

SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

AMENDMENT NO. 4 to
FORM S-3
REGISTRATION STATEMENT
UNDER
THE SECURITIES ACT OF 1933

Star Gas Partners, L.P.

(Exact name of registrant as specified in its charter)

Delaware	5984	06-1437793
(State or other jurisdiction of incorporation or organization)	(Primary Standard Industrial Classification Code)	(I.R.S. Employer Identification No.)
2187 Atlantic Street P.O. Box 120011 Stamford, Connecticut 06912-0011 (203) 328-7300 (Address, including zip code, and telephone number, including area code, of registrant's principal executive offices)		Joseph P. Cavanaugh, President Star Gas Corporation 2187 Atlantic Street P.O. Box 120011 Stamford, Connecticut 06912-0011 (203) 328-7300 (Name, address, including zip code, and telephone number, including area code, of agent for service)

Copies to:

Andrews & Kurth L.L.P.	Phillips Nizer Benjamin Krim & Ballon LLP	Latham & Watkins
805 Third Avenue New York, New York 10022 (212) 850-2800 Attn: Michael Rosenwasser, Esq.	666 Fifth Avenue, 28th Floor New York, New York 10103 (212) 977-9700 Attn: Alan Shapiro, Esq.	885 Third Avenue New York, New York 1002-4802 (212) 906-1200 Attn: Robert A. Zuccaro, Esq.

Approximate date of commencement of proposed sale to the public:

As soon as practicable after the effective date of this Registration Statement.

If the only securities being registered on this Form are being offered pursuant to dividend or interest reinvestment plans, please check the following box.

If any of the securities being registered on this Form are to be offered on a delayed or continuous basis pursuant to Rule 415 under the Securities Act of 1933, other than securities offered only in connection with dividend or interest reinvestment plans, check the following box.

If this Form is filed to register additional securities for an offering pursuant to Rule 462(b) under the Securities Act, please check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. _____.

If this Form is a post-effective amendment filed pursuant to Rule 462(c) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. _____.

If delivery of the prospectus is expected to be made pursuant to Rule 434, please check the following box.

The Registrant hereby amends this Registration Statement on such date or dates as may be necessary to delay its effective date until the Registrant shall file a further amendment which specifically states that this Registration Statement shall thereafter become effective in accordance with Section 8(a) of the Securities Act of 1933 or until the Registration Statement shall become effective on such date as the Commission, acting pursuant to said Section 8(a), may determine.

PART II

INFORMATION NOT REQUIRED IN PROSPECTUS

Item 14. Other Expenses of Issuance and Distribution (1)

SEC Registration Fee.....	\$	54,349
NASD Fee.....		20,050
Printing and Engraving Expenses...		500,000
New York Stock Exchange Listing Fee.....		36,225
Accounting Fees and Expenses.....		100,000
Legal Fees and Expenses.....		650,000
Transfer Agent and Registrar Fees.....		10,000
Miscellaneous.....		29,376

Total.....	\$	1,400,000
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(1)The amounts set forth above, except for the SEC, NASD and New York Stock Exchange fees, are in each case estimated.

Item 15. Indemnification of Directors and Officers

The Partnership Agreement and the Operating Partnership Agreement provide that the Partnership or the Operating Partnership, as the case may be, will indemnify (to the fullest extent permitted by applicable law) certain persons from and against any and all losses, claims, damages, liabilities (joint or several), expenses (including, without limitation, legal fees and expenses), judgements, fines and amounts paid in settlement actually and reasonably incurred by such Indemnitee in connection with any claim, demand, action, suit or proceeding to which the Indemnitee is or was an actual or threatened party and which relates to the Partnership Agreement or the Operating Partnership Agreement or the property, business, affairs or management of the Partnership or the Operating Partnership. This indemnity is available only if the Indemnitee acted in good faith, in a manner in which such Indemnitee believed to be in, or not opposed to, the best interests of the Partnership and, with respect to any criminal proceeding, had no reasonable cause to believe its conduct was unlawful. Indemnitees include the General Partner, any Departing Partner, any affiliate of the General Partner or any Departing Partner, any person who is or was a director, officer, employee or agent of the general partner or any Departing Partner or any affiliate of either, or any person who is or was serving at the request of the General Partner, any Departing Partner, or any such affiliate as a director, officer, partner, trustee, employee or agent of another person. Expenses subject to indemnity will be paid by the applicable partnership to the Indemnitee in advance, subject to receipt of an undertaking by or on behalf of the Indemnitee to repay such amount if it is ultimately determined by a court of competent jurisdiction that the Indemnitee is not entitled to indemnification. The Partnership will, to the extent commercially reasonable, purchase and maintain insurance on behalf of the Indemnitees, whether or not the Partnership would have the power to indemnify such Indemnitees against liability under the applicable partnership agreement. Star Gas Corporation maintains a policy of directors' and officers' liability insurance on behalf of its officers and directors.

Reference is made to Section 6 of the Underwriting Agreement filed as Exhibit 1.1 hereto.

Item 16. Exhibits

The following is a complete list of Exhibits filed or incorporated by reference as part of this Registration Statement.

Exhibit	Description
1.1	Form of Underwriting Agreement.**
2.1	Amended and Restated Merger Agreement dated as of February 3, 1999 by and among Petroleum Heat and Power Co. Inc., Star Gas Partners, L.P. and Star Gas Propane, L.P.+
2.2	Exchange Agreement, as amended, dated October 17, 1998.+

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Exhibit	Description
4.2	Form of Agreement of Limited Partnership of Star Gas Partners, L.P. (included as Annex C to the Prospectus).
4.3	Form of Agreement of Limited Partnership of Star Gas Propane, L.P.+
5.1	Opinion of Phillips Nizer Benjamin Krim & Ballon LLP as to the validity of the securities being registered.**
8.1	Opinion of Andrews & Kurth L.L.P. as to certain federal income tax matters.**
23.1	Consent of KPMG LLP.**
23.2	Consent of Phillips Nizer Benjamin Krim & Ballon LLP (included in their opinion filed as Exhibit 5.1).**
23.3	Consent of Andrews & Kurth L.L.P. (included in their opinion filed as Exhibit 8.1).**
24.1	Powers of Attorney**

* To be filed by amendment.

** Previously filed.

+ Incorporated by reference to an exhibit to the Registrant's Registration Statement on Form S-4, File No. 333-66005, filed with the Commission on October 22, 1998.

Item 17. Undertakings

(a) The undersigned Registrant hereby undertakes that, for purposes of determining any liability under the Securities Act, each filing of the Registrant's annual report pursuant to Section 13(a) or Section 15(d) of the Exchange Act that is incorporated by reference in the Registration Statement shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

(b) Insofar as indemnification for liabilities arising under the Securities Act, may be permitted to directors, officers or controlling persons of the Registrant pursuant to the provisions described in Item 15 of this Registration Statement or otherwise, the Registrant has been advised that in the opinion of the Securities and Exchange Commission such indemnification is against public policy as expressed in the Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the Registrant of expenses incurred or paid by a director, officer or controlling person of the Registrant in the successful defense of any action, suit or proceeding) is asserted against the Registrant by such director, officer or controlling person in connection with the securities being registered, the Registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is

against public policy as expressed in the Securities Act and will be governed by the final adjudication of such issue.

(c) The undersigned Registrant hereby undertakes that:

- (1) For purposes of determining any liability under the Securities Act, the information omitted from the form of prospectus filed as part of this Registration Statement in reliance upon Rule 430A and contained in a form of prospectus filed by the Registrant pursuant to Rule 424(b) (1) or (4), or 497(h) under the Securities Act shall be deemed to be part of this Registration Statement as of the time it was declared effective.
- (2) For the purpose of determining any liability under the Securities Act, each post-effective amendment that contains a form of prospectus shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

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SIGNATURES

Pursuant to the requirements of the Securities Act, the Registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-3 and has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the city of Stamford, state of Connecticut, on March 17, 1999.

Star Gas Partners, L.P.

By: STAR GAS CORPORATION, as
General Partner

/s/ Joseph P. Cavanaugh
By: _____
Joseph P. Cavanaugh
President

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POWER OF ATTORNEY

Pursuant to the requirements of the Securities Act, this Registration Statement has been signed by the following persons in the capacities and on the dates indicated.

Signature -----	Title -----	Date ----
/s/ Joseph P. Cavanaugh ----- Joseph P. Cavanaugh	President (Principal Executive Officer)	March 17, 1999
/s/ Richard F. Ambury ----- Richard F. Ambury	Vice President--Finance (Principal Financial and Accounting Officer)	March 17, 1999
/s/ Irik P. Sevin ----- Irik P. Sevin	Director	March 17, 1999
* ----- Audrey L. Sevin	Director	March 17, 1999
* -----	Director	March 17, 1999

William Nicoletti

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Director

March 17, 1999

Elizabeth K. Lanier

*

Director

March 17, 1999

Paul Biddelman

*

Director

March 17, 1999

Thomas J. Edelman

Director

Wolfgang Traber

*

Director

March 17, 1999

William G. Powers, Jr.

/s/ Irik P. Sevin

*By

Irik P. Sevin
Attorney-in-Fact