

P.S.C. MO. No. 1
Cancelling P.S.C. MO. No. _____

Missouri Public Service Commission
FIDELITY NATURAL GAS, INC

RECEIVED

JAN 9 1992

MISSOURI
Public Service Commission

SCHEDULE OF RATES

FOR

NATURAL GAS SERVICE

APPLYING TO THE FOLLOWING TERRITORY

The City of Sullivan, Missouri

Issued January 10, 1992 Effective February 10, 1992
month day year month day year

By Ken Matzdorff Assistant V.P. Revenues
name of officer title

64 N. Clark St., Sullivan, MO 63080
address of officer

FILED

FEB 10 1992
91-299
MO. PUBLIC SERVICE COMMISSION

FORM NO.13 P.S.C. MO. No. 1 1st (XXXXXXXXXX)
(revised) Sheet No. i
Cancelling P.S.C. MO. No. 1 (original) Sheet No. i
(XXXXXXXXXX)
Fidelity Natural Gas, Inc. for See below
Name of Issuing Corporation Community, Town or City

RECEIVED

AUG 12 1993

MO. PUBLIC SERVICE COMM.

FIDELITY NATURAL GAS, INC

SCHEDULE OF RATES

FOR

NATURAL GAS SERVICE

APPLYING TO THE FOLLOWING TERRITORIES

The City of Sullivan, Missouri

Oak Grove Village, Missouri

and the Surrounding Certificated Areas

SEP 11 1993

93 - 294

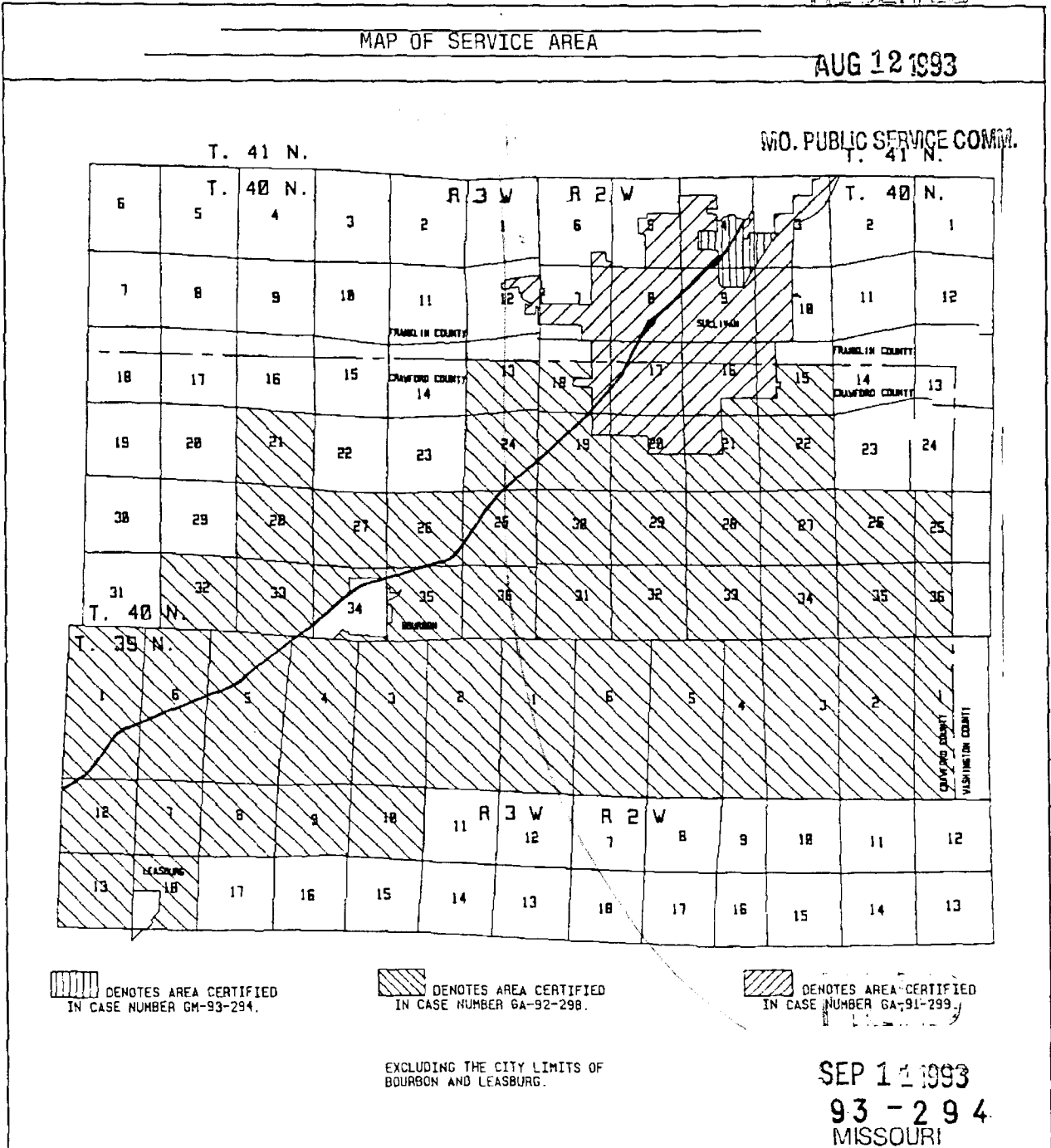
MISSOURI
Public Service Commission

DATE OF ISSUE August 12, 1993 DATE EFFECTIVE September 11, 1993
month day year month day year

ISSUE BY Ken Matzdorff, A.V.P.Revenues, 64 N. Clark Sullivan, MO
name of officer title address

FORM NO.13 P.S.C. MO. No. 1 1st ~~(XXXXXXX)~~ Sheet No. ii
 (revised)
 Cancelling P.S.C. MO. No. 1 (original) Sheet No. ii
 (XXXXXXX)
Fidelity Natural Gas, Inc. For Area Indicated Below
Name of Issuing Corporation Community, Town or City

RECEIVED



DATE OF ISSUE August 12, 1993 DATE EFFECTIVE September 11, 1993
month day year month day year
 ISSUED BY Ken Matzdorff, Asst. V.P. Revenues, 64 N. Clark Sullivan, MO
name of officer title address

FORM NO.13 P.S.C. MO. No. 1 1st (~~XXXXXXXX~~) Sheet No. iii
(revised)
 Cancelling P.S.C. MO. No. 1 (~~original~~) Sheet No. iii
(XXXXXXXX)
Fidelity Natural Gas, Inc. For Refer to Sheet i
 Name of Issuing Corporation Community, Town or City

RECEIVED

DESCRIPTION OF SERVICE TERRITORY

AUG 12 1993

MO. PUBLIC SERVICE COMM.

The City of Sullivan, Oak Grove Village and certain unincorporated areas of Crawford County, Missouri as described below:

East Part of Boone Township T.39-40N.-R.2W.	Sections:	1, 2, 3, 4, 5, 6, 15, 16, 17, 18, 19, 20, 21, 22, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36
West Part Boone Township T.39-40N.-R.3W.	Sections:	1, 2, 3, 4, 5, 6, 13, 21, 24, 25, 26, 27, 28, 32, 33, 34, 35, 36
Benton Township T.38-39N.-R.5-4W.	Sections:	12, 13
West Part Liberty Township T.38-39N.-R.3W.	Sections:	7, 8, 9, 10, 18
East Part Oak Hill Township T.39-40N.-R.4W.	Section:	1

FILED

SEP 11 1993
93 - 294

MISSOURI
Public Service Commission

DATE OF ISSUE August 12, 1993 DATE EFFECTIVE September 11, 1993
month day year month day year
 ISSUED BY Ken Matzdorff, Asst. V.P. Revenues, 64 N. Clark Sullivan, MO
name of officer title address

FORM NO.13 P.S.C. MO. No. 1 1st ~~(XXXXXXX)~~ Sheet No. 1
 (revised)
 Cancelling P.S.C. MO. No. 1 (original) Sheet No. 1
 (XXXXXXX)
Fidelity Natural Gas, Inc. For Refer to Sheet i
Name of Issuing Corporation Community, Town or City

TABLE OF CONTENTS		DEC 10 1992
		Sheet No.
TABLE OF CONTENTS		1-1.2
GENERAL SERVICE		2
LARGE VOLUME SERVICE		3
UNMETERED GAS LIGHT SERVICE		5
TRANSPORTATION SERVICE		7-19
BILLING OF LICENSE, OCCUPATION, OR OTHER SIMILAR CHARGES OR TAXES		20
PURCHASED GAS ADJUSTMENT CLAUSE		21-29
GENERAL ITEMS		30-31
<u>RULES AND REGULATIONS</u>		
Definitions		32-33
General		33
Applications		34
Rate Changes		34
Deposits		35-38
Rendering & Payment of Bills		39-40
Metering For Billing		40
Resale		40
Meter Tests		41
Piping & Equipment		41

FILED

JAN 11 1993

92-298
 MO. PUBLIC SERVICE CO.

DATE OF ISSUE December 10, 1992 DATE EFFECTIVE January 11, 1993
 month day year month day year
 ISSUED BY Ken Matzdorff, Asst. V.P. Revenues, 64 N. Clark Sullivan, MO
 name of officer title address

FORM NO.13 P.S.C. MO. No. 1 1st ~~XXXXXX~~ Sheet No. 1.1
 (revised)
 Cancelling P.S.C. MO. No. 1 (original) Sheet No. 1.1
 (XXXXXX)
Fidelity Natural Gas, Inc. For Refer to Sheet 1
Name of Issuing Corporation Community, Town or City

DEC 10 1992

TABLE OF CONTENTS

Sheet No.

RULES & REGULATIONS (cont.)

Customer's Liabilities	42
Tampering Prohibited	43
Discontinuance of Service	43-45
Reconnection of Service	45
Company Inspection of Customer Premise	46
Temporary Service	46
Auxiliary Service	46
Extensions of Distribution Facilities	47-48
Extensions of Mains	48
Service Line Extensions	48
Main Distribution Line Extensions	49
Main Distribution Line Extensions to Undeveloped Subdivision, Trailer Parks & Industrial Parks	50
Main & Service Pipe Extensions Beyond the Free Allowance	51
Title to the Customer Extension	51
Free Conversions Rules & Regulations	52-57
Limitations Upon Company's Obligation to Supply Gas Service	58

FILED
 JAN 11 1993
 92 - 298
 MO. PUBLIC SERVICE COMMISSION

DATE OF ISSUE December 10, 1992 DATE EFFECTIVE January 11, 1993
 month day year month day year
 ISSUED BY Ken Matzdorff, Asst. V.P. Revenues, 64 N. Clark Sullivan, MO
 name of officer title address

FORM NO.13 P.S.C. MO. No. 1 1st ~~(XXXXXX)~~ Sheet No. 1.2
 (revised)
 Cancelling P.S.C. MO. No. 1 (original) Sheet No. 1.2
 (XXXXXX)
Fidelity Natural Gas, Inc. For Refer to Sheet 1
 Name of Issuing Corporation Community, Town or City

<u>TABLE OF CONTENTS</u>	
	DEC 10 1992
	<u>Sheet No.</u>
<u>RULES & REGULATIONS (cont.)</u>	
Notice of Acceptance	58
Existing Commitments	59
Emergency Curtailment Plan	59
Relief From Liability	59
Precedence	60
Special Meter Readings	60
Collection Trip Charge	60
Average Payment Plan	60-61

FILED

JAN 11 1993

92 - 248

MO. PUBLIC SERVICE COM.

DATE OF ISSUE December 10, 1992 DATE EFFECTIVE January 11, 1993
 month day year month day year
 ISSUED BY Ken Matzdorff, Asst. V.P. Revenues, 64 N. Clark Sullivan, MO
 name of officer title address

FORM NO. 13 P.S.C. MO. NO. 1 2nd (original) Sheet No. 2
 (revised)
 Cancelling P.S.C. MO. No. 1 1st (original) Sheet No. 2
 (revised)
Fidelity Natural Gas, Inc. For Refer to Sheet i
 Name of Issuing Corporation Community, Town or City

RECEIVED

GENERAL SERVICE (GS)

MAR 22 1995

Availability - this rate schedule is available for all firm gas service rendered by the Company, including space heating service. MO. PUBLIC SERVICE COMM

Rate - The monthly charge shall consist of a customer charge plus a charge for gas used as set forth below:

Customer Charge

Residential	- per month	\$ 8.00 *
Commercial	- per month	8.00 *

Commodity Charge

For all Ccfs used per month -	\$ 0.3200
per Ccf	0.3074

Minimum Monthly Charge - The Customer Charge.

Late Payment Charge - Unless otherwise required by law or other regulation, 1.5% will be added to the outstanding balance of all bills not paid by the delinquent date stated on the bill. The late payment charge will not be applied to amounts being collected through a pre-arranged payment agreement with the Company that is kept up-to-date.

Billing of License, Occupation, Franchise or other Similar Charges or Taxes - See Original Sheet No. 20.

Purchased Gas Adjustment - the rates and charges contained herein are subject to adjustments pursuant to the Purchased Gas Adjustment Clause contained on Sheet Nos. 21 through 29.

* **Customer Charge Waiver** - For a eighteen (18) month period from the effective date of this tariff sheet, the customer charge for residential and commercial customers is waived. The customer charge for any new customer converting to natural gas will be waived for eighteen (18) months beginning with the date of conversion. The purpose of this waiver is to promote the availability of the residential and commercial general service throughout the Company's service area. Unless extended, the customer charge waiver program will conclude eighteen (18) months from the effective date of this tariff sheet.

FILED

JUN 01 1995

DATE OF ISSUE March 22, 1995 DATE EFFECTIVE June 30, 1995
 month day year month day year

ISSUED BY Kent Bliss, V.P. Revenues 64 N. Clark, Sullivan, MO 63080
 Name of Officer Title Address

Fidelity Natural Gas, Inc. For Refer to Sheet 1
Name of Issuing Corporation Community, Town _____

RECEIVED

COMMERCIAL SERVICE (CS)

JAN 23 1996

Availability - Service under this rate schedule is available for qualifying non-residential customers with annual usage equal to or greater than 3,000 Ccf who contract for gas service under this schedule for a term of one year. The Company will offer service under this schedule to all Commercial - General Service customers with annual usage equal to or greater than 3,000 Ccf. MISSOURI Public Service Commission

Rates - The monthly charge shall consist of a customer charge, and a commodity charge as set forth below:

Customer Charge - per month	\$10.00
Commodity Charge - For all Ccf's used per month	\$ 15.00
Maximum Commodity	\$ 0.3200 per Ccf 0.3074
Minimum Commodity	\$ 0.2500 per Ccf 0.2200

Minimum Monthly Charge - The Customer Charge.

Commodity Charge Flex Provisions - The Company may flex below the Maximum Commodity Charge down to the Minimum Commodity Charge where it has been determined that such reduction is necessary to compete with the cost of delivered propane. All customers in this service class will be charged the same Commodity Charge for billings during any specific month. The Company may change its Commodity Charge within the Maximum and Minimum Commodity Charge range only once every six months. The Company will maintain all documentation showing that any and all flexes it performs from the Maximum Commodity Charge is justified and prudent. The Company will notify its customers, the Office of Public Counsel and the Energy Department Manager of the MoPSC Staff of each change in flex at least 30 days before any commodity charge is billed. The Company will provide copies of all documentation, justifying the level of its flex each time its billed margin Commodity Charge changes, with the office of Public Counsel and to the Commission's Energy Department Manager upon request.

Purchased Gas Adjustment - the rates and charges contained herein are subject to adjustments pursuant to the Purchased Gas Adjustment Clause contained on sheets Nos. 21 through 29.

Late Payment Charge - Unless otherwise required by law or other regulation, 1.5% will be added to the outstanding balance of all bills not paid by the delinquent date stated on the bill. The late payment charge will not be applied to amounts being collected through a pre-arranged payment agreement with the Company that is kept up-to-date.

FILED

Billing of License, Occupation, Franchise or Similar Charges or Taxes - See Original Sheet No. 1 20. MAR 1 1996

DATE OF ISSUE January 22, 1996 DATE EFFECTIVE March 1, 1996
month day year month day year
ISSUED BY Kent Bliss, V.P. Finance, 64 N. Clark Sullivan, MO
name of officer title address

MO. PUBLIC SERVICE COMM

Fidelity Natural Gas, Inc. For Refer to Sheet 1
Name of Issuing Corporation Community, **RECEIVED**

LARGE VOLUME SERVICE (L.V.S.)

JAN 22 1996

MISSOURI
Public Service Commission

Availability - service under this rate schedule is available for qualifying firm gas users. Service under this rate schedule is available to customers contracting for a minimum term of one year with an annual usage equal to, or greater than 35,000 Ccfs, who can be expected to maintain an average load factor (as defined on Sheet No. 33) of at least 35% in the months of November-April.

Rates - The monthly charge shall consist of a customer charge, and a commodity charge as set forth below:

Customer Charge - per month	\$50.00
Maximum Commodity Charge - for all Ccf's used per month - per Ccf	\$ 0.3200 0.3074
Minimum Commodity Charge - for all Ccf's used per month - per Ccf	\$ 0.1000

Minimum Monthly Charge - The Customer Charge.

Commodity Charge Flex Provisions-The Company may flex between the Maximum Commodity Charge and the Minimum Commodity Charge for each annual L.V.S. contract, where it has determined that such reduction is necessary to compete with the cost of propane delivered to the L.V.S. customer's premises. The Company will maintain all documentation showing that each flex it performs from the Maximum Commodity Charge is justified and prudent. The Company will notify its L.V.S. customers, the Office of the Public Counsel and the Commission's Energy Department Manager at least 30 days before it bills customers a change in the margin Commodity Charge rate. The Company will provide copies of all documentation, justifying the level of its flex each time its billed margin Commodity Charge changes, with the Office of Public Counsel and to the Commission's Energy Department Manager upon request.

Purchased Gas Adjustment - The rates and charges contained herein are subject to adjustments pursuant to the Purchased Gas Adjustment Clause contained on Sheets Nos. 21 through 29.

FILED

MAR 1 1996

MO. PUBLIC SERVICE COMM

DATE OF ISSUE January 22, 1996 DATE EFFECTIVE March 1, 1996
month day year month day year
ISSUED BY Kent Bliss, V.P. Finance, 64 N. Clark Sullivan, MO
name of officer title address

FORM NO.13 P.S.C. MO. No. 1 1st ~~(XXXXXXX)~~ Sheet No. 4
(revised)
Cancelling P.S.C. MO. No. 1 (original) Sheet No. 4
(XXXXXXX)
Fidelity Natural Gas, Inc. For Refer to Sheet 1
Name of Issuing Corporation Community, Town or City

DEC 10 1992

LARGE VOLUME SERVICE (cont.)

Billing of License, Occupation, or Other Similar Charges or Taxes - See Original Sheet No. 20.

Late Payment Charge - Unless otherwise required by law or other regulation, 1.5% will be added to the outstanding balance of all bills not paid by the delinquent date stated on the bill. The late payment charge will not be applied to amounts being collected through a pre-arranged payment agreement with the Company that is kept up-to-date.

FILED
JAN 11 1993
92 - 298
MO. PUBLIC SERVICE COMM.

DATE OF ISSUE December 10, 1992 DATE EFFECTIVE January 11, 1993
month day year month day year
ISSUED BY Ken Matzdorff, Asst. V.P. Revenues, 64 N. Clark Sullivan, MO
name of officer title address

FORM NO.13 P.S.C. MO. No. 1

{original} Sheet No. 4.1

{XXXXXXXXXX}

Cancelling P.S.C. MO. No. 1

{original} Sheet No. _____

{revised}

Fidelity Natural Gas, Inc.
Name of Issuing Corporation

For Refer to Sheet 1
Community, Town or City REC'D

DEC 20 1992

INTERRUPTIBLE SALES SERVICE

Availability - This rate schedule is available to customers contracting for metered interruptible gas service for a minimum term of one year. Under certain conditions and from time to time, the Company has excess gas to sell. When the Company has such gas available for resale, it will make short-term arrangements for the sale thereof.

Net Rate - The monthly charge shall consist of a customer charge and a commodity charge as set forth below:

Customer Charge - per month	\$250 \$ 200
Maximum Commodity Charge - for all Ccf's used per month - per Ccf	\$.2600
Minimum Commodity Charge - for all Ccf's used per month - per Ccf	12.700 \$.1000

Minimum Monthly Charge - The Customer Charge

The Company may from time to time at its sole discretion reduce its maximum commodity charge for service by any amount down to the minimum commodity charge for customers who have alternative energy sources, which on an equivalent Btu basis, can be shown to be less than the sum of the Company's maximum rate and the cost of gas reflected in the Purchased Gas Adjustment factor. Such reductions will only be permitted if, in the Company's sole discretion, they are necessary to retain or expand services to an existing customer, to reestablish service to a previous customer or to acquire new customers.

Penalty Charges - If during any curtailment period, any customer takes without the Company's advance approval a volume of gas in excess of the volumes authorized to be used by such customers, said excess volumes shall be considered unauthorized overrun deliveries.

Any such deliveries shall be subject to any penalties imposed by the Company's supplier(s) on the Company when said penalties are a direct result of such deliveries. Such penalty shall be in addition to any other charges for such gas as provided for under applicable rate schedules.

JAN 20 1993

DATE OF ISSUE December 29, 1992 DATE EFFECTIVE January 30, 1993
 month day year month day year
 ISSUED BY Ken Matzdorff, Asst. V.P. Revenues, 64 N. Clark Sullivan, MO
 name of officer title address

FORM NO.13 P.S.C. MO. No. 1 (original) Sheet No. 4.2
 (XXXXXXXX) Sheet No. _____
 Cancelling P.S.C. MO. No. 1 (original) Sheet No. _____
 (revised) Sheet No. _____
Fidelity Natural Gas, Inc. For Refer to Sheet 1
Name of Issuing Corporation Community, Town or City

RECEIVED

INTERMITTIBLE SALES SERVICE (cont.)

DEC 29 1992

MO. PUBLIC SERVICE COMPANY

Purchased Gas Adjustment - The rates and charges contained herein are subject to adjustments pursuant to the Purchased Gas Adjustment Clause contained on Sheets Nos. 21 through 29.

Billing of License, Occupation, or Other Similar Charges or Taxes - See original Sheet No. 20.

Late Payment Charge - Unless otherwise required by law or other regulation, 1.5% will be added to the outstanding balance of all bills not paid by the delinquent date stated on the bill. The late payment charge will not be applied to the amounts being collected through a pre-arranged payment agreement with the Company that is kept up-to-date.

FILED

JAN 30 1993

MO. PUBLIC SERVICE COMPANY

DATE OF ISSUE December 29, 1992 DATE EFFECTIVE January 30, 1993
 month day year month day year
 ISSUED BY Ken Matzdorff, Asst. V.P. Revenues, 64 N. Clark Sullivan, MO
 name of officer title address

FORM NO.13 P.S.C. MO. No. 1 1st ~~(XXXXXXXXXX)~~ Sheet No. 5
 (revised)
 Cancelling P.S.C. MO. No. 1 (original) Sheet No. 5
 (XXXXXXXXXX)
Fidelity Natural Gas, Inc. For Refer to Sheet i
 Name of Issuing Corporation Community, Town or City

DEC 10 1992

UNMETERED GAS LIGHT SERVICE (UGLS)

Availability - This rate schedule is available, subject to the special provisions included herein, to customers who contract for service thereunder for a minimum term of one year for unmetered gas to be used solely for the continuous operation of gas lights.

Rate

Customer Charge \$2.50 per month

For lights equipped with one or more single upright mantle units or double inverted mantle units with an hourly input rating of 3 cubic feet or less per mantle unit:

Each initial mantle unit per light \$7.00 per month
 Each additional mantle unit per light \$7.00 per month

For open flame lights or lights equipped with mantle units with an hourly input rating in excess of 3 cubic feet per mantle unit:

First 3 cubic feet of hourly input rating per light \$7.00 per month

Each additional 3 cubic feet of hourly input rating or fraction thereof per light \$7.00 per month

Purchased Gas Adjustment - The charges specified in this schedule shall be subject to an adjustment per Ccf for increases and decreases in the Company's cost of purchased gas, as set out on Sheet No. 29; and such adjustment per Ccf shall be applied on the basis of an average consumption of 19.7 Ccfs per month per mantle unit.

Late Payment Charge - Unless otherwise required by law or other regulation, 1.5% will be added to the outstanding balance of all bills not paid by the delinquent date stated on the bill. The late payment charge will not be applied to amounts being collected through a pre-arranged payment agreement with the Company that is kept up-to-date.

FILED
 JAN 11 1993

92-298
 MO PUBLIC SERVICE COMM

DATE OF ISSUE December 10, 1992 DATE EFFECTIVE January 11, 1993
 month day year month day year
 ISSUED BY Ken Matzdorff, Asst. V.P. Revenues, 64 N. Clark Sullivan, MO
 name of officer title address

FORM NO.13 P.S.C. MO. No. 1 1st ~~XXXXXXXXXX~~ Sheet No. 6
(revised)
Cancelling P.S.C. MO. No. 1 (original) Sheet No. 6
~~XXXXXXXXXX~~
Fidelity Natural Gas, Inc. For Refer to Sheet i
Name of Issuing Corporation Community, Town or City

UNMETERED GAS LIGHT SERVICE (cont.) DEC 10 1992

Special Provisions

(1) The gas lights and standards shall meet with the approval of the Company and shall be installed in locations that are suitable to the Company. Such lights and standards shall be supplied and installed by the customer and shall remain the property of the customer. Servicing, maintenance, repairs, or replacement of same shall be the sole responsibility of the customer.

(2) Service hereunder is applicable only where Company's existing mains and service pipe are suitable to supply such service. Customer's lights shall be connected by the Company to its facilities, however, such connections shall be limited to those which can be economically justified, as determined solely by the Company applying sound engineering and economic principles.

FILED

JAN 11 1993
92 - 298
MO. PUBLIC SERVICE COMM.

DATE OF ISSUE December 10, 1992 DATE EFFECTIVE January 11, 1993
month day year month day year
ISSUED BY Ken Matzdorff, Asst. V.P. Revenues, 64 N. Clark Sullivan, MO
name of officer title address

FORM NO.13 P.S.C. MO. No. 1 2nd ~~(XXXXXX)~~ Sheet No. 1
 (revised)
 Cancelling P.S.C. MO. No. 1 1st ~~(XXXXXX)~~ Sheet No. 7
 (revised)
Fidelity Natural Gas, Inc. For Refer to Sheet 1
 Name of Issuing Corporation Community, Town or City

<u>TRANSPORTATION SERVICE</u>		RECEIVED JAN 25 1993
		MISSOURI Public Service Commission
<u>Availability</u>		
<p>Natural Gas Transportation Service is available under Transportation Contract with Company to customers having requirements in excess of 35,000 Ccfs in any one month of a twelve month period. Such transportation service is subject to interruption or curtailment as further explained in the Character of Service section below. Volumes transported pursuant to this tariff shall be included in the requirements provided for in Company's natural gas sales contract with the customer ("transporter").</p>		
<u>Net Monthly Bill</u>	<u>Industrial</u>	
Customer Charge per month (Exclusive of any consumption)	\$200.00	
All Gas Delivered to Transporter Per Ccf:		
Maximum Transportation Charge	\$0.3200	1,2700
Other Charges	\$0.0000	
Total Cost Per Ccf	\$0.3200	1,2700
Minimum Transportation	\$0.1000	
Other Charges	\$0.0000	
Total Cost Per Ccf	\$0.1000	
<p>The Company may from time to time at its sole discretion reduce its maximum commodity charge for service by any amount down to the minimum commodity charge for customers who have alternative energy sources, which on an equivalent Btu basis, can be shown to be less than the sum of the Company's maximum rate and the cost of gas reflected in the Purchased Gas Adjustment factor. Such reductions will only be permitted if, in the Company's sole discretion, they are necessary to retain or expand services to an existing customer, to reestablish service to a previous customer or to acquire new customers.</p>		
		FILED MAR 6 1993
MO. PUBLIC SERVICE COM. 11		

DATE OF ISSUE January 25, 1993 DATE EFFECTIVE March 6, 1993
 month day year month day year
 ISSUED BY Ken Matzdorff, Asst. V.P. Revenues, 64 N. Clark Sullivan, MO
 name of officer title address

FORM NO.13 P.S.C. MO. No. 1 1st ~~XXXXXXXXXXXX~~ Sheet No. 7.1
 (revised)
 Cancelling P.S.C. MO. No. 1 (original) Sheet No. 7.1
 (revised)
 XXXXXXXXXXXX
Fidelity Natural Gas, Inc. For Refer to Sheet i
 Name of Issuing Corporation Community, Town or City

RECEIVED

TRANSPORTATION SERVICE (con't) JAN 22 1996

**MISSOURI
Public Service Commission**

Billing shall also include any other charges incurred, and any transmission and distribution losses incurred by Company from other parties for the transportation of the gas to the transporter including, but not limited to, supplier transportation and gathering charges, overrun penalties, take or pay costs, balancing charges, and any governmental fees or taxes incurred by the Company on behalf of the transporter.

Any penalties or other charges incurred by the Company related to the transportation of a customer's natural gas before its delivery to the Company's city gate will be charged the individual customer who causes such penalties or other charges. Penalties or other charges shall not be included in the Purchased Gas Adjustment Clause's Actual Cost Adjustment factor computation, and will not be recoverable from sales customers.

The Company shall use either electronic meter reading or manual meter readings of its transportation customers to determine each transportation customers daily usage and the resulting responsibility of each customer for the penalties and charges.

If there are not adequate meter readings to ascertain transportation customer's individual responsibilities for such penalties or other charges, the Company will not bill any customers for such penalties or other charges.

The Company shall supply the Commission's Energy Rates Manager with all documentation showing the complete allocation of all such penalties or other charges.

In addition, any customers electing to transport natural gas under this rate schedule shall be responsible for payment of an allocated pro rata share, as specified in the Purchased Gas Adjustment Clause (Sheet Nos. 21-29), of any demand, take or pay, or gas inventory charge or any similar charge levied by Company's supplier(s) that are a direct result of Company maintaining its

FILED

MAR 1 1996

MO. PUBLIC SERVICE COM'

DATE OF ISSUE January 22, 1996 DATE EFFECTIVE March 1, 1996
 month day year month day year
 ISSUED BY Kent Bliss, V.P. Finance, 64 N. Clark Sullivan, MO
 name of officer title address

FORM NO.13 P.S.C. MO. No. 1 1st ~~XXXXXXX~~ Sheet No. 8
 (revised)
 Cancelling P.S.C. MO. No. 1 (original) Sheet No. 8
 (XXXXXXX)
Fidelity Natural Gas, Inc. For Refer to Sheet i
Name of Issuing Corporation Community, Town or City

TRANSPORTATION SERVICE (cont.)

regular sales contract with its supplier(s). Said charges shall be calculated in accordance with the terms set forth in Company's Purchased Gas Adjustment Clause and shall include all costs other than the current pipeline commodity rate and system loss factor. All revenues recovered through this provision of the transportation tariff, except the take or pay charges, shall be labeled as backup charges, documented, and included in the calculation of the Deferred Purchased Gas Cost Accounts, as specified in Section II and III of the Purchased Gas Adjustment Clause, as a cost recovery used in the determination of the Actual Cost Adjustment factor. Take or pay related revenues, collected as a result of this provision, shall be included when revising the take or pay factor provided for the Purchased Gas Adjustment clause.

Nothing contained herein shall be construed as affecting in any way the right of the Company to unilaterally make application for a change in its rates to the Missouri Public Service Commission.

Minimum Monthly Bill

The higher of the above rate for zero consumption plus applicable customer charge, demand charges and adjustments as herein described, or the minimum as set forth by contract. If both sales service and transportation service are provided in a given billing period, the Company shall assess only one customer charge.

Rules and Regulations

Service furnished under this schedule shall be subject to the Company's Rules and Regulations, and Orders of the Missouri Public Service Commission, the Federal Energy Regulatory Commission, or any other governmental body having jurisdiction.

The above rate does not include any franchise, occupational or other similar tax or license fee. These items will be applied to revenue related to the Company's charges where applicable, as provided for in Sheet No. 20

FILED

JAN 11 1993
92 - 298

MO. PUBLIC SERVICE COM. 1

DATE OF ISSUE December 10, 1992 DATE EFFECTIVE January 11, 1993
 month day year month day year
 ISSUED BY Ken Matzdorff, Asst. V.P. Revenues, 64 N. Clark Sullivan, MO
 name of officer title address

FORM NO.13 P.S.C. MO. No. 1 1st ~~(XXXXXXXXXX)~~ Sheet No. 9
 (revised)
 Cancelling P.S.C. MO. No. 1 (original) Sheet No. 9
 (XXXXXXXXXX)
Fidelity Natural Gas, Inc. For Refer to Sheet i
Name of Issuing Corporation Community, Town or City

TRANSPORTATION SERVICE (cont.)

DEC 10 1992

Character of Service

Service provided under this schedule shall be subject to interruption or curtailment due to system capacity or supply constraints, to be determined in the Company's sole discretion reasonably exercised in accordance with the Company's Gas Rules and Regulations and with the terms and, if applicable, conditions of the Company's transportation tariff.

Transportation service shall also be subject to the following additional provisions:

Billing

The Company will render bills monthly for transportation service furnished the previous monthly period, which may include billings from third party transporters delivering gas to the Company on the customer's ("transporter's") behalf. Such billing shall become due and payable 15 days after receipt of the invoice. Should transporter fail to pay part or all of the amount of any such billing and, if such failure shall continue for fifteen (15) days after payment is due, then the Company, in addition to any other remedy it may have, may suspend further receipt and/or delivery of gas until such amount is paid.

Transporter agrees to reimburse the Company for all taxes and other fees levied in connection with transportation service that the company is obligated to pay to any governmental authority. The term "taxes" as used herein, shall mean any tax (other than ad valorem, income or excess profits taxes), fee or charge now or hereafter levied, assessed or made by any governmental authority on the gas itself or on the act, right or privilege of producing, severing, gathering, transporting, handling, selling, or delivering gas, however such taxes are measured.

FILED

JAN 11 1993
 92 - 298

MO. PUBLIC SERVICE COMM.

DATE OF ISSUE December 10, 1992 DATE EFFECTIVE January 11, 1993
 month day year month day year
 ISSUED BY Ken Matzdorff, Asst. V.P. Revenues, 64 N. Clark Sullivan, MO
 name of officer title address

FORM NO.13 P.S.C. MO. No. 1 1st ~~(XXXXXXX)~~ Sheet No. 10
 (revised)
 Cancelling P.S.C. MO. No. 1 (original) Sheet No. 10
 (XXXXXXX)
Fidelity Natural Gas, Inc. For Refer to Sheet i
Name of Issuing Corporation Community, Town or City

TRANSPORTATION SERVICE (cont.)

DEC 10 1992

Terms and Conditions

Service hereunder is subject to the Company's applicable rate schedule, and the contract thereunder. The term of service hereunder shall be the same as the remaining term of transporter's sales and transportation contract with Company, provided that the Company reserves the right to discontinue transportation service as set forth herein, and provided further that service shall terminate at such earlier date as transportation service ceases to be available from the interstate or intrastate pipeline company.

Conditions of Receipt and Delivery

(1) Transporter will provide for the delivery of volumes of natural gas to be transported to a mutually agreeable location on the Company's system which serves transporter's premises, and the Company shall deliver said volumes of gas to the outlet side of the Company's meters at transporter's premises. The Company agrees to deliver to transporter at the point of delivery a quantity of gas equal to the quantity received at the point of receipt, less fuel usage and/or unaccounted-for line losses as estimated by the Company for the most recent twelve month period ending August. Gas transported hereunder shall be delivered to Company in the State of Missouri and shall ultimately be consumed by transporter in the State of Missouri. Gas delivered hereunder shall not be resold by transporter.

(2) The transporter and Company shall, by mutual agreement, establish the date of commencement of receipt and delivery of gas hereunder.

(3) Any gas introduced into the system by a transporter, must have the same Btu value as that of the Company average.

(4) Monthly Balancing. Monthly balancing of transportation receipts and deliveries shall be maintained by transporter to the maximum extent practicable. Despite the best efforts of transporter to keep receipts and deliveries in balance, any imbalance which does occur, however, shall be subject to the terms and conditions of this Section.

FILED

JAN 11 1993

92-248
 MO. PUBLIC SERVICE COMMISSION

DATE OF ISSUE December 10, 1992 DATE EFFECTIVE January 11, 1993
month day year month day year
 ISSUED BY Ken Matzdorff, Asst. V.P. Revenues, 64 N. Clark Sullivan, MO
name of officer title address

FORM NO.13 P.S.C. MO. No. 1 1st ~~(XXXXXXX)~~ Sheet No. 11
 (revised)
 Cancelling P.S.C. MO. No. 1 (original) Sheet No. 11
 (XXXXXXX)
Fidelity Natural Gas, Inc. For Refer to Sheet i
Name of Issuing Corporation Community, Town or City

TRANSPORTATION SERVICE (cont.) DEC 10 1992

(a) Positive Imbalance. Where the imbalance is the result of transporter delivering or causing delivery to the Company at the Receipt Point(s) a quantity of gas which, after appropriate reductions, exceeds the quantity of gas taken by the transporter during the same billing period ("positive imbalance"), the Company shall notify transporter of the existence and extent of the imbalance and transporter shall take all appropriate actions to eliminate this positive imbalance within the two (2) billing periods next following the billing period in which the transporter is notified of the imbalance.

(b) Excess Positive Imbalance

(1) To the extent that transporter's deliveries to the Company plus any previous positive imbalance, if any, exceed the quantities taken that month by transporter from the Company by more than 5% of the monthly average consumption of customer during the most recent three-month period, not including the most recent billing period ("excess positive imbalance"), the transporter and the Company shall promptly confer to establish a mutually agreeable schedule to eliminate the excess positive imbalance and transporter shall take appropriate action to eliminate the excess positive imbalance in accordance with the agreed upon schedule.

(2) If the parties are unable to agree to a reduction schedule, and the transporter fails to eliminate the excess positive imbalance by the end of the second billing period following the period in which the imbalance occurs, the Company shall be authorized to take any action necessary to reduce or eliminate the excess positive imbalance including, but not limited to, retention by the Company of the volumes of gas constituting the excess positive imbalance at no cost to the Company and free and clear of any adverse claim, or restricting or refusing to accept additional deliveries eliminated. The dollar effect of gas so acquired by the Company shall be credited to the Company's sales customers through the operation of the Purchased Gas Adjustment Clause.

FILED
 JAN 11 1993
 92 - 298
 MO. PUBLIC SERVICE COMM.

DATE OF ISSUE December 10, 1992 DATE EFFECTIVE January 11, 1993
 month day year month day year
 ISSUED BY Ken Matzdorff, Asst. V.P. Revenues, 64 N. Clark Sullivan, MO
 name of officer title address

FORM NO.13 P.S.C. MO. No. 1 1st Sheet No. 12
 (revised)
 Cancelling P.S.C. MO. No. 1 (original) Sheet No. 12
 (XXXXXXXX)
Fidelity Natural Gas, Inc. For Refer to Sheet i
Name of Issuing Corporation Community, Town or City

TRANSPORTATION SERVICE (cont.)

DEC 10 1992

(c) Negative Imbalance

(1) Where the imbalance is the result of transporter delivering or causing delivery to the Company of a quantity of gas during any billing period which, after appropriate reductions, is less than the quantity taken from the Company during the same billing period ("negative imbalance"), and such negative imbalance is not intended to eliminate a prior positive imbalance, the quantity of gas constituting the negative imbalance shall be deemed purchased from the Company and the Company shall charge the transporter an amount equal to the product of the negative imbalance and the Company's resale rate in effect at the time that the negative imbalance is incurred. Payment of such charge shall eliminate the imbalance and no further corrective action shall be required.

(2) In the event a negative imbalance occurs which, in the sole and reasonable opinion of the Company, is not caused by the transporter, the transporter's agents, or other transporters on the Company system or their agents, transporter may correct the negative imbalance during the two billing periods after the billing period in which transporter was notified of the negative imbalance, by delivering gas to the Company, which after appropriate reductions is in excess of gas taken by the transporter from the Company during said billing periods, and if the Company is able to receive such volumes, such excess volumes may, at the request of the transporter, be used to offset the negative imbalance and transporter shall receive a credit equal to the product of the excess volumes delivered and the tariff rate charged at the time the imbalance was incurred.

(d) Emergency Corrective Actions. Without regard to the foregoing, and except as limited by Paragraph 8(d) on Sheet No. 14 of this tariff, the Company shall have the right to take, or require transporter to take, such actions of whatever nature as may be required to correct imbalances which threaten the integrity of the system, including maintenance of service to other customers.

(e) Sequence of Deliveries. Unless otherwise agreed between the Company and transporter, gas taken by transporter from the Company shall be deemed to be delivered to the transporter in the following sequence:

- (1) All currently nominated transportation volumes, if any;

DATE OF ISSUE December 10, 1992 DATE EFFECTIVE January 11, 1993
 month day year month day year
 ISSUED BY Ken Matzdorff, Asst. V.P. Revenues Clark Sullivan, MO
 name of officer title address

JAN 11 1993
 92 - 298
 MO. PUBLIC SERVICE COMMA.

FORM NO.13 P.S.C. MO. No. 1 1st ~~(XXXXXX)~~ Sheet No. 13
 (revised)
 Cancelling P.S.C. MO. No. 1 (original) Sheet No. 13
 (XXXXXX)
Fidelity Natural Gas, Inc. For Refer to Sheet i
Name of Issuing Corporation Community, Town or City

TRANSPORTATION SERVICE (cont.)

DEC 10 1992

(2) Any gas which is used to eliminate or reduce any imbalance incurred by the transporter;

(3) Gas deemed purchased from the Company in the current billing period pursuant to the Company's applicable sales rate schedule.

(f) The Company shall not be obligated to perform post contract termination balancing to the extent that, in the sole discretion of the transporting interstate or intrastate pipeline company and/or the Company reasonably exercised, such is deemed to be "transportation" as defined by either the Federal Energy Regulatory Commission or the Missouri Public Service Commission.

(4) Should transporter be unable to accept the volume tendered at the point of delivery by the Company on any day(s), then the Company may refuse to receive gas at the point of receipt to the Company on such day(s).

(5) Deliveries of gas at the point of receipt shall be at a pressure sufficient to enter the Company's pipeline system at such point. Deliveries of gas at the point of delivery shall be at such pressure as may exist in the Company's pipeline at such point from time to time.

(6) The Company shall have the unqualified right to commingle gas transported hereunder with gas from other sources, and to treat and handle all such gas as its own even though title to the transported gas is vested in transporter. It is recognized that gas delivered will not necessarily be the same molecules as those received at the point of receipt.

(7) Before commencing delivery of any natural gas to the Company for transport to the transporter, transporter shall furnish the Company with written certification demonstrating to the Company's satisfaction that the supplies to be purchased, and the third party transportation to be provided thereunder, will conform to the delivery specifications of this tariff and the transporting interstate pipeline's tariff, and that such supplies are reasonably reliable for the purpose of meeting transporter's daily transport volume requirements.

(8) The Company's obligation to transport gas of transporter shall be as follows:

DATE OF ISSUE December 10, 1992 DATE EFFECTIVE January 11, 1993
 month day year month day year
 ISSUED BY Ken Matzdorff, Asst. V.P. Revenues, 64 N. Clark Sullivan, MO
 name of officer title **FILED** address

JAN 11 1993
 92 12 98

FORM NO.13 P.S.C. MO. No. 1 1st ~~XXXXXXXX~~ Sheet No. 14
 (revised)
 Cancelling P.S.C. MO. No. 1 (original) Sheet No. 14
 (XXXXXXX)
Fidelity Natural Gas, Inc. For Refer to Sheet i
Name of Issuing Corporation Community, Town or City

TRANSPORTATION SERVICE (cont.)

DEC 10 1992

(a) If the Company's system capacity is inadequate to meet transporter's demands for sales and transportation service, the service supplied under this tariff will be curtailed in accordance with the Company's Gas Rules and Regulations.

(b) If a supply deficiency occurs in the volumes being delivered to the Company on behalf of transporter, and sales gas of the same priority is available without penalty to the Company, transporter may continue to be served sales volumes in lieu of transportation volumes at the applicable sales rate.

(c) If a supply deficiency occurs in the volume of gas available to the Company for resale, and the transporter's supply delivered to the Company for transportation continues to be available, then transporter may continue to receive full transportation service even though sales gas of the same priority is being curtailed.

(d) In the event that the Company has inadequate supplies of natural gas resulting from any of the circumstances identified in the Company Gas Rules and Regulations and because of such inadequate supplies the Company in its sole judgement believes it will be required within the next twenty-four (24) hours to interrupt service to any customer where the interruption received ("Deferred Gas") for a period not to exceed the duration of the circumstance causing the inadequate supply or as soon as the Company is reasonably able to obtain a supply of gas to alleviate such circumstances. Deferred Gas may be used by the Company to avoid interruption of service to the aforementioned customers. The Company shall reimburse transporter for the amount per MMBtu by which the applicable price of number 6 fuel oil published by the Federal Energy Regulatory Commission pursuant to 18 CFR Sec. 282.404, or the published price for each other alternate fuel ordinarily used by transporter to replace natural gas for the deferment period exceeds the delivered cost to transporter of the Deferred Gas (inclusive of all transportation and other charges), provided that

FILED

JAN 11 1993
92 - 298

MO. PUBLIC SERVICE COMMISSION

DATE OF ISSUE December 10, 1992 DATE EFFECTIVE January 11, 1993
 month day year month day year
 ISSUED BY Ken Matzdorff, Asst. V.P. Revenues, 64 N. Clark Sullivan, MO
 name of officer title address

FORM NO.13 P.S.C. MO. No. 1 1st ~~(XXXXXX)~~ Sheet No. 15
 (revised)
 Cancelling P.S.C. MO. No. 1 (original) Sheet No. 15
 (XXXXXX)

Fidelity Natural Gas, Inc. For Refer to Sheet i
 Name of Issuing Corporation Community, Town or City

TRANSPORTATION SERVICE (cont.)

DEC 10 1992

such Deferred Gas would not otherwise have been interrupted. Such reimbursement shall be accounted for by the Company as a purchased gas expense. The Company shall use its best efforts to notify transporter twenty-four (24) hours in advance of any such deferral, but shall not be liable for failure to give such advance notice. The Company shall not impose any storage charge upon transporter for deferral of gas pursuant to this paragraph.

(9) The determination of system capacity limitation shall be in the sole discretion, reasonably exercised, of the Company. If capacity limitations restrict the volume of gas which transporter desires to be transported, transporter may request the Company to make reasonable enlargements in its existing facilities, which requests the Company shall not unreasonably refuse, provided that the actual cost (including indirect costs) of such system enlargements are borne by the transporter pursuant to a contract entered into by the Company and transporter. Title to such expanded facilities shall be and remain in the Company free and clear of any lien or equity by transporter. Nothing herein contained shall be construed as obligating the Company to construct any extensions of its facilities.

(10) In the event that transportation hereunder causes the incurrence of demand charges, standby charges, reservation charges, penalties or like charges from the Company's gas suppliers or transporters, which charges are in addition to charges for gas actually received by the Company, such charges shall be billed to customer in addition to amounts for service rendered hereunder. Any disputes regarding customer responsibility for such charges shall be referred to the agency having jurisdiction herein for resolution.

Scheduling

Schedules of receipts must be received by the Company by the times provided herein, and may be changed pursuant to this tariff only as necessitated by operating difficulties not reasonably foreseeable at the time such schedules were tendered. All schedules and changes thereto shall specify volumes by point of receipt and point of delivery. The Company may refuse to receive or deliver any gas not timely and properly scheduled, and transporter shall

DATE OF ISSUE December 10, 1992 DATE EFFECTIVE January 11, 1993
 month day year month day year
 ISSUED BY Ken Matzdorff, Asst. V.P. Revenues, 64 N. Clark Sullivan, MO
 name of officer title address

FILED

JAN 11 1993
 92 - 298

FORM NO.13 P.S.C. MO. No. 1 1st ~~(XXXXXX)~~ Sheet No. 16
(revised)
Cancelling P.S.C. MO. No. 1 (original) Sheet No. 16
~~(XXXXXX)~~
Fidelity Natural Gas, Inc. For Refer to Sheet 1
Name of Issuing Corporation Community, Town or City

TRANSPORTATION SERVICE (cont.)

DEC 10 1992

indemnify and hold the Company harmless from any liability to the Company or any other person for such refusal.

At least ten (10) days prior to the first day of each billing period, transporter or its designee shall furnish to the Company a schedule, commonly referred to as a "nomination letter", showing the estimated daily quantity of gas it desires the Company to transport during such billing period.

Transporter shall give the Company at least twenty-four (24) hours notice prior to any proposed change in its schedule. Such changes shall be kept to a minimum, as permitted by operating conditions, and the dispatchers for the transporter and Company shall diligently cooperate to this end. The Company and transporter shall inform each other of any other changes of deliveries immediately. Telephonic notice is acceptable for said scheduling changes.

Upon receiving written permission from customer, the Company shall provide customer consumption information and/or receive transportation nominations from those individuals or firms so indicated by customer.

Nominations

Upon mutual written agreement, and at no additional charge to customer, the Company, will act as customer's agent with regard to nominating transportation volumes. In no event will the Company, in its role as agent, purchase transportation volumes on behalf of a customer.

Responsibility During Transportation

The Company shall be deemed to be in control and possession of the transporter owned gas transported hereunder only after the gas is received at the point of receipt by the Company, and before it is delivered at the point of delivery to transporter. Transporter shall be deemed to be in control and possession of the gas transported at the point of delivery and thereafter.

FILED

JAN 11 1993
92 - 298

MO. PUBLIC SERVICE COMM.

DATE OF ISSUE December 10, 1992 DATE EFFECTIVE January 11, 1993
month day year month day year
ISSUED BY Ken Matzdorff, Asst. V.P. Revenues, 64 N. Clark Sullivan, MO
name of officer title address

FORM NO.13 P.S.C. MO. No. 1 1st ~~XXXXXXX~~ Sheet No. 17
 (revised)
 Cancelling P.S.C. MO. No. 1 (original) Sheet No. 17
 (XXXXXX)
Fidelity Natural Gas, Inc. For Refer to Sheet 1
 Name of Issuing Corporation Community, Town or City

TRANSPORTATION SERVICE (cont.)

DEC 10 1992

The party deemed to be in control and possession of the gas shall indemnify and hold harmless the other party with respect to any losses, injuries, claims, liabilities or damages caused by the gas transported and occurring while the gas is in its possession. Title to the gas shall remain vested in transporter at all times during transportation.

Warranty

Transporter shall warrant that it will, at the time of delivery of gas to the Company, have good title to all such gas, and that such gas will be free from all liens, encumbrances and claims whatsoever. Transporter shall, as to the gas which is delivered to the Company and the transporting interstate pipeline company, indemnify and save the Company harmless from all suits, actions, debts, accounts, damages, costs, losses and expenses arising from or out of any adverse claims of any and all persons to said gas and/or to royalties, taxes, fees or charges thereon.

Installation of Meters and Regulators

The Company shall install, maintain and operate at no additional expense, at or near the point of delivery, a meter or meters and other necessary measuring equipment by which the volume of gas delivered to transporter shall be measured. The Company shall also install, maintain and operate at its own expense, at or near the point of delivery, such pressure regulating equipment as may be necessary. No charge shall be made by the transporter for the use of the premises occupied by the Company's metering and regulating equipment.

Transporter's Installation

Transporter shall, at his own risk and expense, install all suitable apparatus on his side of the Company's meter, such as shut-off valves, regulators, relief valves, safety pilots and all other devices necessary to adequately protect his facilities. Such installation shall be of such character that they will not introduce injurious disturbances in the Company's line, and the apparatus shall be selected and used so as to secure the highest practicable point of efficiency and safety. Transporter shall install and maintain his gas apparatus so as to conform to good practice.

DATE OF ISSUE December 10, 1992 DATE EFFECTIVE January 11, 1993
 month day year month day year
 ISSUED BY Ken Matzdorff, Asst. V.P. Revenues, 64 N. Clark Sullivan, MO
 name of officer title **FILED** address

JAN 11 1993
 92 - 298

MO. PUBLIC SERVICE COMMISSION

FORM NO.13 P.S.C. MO. No. 1 1st ~~(XXXXXX)~~ Sheet No. 18
 (revised)
 Cancelling P.S.C. MO. No. 1 (original) Sheet No. 18
 (XXXXXX)

Fidelity Natural Gas, Inc. For Refer to Sheet i
 Name of Issuing Corporation Community, Town or City

TRANSPORTATION SERVICE (cont.)

DEC 10 1992

applying to such installation. The Company assumes no responsibility for the design or condition of the transporter's installation.

Company's Facilities

Transporter agrees to protect at all times the property of the Company on the premises of the transporter and shall permit no one but the agents of the Company, and other persons authorized by law, to inspect or handle the piping, meters or other apparatus of the Company. Transporter shall not make, or permit to be made, any changes on his premises which will endanger the Company's facilities or cause an unsafe condition to exist relating to persons or property on or adjacent to transporter's premises.

Access

The Company shall have the right to enter the premises of transporter at all reasonable times for the purpose of installing, inspecting, testing, repairing, or changing its apparatus or facilities, or for the removal of its property from the transportation under this tariff.

Quality

It shall be the responsibility of the transporter to assure that the quality of the gas delivered to the interstate pipeline(s) for ultimate delivery hereunder meets all specifications of the transporting interstate pipeline(s). Acceptance by the Company of any gas not meeting the applicable quality requirements shall not obligate the Company to continue such receipts, nor shall it remove customer's obligations under this tariff or any contract pursuant thereto.

FILED

JAN 11 1993

92 - 298

MO. PUBLIC SERVICE COMMISSION

DATE OF ISSUE December 10, 1992 DATE EFFECTIVE January 11, 1993
 month day year month day year
 ISSUED BY Ken Matzdorff, Asst. V.P. Revenues, 64 N. Clark Sullivan, MO
 name of officer title address

FORM NO.13 P.S.C. MO. No. 1 1st ~~XXXXXXXXXX~~ Sheet No. 19
 (revised)
 Cancelling P.S.C. MO. No. 1 (original) Sheet No. 19
 XXXXXXXXXXXX
Fidelity Natural Gas, Inc. For Refer to Sheet i
 Name of Issuing Corporation Community, Town or City

DEC 10 1992

TRANSPORTATION SERVICE (cont.)

Force Majeure

Neither the Company nor transporter shall be liable in damages to the other for any act, omission or circumstances occasioned by, or in consequence of, any acts of God, any acts of third parties selling, delivering or transporting gas to or for transporter, strikes, lockouts, acts of the public enemy, wars, blockades, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, storms, floods, washouts, arrests and restraints of rulers and peoples, civil disturbances, explosions, breakage or accident to machinery or lines of pipe, temporary failure of gas supply, the binding order of any court of governmental authority, and any other cause, whether of the kind herein enumerated or otherwise, not within the control of the one claiming suspension and which, by the exercise of due diligence, it is unable to prevent or overcome.

Requesting Transportation

A transporter shall request transportation by transmitting to the Company an executed Transportation Agreement. Nothing in this tariff shall preclude the Company and transporter from negotiating additional terms and conditions ("additional terms") which are for their mutual benefit, so long as the additional terms do not conflict with the other terms and conditions of these tariffs. Any additional terms negotiated which are general in nature shall be offered by the Company to any other transporters similarly situated.

FILED
 JAN 11 1993
 92 - 298
 MO. PUBLIC SERVICE COM. 11

DATE OF ISSUE December 10, 1992 DATE EFFECTIVE January 11, 1993
 month day year month day year
 ISSUED BY Ken Matzdorff, Asst. V.P. Revenues, 64 N. Clark Sullivan, MO
 name of officer title address

FORM NO.13 P.S.C. MO. No. 1 1st ~~(XXXXXXX)~~ Sheet No. 20
 (revised)
 Cancelling P.S.C. MO. No. 1 (original) Sheet No. 20
 (XXXXXXX)

Fidelity Natural Gas, Inc. For Refer to Sheet 1
 Name of Issuing Corporation Community, Town or City

RECEIVED

TRANSPORTATION SERVICE (cont.)

DEC 10 1992

MISSOURI
 PUBLIC SERVICE COMMISSION

There shall be added to the customer's bill, as a separate item, an amount equal to any license, occupation, or other similar charge or tax now or hereafter imposed upon the Company, whether imposed by ordinance or franchise or otherwise, applicable to gas service by the Company to the customer.

Where such charge or tax is imposed as a percentage of gross or net receipts or revenues from sales of gas, the amount of such charge or tax applicable to gas service to a customer shall be determined by applying the rate imposed by the taxing authority.

Where such charge or tax is not imposed as a percentage of gross or net receipts or revenues from sales of gas, the amount of such charge or tax applicable to gas service to a customer shall be determined by applying the rate imposed by the taxing authority billed during the previous billing month.

Where more than one such charge or tax is imposed by a taxing authority, the total of such charges or taxes applicable to a customer may be billed to the customer as a single amount.

Charges or taxes referred to in this schedule shall in all instances be billed to customers on the basis of Company rates effective at the time of billing. There shall be returned or credited to customers, in accordance with the Purchased Gas Adjustment Clause, that part of such charges or taxes which is collected from customers but is not paid by the Company to taxing authorities because of refunds which the Company may receive and subsequently does receive from the Company's suppliers and which refunds are returned or credited to the Company's customers.

FILED

JAN 11 1993

92 - 298

MO. PUBLIC SERVICE COMMISSION

DATE OF ISSUE December 10, 1992 DATE EFFECTIVE January 11, 1993
 month day year month day year
 ISSUED BY Ken Matzdorff, Asst. V.P. Revenues, 64 N. Clark Sullivan, MO
 name of officer title address