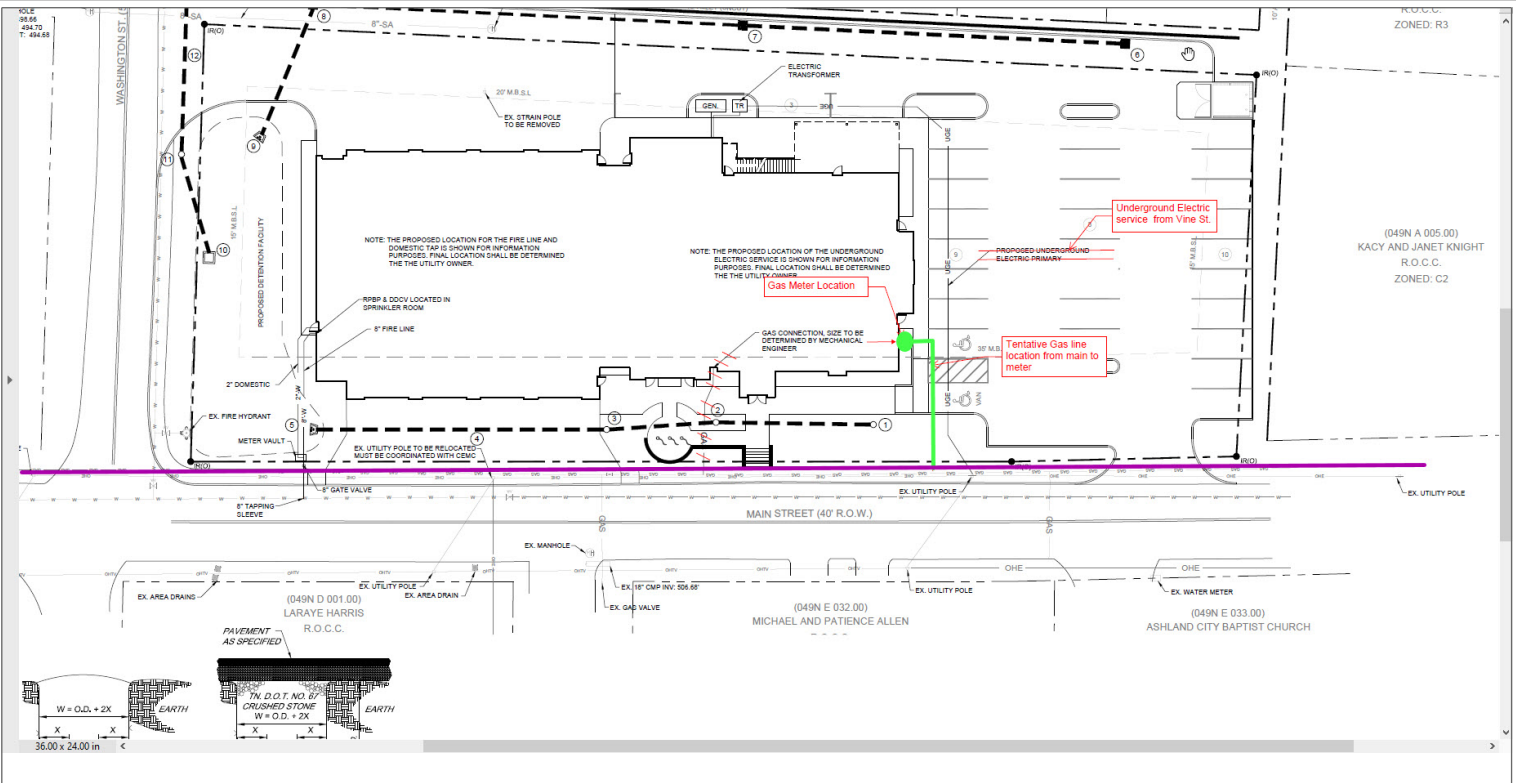
**Special Instructions**

Check & indicate location of all underground structures that exist at this site on the sketch below:

<b>Invisible Fence</b>	No	<b>Well / Water Line</b>	No	<b>Fuel Lines</b>	No	<b>Sprinkler System</b>	No
<b>Septic Tank / Drain Field</b>	No	<b>Cable / Phone Lines</b>	No	<b>Other (Describe)</b>			

## SITE SKETCH

(Indicate Street and Cross-Street Reference)



<b>Riser and Meter Location Approved by Customer</b>		<b>Date</b>	
<b>Service Footage</b>	50	<b>Service Size</b>	1.25 inch
<b>Length of Service</b>	50 X	<b>Non-Compliance State</b>	\$22.51
<b>Dirt Bore:</b>	0	<b>Rock Bore:</b>	0
<b>Non-Compliance Charge</b>	= \$1125.50		

## SERVICE INFORMATION

Building #	Riser #	Tenant	Unit of Measure	Commercial Structure Type	Total Capacity	Pressure
			CFH	Civic Organization or Church - Basic Structure	2,420	2 psi

<b>Quantity</b>	<b>Appliance Description</b>	<b>Capacity</b>	<b>End Use</b>	<b>Total Appliance Load</b>
1	Unknown	2,420	Heating	2,420