

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

RECEIVED

TRANSPORTATION SERVICE (cont.)

FEB 7 1995

MISSOURI
Public Service Commission

BILLING SERVICE

When requested, the Company will provide a billing service for marketers whereby it will add to the Company's transportation service billing, the marketer charges for gas supplies. Any partial payment of a combined bill will first be credited to pay Company Transportation Service and any related regulated utility charges with any remainder then credited to pay the marketer's charges.

A customer will not be subject to discontinuance for failure to pay any part of a marketer's charges. Company will at no time be deemed to have title to the volumes of gas transported.

The Company will bill the marketer a billing service charge of ~~\$15.00~~ per bill per month.

\$ 35.00

FILED

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9 6 - 1 3 4
MO. PUBLIC SERVICE COMM

DATE OF ISSUE February 9, 1996 DATE EFFECTIVE March 10, 1996
month day year month day year
ISSUED BY Kent Bliss, V.P. Finance, 64 N. Clark Sullivan, MO
name of officer title address

Cancelling P.S.C. MO. No.

Fidelity Natural Gas, Inc.

For Refer to Sheet i

Name of Issuing Corporation

Community, Town or City

Missouri School Pilot Program
Transportation Service
Rate Schedule

1. Availability

This service is available to any eligible school entity as defined in Section 393.310.2(3), RSMo. (Cum.Supp. 2002) within Fidelity Natural Gas, Inc.'s (Company's) service area who has purchased natural gas from a third party supplier and desires transportation of those volumes through the Company's facilities. All provisions of the Transportation Service, Tariff Sheet Nos. 7-20.1, inclusive, shall apply to this program, unless otherwise indicated below. Transporter shall be required to execute a Transportation Agreement prior to receiving service under this Rate Schedule. This service shall be offered upon approval by the Missouri Public Service Commission as a pilot program in accordance with Section 393.310, RSMo. (Cum.Supp. 2002). As a condition of taking this transportation service, an eligible school entity must agree to pay local gross receipts taxes, or local franchise taxes, or other similar local fees or taxes, in a manner similar to the way such taxes would be paid if service were not taken under the experimental school program but under rate schedules GS, CS or LVS.

2. Applicability of Missouri School Pilot Program

- a. This Pilot Program will become effective upon approval by the Commission and continue as a pilot program through June 30, 2005. Participants should notify the Company no later than sixty (60) days prior to service beginning date. Transporter shall agree to remain on this Rate Schedule for a period of not less than one year. Transporter may return to sales service on November 1 of any year by giving the Company notice no later than September 1 of that year.

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ISSUED BY: Dave Beier
name of officer

Vice- President--Regulatory
title

64 North Clark, Sullivan, MO 63080
address

Cancelling P.S.C. MO. No.

Fidelity Natural Gas, Inc.

For Refer to Sheet i

Name of Issuing Corporation

Community, Town or City

Missouri School Pilot Program
Transportation Service
Rate Schedule

- b. Company will prepare a contract for execution by the Pool Operator addressing its obligations in respect to Nominations, Balancing Charges and Cash-Out provisions and other applicable charges.
- c. Pool Operator is defined as the entity responsible on the Transporter's behalf, to contract for, and cause delivery of, adequate natural gas supplies necessary to meet the Transporter's Forecasted Daily Gas Supply Requirements. The Missouri School Board Association will select the Pool Operator for this Pilot Program.
- d. Pool Group is defined as the transporters or schools participating in this Pilot Project. A customer is assigned to a specific pool group on the basis of the connecting pipeline which serves the respective customer.
- e. The Pool Operator will be responsible for forecasting the Daily Gas Supply Requirements of participating eligible school entities. The Company will initially provide historical monthly consumption information to the Pool Operator to assist it in the determination of the Daily Gas Supply Requirements of participating school entities. The Pool Operator will be responsible for taking the Forecasted Daily Gas Supply Requirement determined by the Pool Operator and the Company and provide a nomination to the interstate pipeline supplier and the Company. Nomination Procedures and Balancing Charges will be handled in accordance with Sections 3, and 4 set forth below.
- f. The Pool Operator shall be responsible for pipeline imbalances, cash-outs, penalties, overrun gas charges or other charges it may create with the pipeline suppliers. All balancing charges or balancing-related obligations shall be the responsibility of the Pool Operator. Should the Pool Operator fail to satisfy such obligation, each individual transporter within such Pool Group shall remain responsible for their obligations. The Pool Operator shall enter into a group balancing agreement with the Company for a term of not less than one year.

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ISSUED BY: Dave Beier

Vice-President—Regulatory 64 North Clark, Sullivan, MO 63080

name of officer

title

address

Cancelling P.S.C. MO. No.

{Original} SHEET NO.

{Revised}

Fidelity Natural Gas, Inc.
Name of Issuing Corporation

For

Refer to Sheet i
Community, Town or City

**Missouri School Pilot Program
Transportation Service
Rate Schedule**

- 3. Nomination Procedures
 - a. The Pool Operator will actively confirm with the Company's Gas Supply Department by 3:00 p.m. (CST) six (6) working days prior to the end of the preceding month the aggregated daily volumes and associated upstream transportation contract number(s) to be delivered for the Pool Group on whose behalf they are supplying natural gas requirements. This information will be relayed using Company's standard nomination form.
 - b. In the event the Pool Operator must make any changes to the nomination during the month, the Pool Operator must directly advise Company's Gas Supply Department of those changes by 9:00 a.m. (CST) on the day preceding the effective date of the change. The Pool Operator must obtain prior approval from the Company to change the total daily volumes to be delivered to the city gate.

- 4. Transporter (s) Balancing Obligation
 - a. The Transporters will be responsible for any imbalances between the Forecasted Daily Gas Supply Requirement and the actual consumption caused by differences between actual weather and forecasted weather. An aggregation and balancing charge of \$.04 per Mcf on all throughput will be collected to offset the costs incurred by the Company to provide this service during the first year of availability and as approved by the Commission for subsequent years. Balancing charges will be collected and credited to the monthly cost of the Purchased Gas Adjustment Clause.
 - b. Transporters within the Pool Group for respective Company pricing zones on common pipeline will have the obligation to insure that their Pool Operator delivers the Forecasted Daily Gas Supply Requirement volume to the Company's city gate. Transporters will be held responsible for any and all charges levied against their Pool Operator which are not paid.
 - c. Transporters within one Pool Group will be treated as one customer for balancing. Consumption for all Transporters under this Pilot Program will be aggregated to be compared to monthly aggregated Confirmed Nominations to calculate the Monthly Imbalance. Any imbalances and cash-outs will be treated pursuant to the terms of Tariff Sheet Nos. 10-12, inclusive.

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ISSUED BY: Dave Beier Vice- President—Regulatory 4 North Clark, Sullivan, MO 63080
name of officer title address

Cancelling P.S.C. MO. No.

Fidelity Natural Gas, Inc.

For

Refer to Sheet i

Name of Issuing Corporation

Community, Town or City

Missouri School Pilot Program
Transportation Service
Rate Schedule

5. Capacity Release Provisions

It shall be the obligation of the Transporter or the Pool Operator, as Transporter's agent, to obtain sufficient pipeline capacity to deliver Transporter's gas to the Transporter. However, to the extent that the Company has excess capacity available that may be released, the Transporter or Pool Operator, shall purchase Company's excess capacity, at Company's cost, prior to obtaining capacity from other sources.

6. Billing

- a. Each Pool Operator shall pay the Company an Administrative Fee of \$250.00 per month.
- b. Customer will be billed any pipeline transition cost recovery factor which would otherwise be applicable as a system sales customer.
- c. ACA charges related to prior periods approved by the Commission will apply and will be billed to the customer.
- d. The Pool Operator will be billed all Overrun charges and cash-outs.

7. Taxes

In addition to local franchise taxes specified under Paragraph 1, above, schools shall agree to pay franchise tax on commodity transportation if applicable to Sales service for schools. Transportation shall be billed any applicable proportionate part of any directly allocable tax, impost or assessment imposed or levied by a governmental authority, which is assessed or levied against the Company or affects the Company's cost of operation and which the Company is legally obligated to pay on the basis of meters, customers, or rates of, or revenues from gas or service sold, or on the volume of gas produced, transported, purchased for sale, or sold, or on any other basis where direct allocation is possible, including the present Missouri State Sales Tax now in effect.

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ISSUED BY Dave Beier Vice-President—Regulatory 64 North Clark, Sullivan, MO 63080
name of officer title address

Cancelling P.S.C. MO. No.

Fidelity Natural Gas, Inc.

For

Refer to Sheet i

Name of Issuing Corporation

Community, Town or City

Missouri School Pilot Program
Transportation Service
Rate Schedule

8. Terms of Payment

Bills are delinquent if unpaid after the twenty-first (21st) day following rendition. Rendition occurs on the date of physical mailing or personal delivery, as the case may be, of the bill by the Company.

The Company shall add to any delinquent unpaid bill a sum equal to one and one half percent (1-1/2%) of the outstanding balance. In calculating the outstanding balance for these purposes, the Company may not include any amounts due to deposit arrears and amounts agreed to be paid under any deferred payment agreement. An unpaid bill shall be any undisputed amount that remains owing to the Company at the time of the rendition of the next bill. Failure to pay the late payment charge is grounds for discontinuance of service.

9. Rules and Regulations

Service will be furnished in accordance with Company's Standard Rules and Regulations.

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ISSUED BY Dave Beier Vice-President-Regulatory 64 North Clark, Sullivan, MO 63080
name of officer title address

FORM NO. 13

P.S.C. MO. No. 1

{Original} SHEET NO. 20.7

{Revised}

Cancelling P.S.C. MO. No.

{Original} SHEET NO.

{Revised}

Fidelity Natural Gas, Inc.

For

Refer to Sheet i

Name of Issuing Corporation

Community, Town or City

**Missouri School Pilot Program
Transportation Service
Rate Schedule**

10. Reporting Requirements

The company shall, no later than June 1st of each year of the experimental program, provide records of the revenues and expenses incurred as a result of this experimental program. These records shall be provided to the Staff of the Missouri Public Service Commission and the Office of the Public Counsel and shall be categorized in sufficient detail to permit the PSC Staff and Office of the Public Counsel to determine what under or over recovery of expenses may be taking place at that time and to determine what changes in rates, if any, may be appropriate at that time to prevent any harm to the groups identified in RSMo section 393.310. The Commission may, no later than November 1st of each year of the experimental program, implement any adjustments in rates it deems appropriate to comply with RSMO section 393.310.

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name of officer title address

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FORM NO. 13 P.S.C. MO No. 1 (original) Sheet No. 21
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 3rd (revised)

Fidelity Natural Gas, Inc.
 Name of Issuing Corporation

All Communities and Rural Areas
 For Receiving Natural Gas Service
 Community, Town or City

PURCHASED GAS ADJUSTMENT CLAUSE

I. PGA Filing Requirements and Applicability:

The Purchased Gas Adjustment (PGA) Clause applies to all sales and transportation services provided under all natural gas rate schedules and contracts. For purposes of this clause the term "cost of gas" shall include the cost paid to suppliers for the purchase, transportation and storage of gas.

As an alternative to proration, the Company may bill its customers the newly effective rates only when all service being billed is service taken after the effective date of the new rates. As long as any of the service periods being billed a customer contains service taken prior to the period before the new rates are effective, the Company can change only the old rates.

All PGA factors are subject to review and approval by the Commission. All PGA factors are interim and subject to adjustment as part of the ACA review. Any PGA filing shall not be approved unless it has first been on file with the Commission for a period of ten (10) business days. The PGA factors approved by the Commission shall remain in effect until the next PGA becomes effective hereunder, or until otherwise changed by law or order of the Commission. Each PGA factor filed hereunder shall cancel and supersede the previously effective PGA factors and shall reflect the current purchased gas cost to be effective thenceforth.

All necessary supporting documentation must be provided with the PGA filings, including worksheets showing the calculation of the estimate of the Company's gas costs, volumes purchased for resale, the projected monthly demand levels, supply options, transportation demand levels, transportation options, storage options, and other miscellaneous charges and revenues that affect the PGA rate calculation.

The Company shall file a "Total PGA" factor which shall consist of two parts:

- a) The Purchased Gas Adjustment "RPGA" factor as defined in Section II; and
- b) The Actual Cost Adjustment "ACA" which results from the corrections made through the Deferred Purchased Gas Cost-Actual Cost Adjustment Accounts, described in Section III of this clause.

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ISSUED BY Dave Beier
 Name of Officer

Vice-President
 Title

64 N. Clark Ave. Sullivan, MO 63080
 Address

Filed
 MO PSC

FORM NO. 13 P.S.C. MO No. 1 5th (~~original~~) Sheet No. 22
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 (revised)

Fidelity Natural Gas, Inc.
 Name of Issuing Corporation

For All Communities and Rural Areas
Receiving Natural Gas Service
 Community, Town or City

PURCHASED GAS ADJUSTMENT CLAUSE (cont.)

At least ten (10) business days before applying November and any optional filings, the Company shall file with the Commission an Adjustment Statement and related information showing:

- a) The computation of the revised purchased gas costs factors as described herein; and,
- b) A revised Sheet No. 29 setting forth the service classifications of the Company to which the cost changes are to be applied, the net amount per Ccf, expressed to the nearest \$0.0001 to be used in computing customers' bills, and the effective date of such revised change.

The Company shall also file with the Commission copies of any orders, contracts, or other pertinent information applicable to the wholesale rates charged the Company by its natural gas suppliers. The Company shall adequately and completely document purchasing and delivery activities for purposes of its annual gas cost audit.

Electronic Format Submittal of Worksheets for PGA Changes. All PGA filings shall be accompanied by detailed workpapers supporting the filing in an electronic format. Sufficient detail should be provided for Staff to ascertain the level of hedging that is used to develop the gas supply commodity charge for the PGA factor.

A. PGA Filings:

The Company shall have the opportunity to make up to four (4) PGA filings each year; a required Winter PGA and three (3) Optional PGAs. The Winter PGA shall be filed between October 15 and November 4 of each calendar year. The Optional PGAs shall be filed when the Company determines that elements have changed significantly from the currently effective factor. The Optional PGAs shall not become effective in two consecutive months unless specifically ordered by the Commission.

The Winter PGA shall contain rates reflecting: (1) all of the Company's ACA adjustments and Refund factor adjustments relating to or arising during the immediately preceding 12-month ACA period; (2) Company's then current estimate of gas cost revenue requirements for the period between the effective date of filing and the next Winter PGA filing; and (3) any interest adjustments.

If the Company chooses to make Optional PGA filings, the Winter PGA filing shall contain the rates reflecting: (1) all of the Company's ACA adjustments and Refund adjustments relating to or arising during the immediately preceding 12-month ACA period; (2) Company's estimate of annualized gas cost revenue requirements for the period between the effective date of the Winter PGA and the next Winter PGA filing; and (3) any interest. The Optional PGA shall contain rates maintaining (1) all of the LDC's ACA adjustments and Refund adjustments relating to or arising during the prior ACA period; and adjusting rates for (2) Company's estimate of annualized gas cost revenue requirements for the period between the effective date of the Optional PGA and the effective date of its next Winter PGA; and (3) any interest.

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ISSUED BY Dave Beier
 name of officer

Vice-President
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64 N. Clark Ave. Sullivan, MO 63080
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 (revised)

Fidelity Natural Gas, Inc.
 Name of Issuing Corporation

All Communities and Rural Areas
 For Receiving Natural Gas Service
 Community, Town or City

PURCHASED GAS ADJUSTMENT CLAUSE (cont.)

B. ACA Approach for Interest Calculations:

For each month during the ACA period beginning September 1, 2003, and for each month thereafter, interest at a simple rate equal to the prime bank lending rate (as published in *The Wall Street Journal* on the first business day of the following month), minus two (2) percentage points, shall be credited to customers for any over-recovery of gas costs or credited to the Company for any under-recovery of gas costs. Interest shall be computed based upon the average of the accumulated beginning and ending monthly over- or under-recoveries of all PGA related costs that exceed \$200,000. The Company shall maintain detailed workpapers that provide the interest calculation on a monthly basis. The Staff and Public Counsel shall have the right to review and propose adjustment to the Company's monthly entries to the interest calculation.

The ACA method for tracking gas costs over- and under-recoveries and how interest levels and provisions, natural gas service related refunds, and the PGA is calculated and changed shall be reviewed by the Missouri Public Service Commission Staff, the Office of the Public Counsel, and Fidelity Natural Gas, Inc. starting no later than April 1, 2005. The PGA and ACA method provisions as delineated in this tariff shall expire on July 1, 2006 unless an agreement is reached by the parties and approved by the Commission, or approved by an Order of the Commission, which reinstates PGA and ACA method provision tariffs before July 1, 2006. When these experimental tariffs, expire the Company will no longer be authorized to calculate interest on the ACA balance through any approach (including the previous Deferred Carrying Cost Balance method) until new tariffs are approved that address interest on the ACA balance. After these experimental tariffs expire, refunds will continue to be treated pursuant to the pre-experimental method.

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ISSUED BY Dave Beier
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Vice-President
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 MO PSC

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Fidelity Natural Gas, Inc.
Name of Issuing Corporation

All Communities and Rural Areas
For Receiving Natural Gas Service
Community, Town or City

PURCHASED GAS ADJUSTMENT CLAUSE (cont.)

II. REGULAR PURCHASED GAS ADJUSTMENTS:

Charges for gas service contained in the Company's then effective retail rate schedules on file with the Missouri Public Service Commission shall be adjusted by a Regular Purchased Gas Adjustment (RPGA), determined in the following manner.

I. Computation of RPGA Factors:

The Company's RPGA factors shall be calculated based on the best estimate of the Company's gas costs and volumes purchased for resale, as calculated by the Company and approved by the Commission. Calculation of the best estimate of the Company's gas costs and volumes purchased for resale shall consider the Company's projected monthly demand levels, supply options, transportation options, storage options, and other miscellaneous charges and revenues that affect the RPGA rate calculation. The costs to be included in the RPGA rate calculation shall be limited to the projected costs necessary to deliver the volumes purchased for resale to the Company's city gate. The actual gas costs shall include the commodity cost of storage withdrawals and exclude the commodity cost of storage injections.

The gas cost revenue requirement component of the RPGA factor, relating to fixed pipeline transportation and storage charges, fixed gas supply charges, and other fixed FERC authorized charges, will be determined in a manner similar to the way they have historically been determined in the Company's PGA Clause.

For the gas commodity component of the RPGA factor, including variable transportation costs, gas supply commodity costs, and other FERC-authorized commodity charges, the Company will utilize any technique or method it deems reasonable for purposes of estimating the gas cost revenue requirement to be reflective for this component in each RPGA filing. The commodity-related charges shall include, but not be limited to, producer gas supply commodity charges, pipeline transmission and gathering commodity charges, expected costs or cost reductions to be realized for the entire winter period, related storage withdrawals, gas purchases under fixed-price contracts, the Company's use of financial instruments, except for call options for which only cost reductions expected to be realized during the months covered by the Company's PGA filing shall be reflected.

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Fidelity Natural Gas, Inc. For All Communities and Rural Areas
 Name of Issuing Corporation Receiving Natural Gas Service
 Community, Town or City

PURCHASED GAS ADJUSTMENT CLAUSE (cont.)

III. DEFERRED PURCHASED GAS COST - ACTUAL COST ADJUSTMENT ACCOUNTS:

The Company shall establish and maintain a Deferred Purchased Gas Cost - Actual Cost Adjustment (ACA) Account which shall be credited with any over-recovery resulting from the operation of the Company's PGA procedure or debited for any under-recovery resulting from the same.

Such over- or under-recovery shall be determined by a monthly comparison of the actual (as billed) cost of gas as shown on the books and records of the Company for each cost month, exclusive of refunds and penalties, to the cost recovery by the Company for the revenue month corresponding to the cost month.

The cost recovery shall be calculated by multiplying the PGA class Ccf sales by the applicable effective revenue components [the RPGA factor and the ACA factor] related to the cost of gas purchased.

For each twelve-month billing period ended with the August revenue month, differences of the comparisons described above, including the balance or credit for the previous year, shall be accumulated to produce a cumulative balance of over-recovered or under-recovered costs. "Actual Cost Adjustment" (ACA) factors shall be computed by dividing the cumulative balance of the over-recoveries or under-recoveries by the estimated volumes of sales, by PGA class during the subsequent twelve-month period. These ACA factors shall be rounded to the nearest \$0.0001 per Ccf and applied to billings, beginning with the November revenue month. These ACA factors shall remain in effect until superseded by subsequent ACA factors calculated according to this provision. The Company shall file any revised ACA factors in the same manner as all other adjustments performed in the PGA clause.

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 name of officer Title Address

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FORM NO. 13 P.S.C. MO No. 1 (~~original~~) Sheet No. 28
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 (~~revised~~)
Fidelity Natural Gas, Inc. For All Communities and Rural Areas
 Name of Issuing Corporation Receiving Natural Gas Service
 Community, Town or City

PURCHASED GAS ADJUSTMENT CLAUSE (cont.)

The refund interest rate shall be equal to the prime bank lending rate as published in *The Wall Street Journal* less two percentage points. The refund interest rate to be applied to the refund balance at the end of each month shall be equal to the arithmetic average of the refund interest rates in effect on each day during each month. The refund interest rate shall be used to make the initial estimate of the interest that will be included in each refund distribution and shall be equal to the refund interest rate in effect on the day of receipt of the supplier refund.

After the refunding period is completed, the difference between the refunds received from the Company's suppliers (including the Company's own additional interest) and the amounts refunded to the respective customer groups shall be determined and the difference retained in the refund accounts until such time as a subsequent refund.

The Company shall file refund factors in the same manner as all other adjustments made to this clause.

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 MO PSC

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(original) Sheet No. 29

Cancelling P.S.C. MO. No. 1 16th

(revised)

(original) Sheet No. 29

(revised)

Fidelity Natural Gas, Inc.

For Refer to Sheet 1

Name of Issuing Corporation

Community, Town or City

PURCHASED GAS ADJUSTMENT CLAUSE (cont.)

ADJUSTMENT STATEMENT

As provided in this Purchased Gas Adjustment Clause, the following adjustment(s) per Ccf will be made to the basic natural gas service schedules:

Schedule	Purchased Gas Cost	Actual Cost Adjustment	Refunds	TOP Factor	Total PGA
* GS	\$.7960 <u>\$.729</u>	\$.0406 <u>0</u>	0	0	\$.8366 <u>\$.729</u>
* LVS	\$.7960 <u>\$.729</u>	\$.0406 <u>0</u>	0	0	\$.8366 <u>\$.729</u>
* UGLS	\$.7960 <u>\$.729</u>	\$.0406 <u>0</u>	0	0	\$.8366 <u>\$.729</u>

The TOP Factor, as provided in Sheet No. 7 shall also apply to all Ccfs delivered to transportation customers.

- * Indicates new rate or text
- + Indicates change

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ISSUED BY John Davis President
name of officer title

64 North Clark Sullivan, MO 63080
address

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FORM NO.13 P.S.C. MO. No. 1 2nd ~~(XXXXXXXX)~~ Sheet No. 30
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Fidelity Natural Gas, Inc. For Refer to Sheet i
 Name of Issuing Corporation Community, Town or City

RECEIVED

GENERAL ITEMS	AUG 12 1993
MO. PUBLIC SERVICE COMM.	
<p>Effective with the effective date of this tariff sheet, charges for disconnect/reconnection of service as described in Rule No. 14, Page 45 of this tariff, shall be as follows:</p> <p>(1) Residential customer - \$30.00</p> <p>(2) Commercial or industrial customer, the greater of:</p> <p style="margin-left: 40px;">(a) The applicable charge set out in (1) above; or</p> <p style="margin-left: 40px;">(b) A charge that is equal to the actual labor and material costs that are incurred to complete the disconnection and the reconnection of service.</p> <p>(3) Residential, commercial, or industrial customer whose service pipe was disconnected and/or whose meter was removed by reason of fraudulent use or tampering, the greater of:</p> <p style="margin-left: 40px;">(a) The applicable charge set out in (1) or (2) above; or</p> <p style="margin-left: 40px;">(b) A charge that is equal to the actual labor and material costs that are incurred in the removal of the meter or disconnection of the service pipe and the reinstallation of the meter or service pipe.</p> <p>(4) Residential, commercial, or industrial customers who experience natural catastrophies as the result of flood, earthquake or tornado will be exempt from charges for disconnect/reconnection of service described in (1) above. It is the responsibility of the customer to notify the company to ensure the exemption is applied.</p>	
<p>FILED</p> <p>SEP 11 1993</p> <p>93 - 294</p> <p>MISSOURI</p> <p>Public Service Commission</p>	

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

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GENERAL ITEMS

AUG 12 1993

MO. PUBLIC SERVICE COMM.

SPECIAL METER READING CHARGE

Effective with the effective date of this tariff sheet, charges for a customer-requested special meter reading by appointment as described in Rule No. 30, Page 60, of this tariff shall be as follows:

Special Meter Reading Charge - ~~\$8.00~~ **\$ 20.00**

COLLECTION TRIP CHARGE

Effective with the effective date of this tariff sheet, the collection trip charge as described in Rule No. 31, Page 60, of this tariff shall be as follows:

Collection Trip Charge - ~~\$8.00~~ **\$ 20.00**

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SEP 11 1993
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Fidelity Natural Gas, Inc. For Refer to Sheet 1
 Name of Issuing Corporation Community, Town or City

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RULES AND REGULATIONS

FEB 7 1996

**MISSOURI
Public Service Commission**

(1) Definitions

Company. The word "Company" as used herein means the Fidelity Natural Gas, Inc. acting through its duly authorized officers, employees, or other agents within the scope of their regular duties.

Customer. Any person or legal entity responsible for payment for service at any single specified location on Fidelity's distribution system, except one denoted as a guarantor. A customer of Fidelity must be the end-user of natural gas at any single specified location on its distribution system. Fidelity will not offer any natural gas service (sales or transportation) to any person or legal entity who is not an end-user of natural gas on Fidelity's distribution system.

Gas Service. The availability of gas at delivery characteristics, irrespective of whether any gas is actually used.

Gas Main. The term "Main" shall mean a gas pipe, owned, operated and maintained by the Company but does not include "gas service pipes".

Gas Service Facilities. The facilities joining the gas main to the point of delivery. These facilities include:

- (a) Gas Service Pipe
- (b) Gas Meter
- (c) Gas Regulator

Gas Service Pipe. The piping including valves and fittings joining the gas main to the inlet of the gas meter, but exclusive of gas regulators.

Gas Meter. The meter, or meters, together with any required auxiliary devices installed to measure the quantity of gas delivered to any individual customer at a single point of delivery.

Gas Regulator. The regulator, or regulators, if required, together with any auxiliary devices, installed to reduce or regulate the pressure of gas.

Load. The amount of gas delivered or required at any specific point or points on a system; load originates primarily at the gas consuming equipment of the customer.

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(1) Definitions (continued)

Points of Delivery. The point at which the Company's piping extending from the outlet of the gas meter is joined to the piping forming part of the customer's installation. The point of delivery shall be located within three feet of the meter outlet.

Customer's Installation. All piping, fixtures, valves, appliances, and apparatus of any kind or nature on the customer's side of the point of delivery, useful in connection with the customer's ability to take gas service.

Customer Extension. Any branch from, or continuation of, existing facilities to the point of delivery to the customer, including increases of capacity of any of the Company's facilities, or the changing of any facilities to meet customer's requirements and including all mains, service pipe, pressure regulators, and meters.

Load Factor. The ratio of the average requirement to the maximum requirements for the same time period.

(2) General

The Company shall furnish service under its Rate Schedules and these Rules and Regulations as authorized by Public Service Commission of the State of Missouri. Copies of these as filed are available at the offices of the Company.

The Rules and Regulations shall govern except as modified by special terms and conditions of the individual rates or written contracts.

Certain classes of customers may qualify for service under more than one rate schedule. The availability of rates and the conditions under which they are applicable are set forth in the rate schedules of the Company.

Unless otherwise specifically provided in any rate applicable or in a contract between the customer and the utility, the term of any agreement shall commence on the day the customer's installation is connected to

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the Company's service for the purpose of taking gas and shall continue thereafter until cancelled by either party.

(3) Applications

An application for service will be required of each customer. Such application shall contain the information necessary to determine the type of service required by the customer, the condition under which service will be rendered, and such credit information as the Company may require. The customer will elect which of the applicable rates is best suited to his requirements. Upon request the Company will assist the customer in making such election. The Company does not guarantee that customer will be served under the most favorable rate at all times, and will not be held responsible to notify customers of the most advantageous rate. No refund will be made representing the difference in charge under different rates applicable to the same class of service. The Company may require that the application or contract for service be in writing.

(4) Rate Changes

The customer shall agree to notify the Company promptly in writing of any material changes in his installation or load condition. Upon such notification, the Company will assist in determining if a change in rate schedules is appropriate or required. Not more than one optional change in rate schedules will be made within any twelve-month period unless the customer experienced a substantial change in the equipment in which the gas is used.

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(5) Deposits

Residential Customers

The Company may require a security deposit or other guarantee from residential customers as a condition of new service due to any of the following:

(a) The customer has outstanding with a utility providing the same type of service, an unpaid service account which accrued within the last five (5) years and at a time of request for service, remains unpaid and not in dispute.

(b) The customer has in an unauthorized manner interfered with or diverted the service of a utility providing the same service situated on or about or delivered to the customer's premises within the last five (5) years.

(c) The customer is unable to establish credit rating under standards contained in tariffs filed with and approved by the commission. Pending approval of such tariffs, the customer shall be deemed to have established an acceptable credit rating if the customer meets any of the following criteria: owns or is purchasing a home; is and has been regularly employed on a full time basis for at least one (1) year; has an adequate regular source of income; or can provide adequate credit references from a commercial credit source.

(d) The Company may require a security deposit or other guarantee as a condition of continued service due to any of the following:

(1) The service of the customer has been discontinued by the Company for nonpayment of a delinquent account not in dispute.

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(2) In an unauthorized manner, the customer interfered with or ~~diverted~~ diverted the service of the Company on or about or delivered to the customer's premises.

(3) The customer has failed to pay an undisputed bill before the delinquency date for five (5) billing periods out of twelve (12) consecutive billing periods. Deposits for gas service assessed under the provisions of subsections (d) (1) or (d) (3) of this section 5 during the months of November, December, and January may, if the customer is unable to pay the entire deposit, be paid by installments over a six (6) month period. Prior to requiring a customer to post a deposit under this subsection, the Company shall send the customer a written notice explaining the Company's right to require a deposit or include such explanation with each written discontinuance notice.

(e) No deposit shall be required by the Company because of a customer's race, sex, creed, national origin, marital status, age, number of dependents, source of income, disability, or geographical area of residence.

(f) A security deposit required pursuant to these rules is subject to the following terms and conditions:

(1) A deposit shall not exceed two (2) times the highest bill for the Company charges actually incurred or estimated to be incurred by the customer during the most proximate twelve (12) month period at the service location or in the case of a new customer, who is assessed a deposit under subsection (c) of this rule, one-sixth (1/6) of the estimated annual bill for monthly billed customers at the requested service location

2% BELOW PRIME

(2) Interest at the rate of six percent ~~(6%)~~ per annum compounded annually shall be payable on all deposits. Interest shall be either credited annually upon the account of the customer on an annual basis, or paid upon the return of the deposit, whichever comes first. Interest shall not accrue on any deposit after the date the Company has made a reasonable effort to return such deposit to the customer. The Company shall keep in its records evidence of its efforts to return such deposit. This rule shall not preclude the Company from crediting interest upon each service account during one (1) complete billing cycle annually.

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* Indicates new rate or text
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(3) Upon discontinuance or termination other than for a change of service address, the deposit, with accrued interest, shall be credited to the final bill and the balance, if any, shall be returned to the customer within twenty-one (21) days of the rendition of the final bill.

(4) Upon satisfactory payment of all undisputed Company charges during the last twelve (12) billing months, it shall be promptly refunded or credited, with accrued interest, against charges stated on subsequent bills. Payment of a charge is satisfactory if received prior to the date upon which the charge becomes delinquent provided it is not in dispute. Payment of a disputed bill shall be satisfactory if made within ten (10) days of resolution or withdrawal of the dispute. The Company may withhold refund of a deposit pending the resolution of a dispute with respect to charges secured by the deposit.

(5) The Company shall maintain a record of all deposits received from customers, showing the name of each customer who posted a deposit, the current address of the customer, the date and amount of the deposit, and the amount of interest paid and information to determine the earliest possible refund date.

(6) Each customer posting a security deposit shall receive in writing at the time of tender of deposit or with the first bill a receipt as evidence thereof, unless the Company shows the existence or non-existence of a deposit on the customer's bill in which event the receipt shall not be required unless requested by the customer. The receipt shall contain the following minimum information: name of the customer; date of payment; amount of payment; identifiable name, signature, and title of the Company employee receiving payment; and statement of the terms and conditions governing the payment, retention and return of deposits.

(7) The Company shall provide means whereby a person entitled to return of a deposit is not deprived of the deposit even though he may be unable to produce the original receipt for the deposit, provided he can produce adequate identification to insure that he is the customer entitled to refund to the deposit.

(8) The Company shall provide means whereby a customer required to make a deposit, may pay such deposit by installments unless the Company

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can show a likelihood that the customer does not intend to pay for such service.

(g) In lieu of a security deposit the Company may accept the written guarantee. The limit of the guarantee shall not exceed the amount of a cash deposit.

(h) A guarantor shall be released upon satisfactory payment of all undisputed Company charges during the last twelve (12) billing months. Payment of a charge is satisfactory if received prior to the date upon which the charge becomes delinquent provided it is not in dispute. Payment of a disputed bill shall be satisfactory if made within ten (10) days of resolution or withdrawal of the dispute.

Nonresidential Customers

A cash security deposit, surety bond, irrevocable letter of credit, expedited billing agreement or other guarantees acceptable to the Company as may be required on all new nonresidential customers. A new nonresidential customer is a customer that is not currently receiving nonresidential service from the Company at another location.

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The Company may require an existing nonresidential customer to make a cash security deposit or other suitable guarantee acceptable to the Company if the Company can show likelihood that the customer will be unable to pay for continued service.

(6) Rendering and Payment of Bills

Bills based on meter readings will be determined by the Company on a monthly basis and rendered to the customer monthly in accordance with the terms of the applicable rate schedule. Bills are payable on or before the due date stated thereon. Failure to receive a bill will not entitle the customer to any discount or to the omission of any charge for nonpayment within the time specified. The word "month" as used herein and in the rates is hereby defined to be the elapsed time of approximately thirty days.

(a) The Company shall attempt to secure an actual reading at least annually. Such attempt shall include personal contact with the customer to advise the customer of the regular meter reading date, or the Company will offer appointments for meter readings on Saturday or prior to 9:00 p.m. on weekdays.

(b) The Company may render a bill based on estimated usage under the following conditions:

(1) When extreme weather conditions, emergencies, labor agreements or work stoppages prevent actual meter reading.

(2) When the Company is unable to obtain access to the customer's premises for the purpose of reading the meter, or in situations where the customer makes reading the meter unnecessarily difficult. If the Company is unable to obtain an actual meter reading for these reasons, where practicable it shall undertake reasonable alternatives to obtain a customer readings of the meter, such as mailing or leaving postpaid, preaddressed postcards upon which the customer may note the reading unless the customer requests otherwise.

(c) Estimated bills shall be computed on the basis of the customer's previous use, weather conditions, season of the year, and other information available bearing the customer's use.

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