P.S.C. Ky. Adoption Notice No. _____

ADOPTION NOTICE

The undersigned Commercial Propane Service LLC of Lebanon, Kentucky, hereby adopts, ratifies, and makes its own in every respect as if the same had been originally filed and posted by it all tariffs and supplements containing rates, rules, and regulations for furnishing LP gas service at Old Bridge Subdivision in the Commonwealth of Kentucky filed with the Public Service Commission of Kentucky by AmeriGas Partners, LP of King of Prussia, Pennsylvania d/b/a Bright's Propane Service, Inc. and in effect on the 1st day of January 2015, the date on which the public service business of the said AmeriGas Partners, LP of King of Prussia, Pennsylvania d/b/a Bright's Propane Service, Inc. was taken over by Commercial Propane Service LLC.

This notice is issued on the 1st day of January 2015 in conformity with 807 KAR 5:011 Section 11 of the Regulations for the filing of Tariffs of Public Utilities with the Public Service Commission of Kentucky.

Commercial Propane Service LLC

By _____

Name: Michael W. Roberts
Title: President

Authorized by Ky.P.S.C. Order No. 2014-00250 (order dated November 26, 2014)

KENTUCKY
PUBLIC SERVICE COMMISSION

JEFF R. DEROUEN
EXECUTIVE DIRECTOR

TARIFF BRANCH

Bunt Kirtley

EFFECTIVE

1/1/2015

PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

P.S.C. KY. NO. 1

COMMERCIAL PROPANE SERVICE LLC
D/B/A BRIGHT'S PROPANE SERVICE, INC.

OF

LEBANON, KENTUCKY

RATES AND CHARGES

AND

RULES AND REGULATIONS

FOR FURNISHING

PROPANE GAS AT

OLD BRIDGE SUBDIVISION
DANVILLE, KENTUCKY

FILED WITH THE

PUBLIC SERVICE COMMISSION
OF KENTUCKY

DATE OF ISSUE: 01/05/2015

DATE EFFECTIVE: 01/01/2015

ISSUED BY: _____
(Signature of Officer)

TITLE: President

BY AUTHORITY OF ORDER OF THE
PUBLIC SERVICE COMMISSION IN
CASE NO. 2014-00250
DATED: NOVEMBER 26, 2014

KENTUCKY
PUBLIC SERVICE COMMISSION
JEFF R. DEROUEN
EXECUTIVE DIRECTOR
TARIFF BRANCH
Bunt Kirtley
EFFECTIVE
2/5/2015
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

COMMERCIAL PROPANE SERVICE LLC
D/B/A BRIGHT'S PROPANE SERVICE, INC.

FOR: Old Bridge Subdivision, Danville, KY
P.S.C. KY. NO. 1

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COMMERCIAL PROPANE SERVICE LLC
D/B/A BRIGHT'S PROPANE SERVICE, INC.

FOR: Old Bridge Subdivision, Danville, KY
P.S.C. KY. NO. 1
SHEET NO. 1

RATES AND CHARGES

APPLICABLE:

Entire service area of Old Bridge Subdivision.

AVAILABILITY OF SERVICE:

Available for any use for individually metered service other than auxiliary or standby service at locations where suitable service is available from existing distribution systems and an adequate supply of gas to render service is assured by the supplier of gas to the company.

RATES:

There will be a minimum charge assessed each month which shall include usage from zero up to 400 cubic feet.

Additional usage over 400 cubic feet shall be assessed at a rate per cubic foot. This rate shall be the wholesale delivered price of propane per cubic foot as adjusted quarterly for the purchase gas adjustment cost plus a charge of .015 cents per cubic foot for overhead costs.

First 400 cubic feet of usage	$ 18.21	Minimum Bill
Above 400 cubic feet of usage	$ .04552	Per Cubic Foot

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COMMERCIAL PROPANE SERVICE LLC
D/B/A BRIGHT'S PROPANE SERVICE, INC.

FOR: Old Bridge Subdivision, Danville, KY
P.S.C. KY. NO. 1
SHEET NO. 2

GAS COST ADJUSTMENT CLAUSE

The Company shall file a Quarterly Report with the Commission which shall contain an updated Gas Cost Recovery Rate (GCR) and shall be filed at least thirty (30) days prior to the beginning of each calendar quarter. The GCR shall become effective for billing with the final meter readings of the first billing cycle of each calendar quarter.

The gas cost recovery rates are composed of:

1. The average gas cost component (AGC) on a dollar per Mcf basis, which represents the average cost of gas supplies based on a measurement of gas remaining plus new supplies at the time of filling of main tank.

2. The actual adjustment (AA), on a dollar per Mcf basis; compensates for differences between the previous quarter's average gas cost and the actual cost of gas during that quarter.

3. The balance adjustment (BA), on a dollar per Mcf basis, which compensates for any under or over collections which have occurred as a result of prior adjustments.

BILLING:

The gas cost recovery rate to be applied to bills of customers shall equal the sum of the following components:

$$GCR = AGC + AA + BA$$

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COMMERCIAL PROPANE SERVICE LLC
D/B/A BRIGHT'S PROPANE SERVICE, INC.

FOR: Old Bridge Subdivision, Danville, KY
P.S.C. KY. NO. 1
SHEET NO. 2.1

GAS COST ADJUSTMENT CLAUSE (CONTINUED)

DEFINITIONS:

For purposes of this tariff: (a) "Average Cost" means the cost of gas supplies, including associated transportation and storage charges, and propane which results from the application of suppliers' rates currently in effect, plus the actual cost of any remaining propane within the system in ratio to the total capacity of the system (i.e.):

$$\frac{\text{Current Purchased Gas Price}}{\text{Cubic feet to fill system}} + \frac{\text{Cost of Propane Remaining Propane}}{\text{Remainder cubic feet of capacity}} = \frac{\text{Total Propane Average Cost/2}}{\text{Total cubic foot capacity}}$$

(b) "GCR" means the quarterly updated gas cost recovery rate applicable to the monthly consumption of customers (sum of the average gas cost component plus the actual adjustment plus the balance adjustment (i.e., CGR = AGC + AA + BA)).

(c) "Calendar Quarters" means each of the four three-month periods of (1) February, March, and April; (2) May, June, and July; (3) August, September, and October; (4) November, December, and January.

(d) "Reporting Period" means the three (3) month accounting period that ended approximately sixty (60) days prior to the filing date of the updated gas recovery rates; i.e., the calendar quarter preceding that during which the most recent Quarterly Report was filed.

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COMMERCIAL PROPANE SERVICE LLC
D/B/A BRIGHT'S PROPANE SERVICE, INC.

FOR: Old Bridge Subdivision, Danville, KY
P.S.C. KY. NO. 1
SHEET NO. 3

CLASSIFICATION OF SERVICE

CHARACTER OF SERVICE:

Propane gas having approximately 2,500 BTU per cubic foot.

SPECIAL PROVISIONS:

(a) The Company may require a special written contract if the propane gas requirements of the Customer justify such a contract in the opinion of the Company.

(b) Not available for resale.

(c) Disconnection charge shall be $15.00.

(d) Reconnection charge shall be $15.00.

(e) Late payment charge for collection shall be $7.50.

DISCONTINUANCE OF SERVICE:

The utility may refuse or discontinue service to an applicant or customer, after proper notice for failure to comply with its rules and regulations or any state and municipal rules and regulations, when a dangerous condition is found to exist on the customer's or applicant's premises, when a customer or applicant refuses or neglects to provide reasonable access to the premises, for fraudulent or illegal use of service, or for

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CLASSIFICATION OF SERVICE (CONTINUED)

nonpayment of bills. If discontinuance is for nonpayment of bills, the customer shall be given at least ten (10) days written notice, separate from the original bill, and cut-off shall be effective not less than twenty-seven (27) days after mailing date of the original bill unless, prior to discontinuance, a residential customer presents to the utility a written certificate, signed by a physician, registered nurse, or public health officer, that such discontinuance will aggravate an existing illness or infirmity on the affected premises, in which case discontinuance may be effected not less than thirty (30) days from the date the utility notifies the customer, in writing, of state and federal programs which may be available to aid in payment of bills and the office to contact for such possible assistance.

CUSTOMER BILLING PROVISIONS:

Each customer or applicant will receive a bill for service each month on or near the first day of the month. Each bill rendered will show all the necessary billing information as required by the Commission. Payment will be due on or before the fifteenth (15th) day.

METER READING AND BILLING:

Meter cards are mailed to the customer on the 25th of the month. The customer is to put his present meter reading on the meter card and return it to Bright's Propane Service, Inc. by the first of the month. Bills are then mailed to the customer and payments are due and payable by the 15th of the month. On a random periodic basis, not less than annually, the Company shall verify the accuracy of the submitted readings. The Company will then adjust the Customer's bill accordingly.

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COMMERCIAL PROPANE SERVICE LLC
D/B/A BRIGHT'S PROPANE SERVICE, INC.

FOR: Old Bridge Subdivision, Danville, KY
P.S.C. KY. NO. 1
SHEET NO. 3.2

CLASSIFICATION OF SERVICE (CONTINUED)

CONTINUOUS AND UNIFORM PRESSURE:

The Company shall supply gas continuously and without interruption and adopts and shall maintain, subject to the Commission's regulations, a standard pressure of eleven (11) inches w.c. as measured at the outlet side of the Customer meter. However, the Company shall assume no liability for any damage or loss resulting from inadequate or interrupted supply or from any pressure variation when such conditions are not due to willful fault or neglect on its part.

TAP-IN-FEE:

The Company shall require a tap-in-fee for all new connections of $275. This fee is to cover the actual cost of the tap-in-fee, ½ day rental of generator, fusion equipment, ditch witch, tap-in-fee cover box, and the labor for installing all of the above.

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COMMERCIAL PROPANE SERVICE LLC
D/B/A BRIGHT'S PROPANE SERVICE, INC.

FOR: Old Bridge Subdivision, Danville, KY
P.S.C. KY. NO. 1
SHEET NO. 4

RULES AND REGULATIONS

1. COMMISSION'S RULES AND REGULATIONS:

All gas service rendered by the Company shall be in accordance with the "Rules and Regulations for the Government of Gas Utilities" which have been adopted by the Public Service Commission of Kentucky and all amendments thereto and modifications thereof which may be made by the Commission.

2. COMPANY'S RULES AND REGULATIONS:

In addition to the Rules and Regulations prescribed by the Commission, all gas service rendered shall also be in accordance with the following Rules and Regulations adopted by the Company provided same do not conflict with those of the Public Service Commission.

3. FILING OF RATES, RULES, AND REGULATIONS:

A copy of all schedules of rates, rules, and regulations under which gas service is rendered is on file for the public's benefit with the Public Service Commission of Kentucky and in the office of the Company.

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RULES AND REGULATIONS (CONTINUED)

4. APPLICATION FOR SERVICE:

All applications for service shall be made on the Company's standard application or contract form which shall be signed by the Customer, or his duly authorized agent, and accepted by the Company before any service is rendered.

A separate application or contract shall be made for each class of service at each separate location.

In cases where unusual construction or equipment expense is necessary to furnish the service the Company may require a contract for a minimum period of one (1) year.

5. OWNERS CONSENT TO OCCUPY:

In case the Customer is not the owner of the premises or of the intervening property between the premises and the Company's service connection, it shall be the Customer's responsibility to obtain from the property owner or owners the necessary consent to install and maintain in, on, or over said premises all such piping and other equipment as are required or necessary for supplying gas service to the Customer whether the piping and equipment be the property of the Customer or the Company.

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RULES AND REGULATIONS (CONTINUED)

6. ACCESS TO PREMISES:

The Company shall have the right of access to the Customer's premises at all reasonable times for the purpose of installing, reading, inspecting, repairing, or removing its meter, regulator, or other equipment used in connection with its supply of gas service or for the purpose of turning on or shutting off the gas supply when necessary and for all other proper purposes.

7. COMPANY'S EQUIPMENT AND INSTALLATIONS:

The Company shall furnish, install, and maintain at its expense the necessary service connection extending from its main to the Customer's nearest curb or property line. The location of this service connection will be made at the discretion and judgment of the Company.

The Company will furnish, install, and maintain at its expense the necessary meter, regulator, and connections which will be located at or near the main, service connection, property line, near or in the building, at the discretion or judgment of the Company. Whenever practical, in the judgment of the Company, the location will be as near the supply main as possible and outside of buildings. Suitable site or location for the meter, regulator, and connections shall be provided by the Customer and the title to this equipment shall remain in the Company, with the right to install, operate, maintain, and remove same, and no charge shall be made by the Customer for use of the premises as occupied or used.

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RULES AND REGULATIONS (CONTINUED)

8. CUSTOMER'S EQUIPMENT AND INSTALLATION:

Company shall furnish, install, and maintain at Customer's expense the necessary Customer's service line extending from the Company's service connection at the curb or property line to the building or place of utilization of the gas.

The installation of the Customer's service line will be made in accordance with the requirements of the constituted authorities and the Company's specifications covering location, installation, kind and size of pipe, type of pipe coating or wrapping, and method of connection. The Customer shall not make any changes in or interfere with his service line without the written consent of the Company.

In all cases where practical, the Customer's service line shall not be installed entering a building underground but shall be brought up out of the ground with a riser and entrance made to the building through the wall or foundation a minimum of six (6) inches above the ground.

The Customer shall furnish, install, and maintain at his expense the necessary house piping, connections, and appliances, and same shall be installed in accordance with the requirements and specifications of "INSTALLATION OF GAS PIPING AND GAS APPLIANCES IN BUILDINGS" as complied and approved by the American Standards Association, the National Board of Fire Underwriters, the American Gas Association, and the State Fire Marshall, and other similar bodies on December 5, 1950 (ASA-Z 21.30 – 1950), and any revisions thereof which are herewith incorporated by reference as part of

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RULES AND REGULATIONS (CONTINUED)

the Company's Rules and Regulations where applicable and when not in conflict with the requirements of the constituted authorities.

No appliances shall be used which are not of a standard design and which have not been approved by the American Gas Association or a similar or equally qualified agency.

Suitable pressure regulators shall be installed by or at the expense of the Customer on all heating appliances and special equipment which have an hourly input of 50,000 BTU or higher, pressure regulators shall also be installed on all appliances with lower inputs where provided or recommended by the manufacturer or where necessary, at the discretion of the Company, to provide better and safer gas utilization and service.

All of the Customer's service line, piping, connections, and appliances shall be suitable for the purposes thereof and shall be maintained by the Customer at his expense at all times in a good, safe, and serviceable condition.

9. METERING:

The gas consumed shall be measured by a meter or meters to be installed by the Company upon the Customer's premises at a point most accessible or convenient for the Company and all bills shall be calculated upon the registration of said meter or meters except as hereinafter provided. If more than one meter is installed for the same or different classes or service at different locations on the Customer's premises, each meter

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RULES AND REGULATIONS (CONTINUED)

shall be considered separately in calculating the amount of any bills. Meters include all measuring instruments and equipment.

10. PROTECTION OF COMPANY'S PROPERTY:

All meters, piping, and other appliances and equipment furnished by and at the expense of the Company, which may at any time be in or on Customer's premises shall, unless otherwise expressly provided herein, be and remain the property of the Company, and the Customer shall protect such property from loss or damage, and no one who is not an agent of the Company shall be permitted to remove such property or to tamper with or damage same.

11. EXCLUSIVE SERVICE:

Except in cases where the Customer has a special contract with the Company for reserve or auxiliary service, no other fuel service shall be used by the Customer on the same installation in conjunction with the Company's service connection, either by means of valves or any other connection.

The Customer shall not sell the gas purchased from the Company to any other Customer, Company, or Person, and the Customer shall not deliver gas purchased from the Company to any connection where said gas is to be used off of Customer's premises or by persons over whom Customer has no control.

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RULES AND REGULATIONS (CONTINUED)

12. POINT OF DELIVERY OF GAS:

The point of delivery of gas supplied by the Company shall be at the point where the gas passes from the pipes of the Company's service connection into the Customer's service line or pipe of the Customer, or at the outlet of the meter, whichever is nearest the delivery main of the Company.

13. CUSTOMER'S LIABILITY:

The Customer shall assume all responsibility for the gas service in or on the Customer's premises at and from the point of delivery of gas and for all piping, appliances, and equipment used in connection therewith which are not the property of the Company, and will protect and save the Company harmless from all claims for injury or damage to persons or property occurring on the Customer's premises or at and from the point of delivery of gas occasioned by such gas or gas service and equipment, except where said injury or damage will be shown to have been caused solely by the negligence of the Company.

14. CONTINUOUS OR UNIFORM SERVICE:

The Company shall supply gas continuously and without interruption and adopts and shall maintain, subject to the Commission's regulations, a standard pressure of eleven (11) inches w.c. as measured at the outlet side of the customer meter. However, the Company shall assume no liability for any damage or loss resulting from inadequate or

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RULES AND REGULATIONS (CONTINUED)

interrupted supply or from any pressure variation when such conditions are not due to willful fault or neglect on its part.

15. MONTHLY BILLS:

(a) Bills for gas service will be rendered monthly unless otherwise specified. The term "month" for billing purposes shall mean the period between any two consecutive readings of the meter by the Company, such readings to be taken as near as practicable every thirty (30) days.

(b) Failure to receive a bill does not exempt a Customer from these provisions.

(c) When the Company does not receive the meter card from the Customer on a timely basis or the Company is unable to read the meter after a reasonable effort, or where the meter fails to operate, the Customer will be billed on an estimated basis at the average of three (3) immediately preceding months, or similar months of utilization, and the billing adjusted as necessary when the meter is read.

16. ASSIGNMENT OF CONTRACT:

The benefits and obligations of any service application or contract shall begin when the Company commences to supply gas service and shall inure to and be binding upon the successors and assigns, survivors, and executors or administrators, as the case may be, of the original parties thereto, respectively, for the full term thereof, provided, however, that

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RULES AND REGULATIONS (CONTINUED)

no application, agreement, or contract for service may be assigned or transferred without the written consent or approval of the Company.

When the gas supply has been discontinued or disconnected for non-payment of bills or other violation of the Company's Rules and Regulations, the service will not be restored at the same location, or connected at another location, for the same or related occupants under a different contract or name when it is evident the change of name is a subterfuge designed to defraud or penalize the Company.

17. METER READING AND BILLING:

Meter cards are mailed to the Customer on the 25th of the month. The Customer is to put his present meter reading on the meter card and return it to Bright's Propane Service, Inc. by the first of the month. Bills are then mailed to the Customer and payments are due and payable by the 15th of the month. On a random periodic basis, no less than annually, the Company shall verify the accuracy of the submitted readings. The Company will then adjust the Customer's bill accordingly.

18. RENEWAL OF CONTRACT:

If upon the expiration of any service contract for a specified term, the Customer continues to use the service, the contract (unless otherwise provided therein) will be automatically renewed and extended for successive periods of one year each, subject to termination at the end of any year upon thirty days written notice by either party.

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RULES AND REGULATIONS (CONTINUED)

19. CUSTOMER'S DISCONTINUANCE OF SERVICE:

Any Customer desiring service discontinued or changed from one location to another shall give the Company three (3) days advance notice in person, by telephone, or in writing, provided such notice does not violate contractual obligations.

The Customer shall be held responsible for all gas consumed until such notice is received by the Company and three (3) days time allowed to read the meter and render a final bill.

20. COMPANY'S DISCONTINUANCE OF SERVICE FOR CAUSE:

The Company has the right to discontinue service to a Customer for violation of its Rules and Regulations or for non-payment of bills. However, service shall not be discontinued until the Company has diligently tried to induce the Customer to comply with its Rules and Regulations, or has diligently attempted to induce the Customer to pay the bills. After such efforts on the part of the Company, the service may be discontinued only after at least ten (10) days written notice, but the cut-off shall not be effected before twenty-seven (27) days after the mailing date of the original bill.

Where a dangerous condition is found to exist on the Customer's premises, the service shall be discontinued without notice.

DATE OF ISSUE: 01/05/2015

DATE EFFECTIVE: 01/01/2015

ISSUED BY: _____
(Signature of Officer)

TITLE: President

BY AUTHORITY OF ORDER OF THE
PUBLIC SERVICE COMMISSION IN
CASE NO. 2014-00250
DATED: NOVEMBER 26, 2014

KENTUCKY
PUBLIC SERVICE COMMISSION
JEFF R. DEROUEN
EXECUTIVE DIRECTOR
TARIFF BRANCH
Bunt Kirtley
EFFECTIVE
2/5/2015
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

RULES AND REGULATIONS (CONTINUED)

Where necessary for construction, maintenance, or operation purposes, the Company may temporarily discontinue service to a Customer, however, notice shall be given whenever practical to do so.

The Company may discontinue service to a Customer immediately and without notice where it is discovered that the Customer has been or is using gas without same being partially or wholly measured through the meter or where the gas is, or has been, used fraudulently, or where the Company's equipment has been tampered with. Where the service has been discontinued for any of these reasons the Company, by written notice to the Customer, may require the Customer, at his expense, to make proper changes or corrections as required by the Company before service is restored.

In addition to the foregoing, the Company may require the Customer to pay the Company the cost of any and all damages to the Company's equipment, the deficiency in revenue estimated on as accurate a basis as is available, and the cost incurred by the Company in the correction of the defects or diversion including the cost of removal and installation of meters and regulators and the cost of restoring service.

Neglect or refusal on the part of the Customer to provide reasonable access to the premises for the purposes of reading meter, inspection, maintenance, and operation shall also be deemed to be sufficient cause for the Company to discontinue the service.

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RULES AND REGULATIONS (CONTINUED)

21. RECONNECTION CHARGE:

A reconnection charge will be made by the Company to cover the cost incurred in reconnecting the meter or service when (a) the Customer's service has been disconnected for non-payment of bills, or for violation of the Commission's or Company's Rules and Regulations, and the Customer has qualified for and requested the service to be reconnected or (b) the Customer's service has been disconnected at his request and at any time subsequently within twelve (12) months is reconnected at the same or any other premises.

This Reconnection Charge to be made by the Company and paid by the Customer before or at the time the service is reconnected shall be an amount as provided for in General Service Rate as approved by the Public Service Commission.

22. DISCONNECTION CHARGE:

A disconnection charge will be made by the Company to cover the cost incurred in disconnecting the meter or service when non-payment of bills or violation of the Commission's or Company's Rules and Regulations occurs.

This disconnection charge to be made by the Company and paid by the Customer before or at the time the service is disconnected shall be an amount as provided for in General Service Rate as approved by the Public Service Commission.

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RULES AND REGULATIONS (CONTINUED)

23. REFUSAL OF SERVICE:

The Company will not render service to any Customer unless the Customer's service line, house piping, appliances, and equipment are properly installed and in safe operating condition, or where the Customer continually fails to comply with the Company's Rules and Regulations.

The Company will not furnish service to any applicant who owes the Company any past due bill or a delinquent account for service furnished either at the same or other location until such indebtedness shall have been paid in full.

The Company reserves the right to refuse or to defer full service to an applicant where the existing mains are inadequate to service the applicant's requirements without adversely affecting the service to Customers already connected and being served.

24. NOTICE OF ESCAPING GAS OR UNSAFE CONDITIONS:

Immediate notice must be given by the Customer to the office or employee of the Company if any escaping gas or unsafe conditions are detected or any defects or improper installations are discovered in the piping and equipment of either the Company or the Customer which are on the Customer's premises.

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RULES AND REGULATIONS (CONTINUED)

No flames or lights are to be taken near any escape of gas and the gas must be shut off at the meter cock or valve until the hazard is eliminated and the gas service is not to be turned on again except by a Company employee.

The Company will not be responsible or assume any liability for any injury, loss, or damage which may arise from the carelessness or negligence of the Customer or his agents or representatives.

25. TURNING OFF GAS SERVICE AND RESTORING SAME:

The gas service may be turned off at the meter when justified by the Customer or his agent or any constituted authorities but no person, unless in the employ of the gas Company or having permission from the gas Company, shall turn the gas on or restore service.

26. NO EXCEPTIONS TO RULES AND REGULATIONS:

No agent, representative or employee of the Company shall make any promise, agreement, or representation not incorporated in or provided for by the Rules and Regulations of the Public Service Commission of Kentucky or of this Company and neither has any agent, representative, or employee of the Company any right or power to amend, modify, alter, or waive any of the said Rules and Regulations except as hereinafter provided.

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RULES AND REGULATIONS (CONTINUED)

27. RULES AND REGULATIONS MAY BE AMENDED:

The Company reserves the right to amend or modify its Rules and Regulations or to adopt such additional Rules and Regulations as the Company deems necessary in the proper conduct of its business subject to the approval of the Public Service Commission of Kentucky.

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