BEFORE THE PUBLIC SERVICE COMMISSION
OF THE STATE OF MISSOURI

FILED[4]

APR 26 2006

Missouri Public
Service Commission

Staff of the Missouri Public Service Commission,	)	
Complainant,	)	
v.	)	Case No. GC-2006-0378
Missouri Pipeline Company, LLC; Missouri Gas Company, LLC; Omega Pipeline Company, LLC; Mogas Energy, LLC; United Pipeline Systems, Inc.; and Gateway Pipeline Company, LLC.	)	
Respondents.	)	

MOTION TO DISMISS COMPLAINT AND QUASH THE SUBPOENAS

COMES NOW Omega Pipeline Company, LLC ("Omega"), by and through the undersigned counsel, and respectfully moves for an order dismissing that portion of the Staff Complaint in this matter filed on March 31, 2006, which asserts Commission jurisdiction over Omega and to quash the subpoenas served upon Omega by the Staff. Omega respectfully points out that, pursuant to Art. I, Sec. 8, Cl. 17 of the United States Constitution, and R.S.Mo. §§ 12.030 and 12.040, the Commission lacks jurisdiction over the provision of utility service upon the grounds of Fort Leonard Wood, and therefore over Omega. Moreover, pursuant to Art. VI, Cl. 2 of the United States Constitution, the Commission may not attempt to regulate utility service upon the grounds of Fort Leonard Wood because such activities are governed by federal procurement policy. Even aside from the dispositive questions of federal law, the Staff Complaint fails to allege a state law basis for asserting jurisdiction over Omega. Because the power to subpoena is dependent upon the Commission's subject matter jurisdiction, the Staff's subpoenas regarding the business of Omega should also be quashed.

In support of this motion, Omega states as follows:

1. Omega Pipeline Company, LLC ("Omega") is a limited liability company organized under the laws of the state of Delaware, authorized to do business in and with its principle place of business in Missouri.

2. Omega owns and operates a gas pipeline distribution system within the confines of the federal military reservation at Fort Leonard Wood, Missouri, pursuant to a contract with the United States of America, Department of Defense in Fort Leonard Wood. The Staff acknowledges this fact.

3. Omega has no tariffs on file with the Commission for its operations at Fort Leonard Wood, nor have any tariff filings been requested by the Staff. Thus, the allegations of Count III, seeking an Order requiring tariffs to be amended, do not apply to Omega.

4. In Count II of the Staff Complaint, the Staff prays that the Commission determine that Omega is a gas corporation and, thus, public utility subject to the Commission's regulatory authority. However, the Staff Complaint does not allege any facts showing that Omega is a "gas company" or otherwise a "public utility" as defined in R.S.Mo. 386.350(18) or (42).

5. The Staff Preliminary Audit Report demonstrates that the Staff has expanded its investigation to include Omega's contract with Fort Leonard Wood. By procedurally faulty and defective subpoenas duces tecum, the Staff has attempted to compel testimony and the production of documents from David Ries and David (BJ) Ludholz, regarding Omega's contracts, services and property relating to its operations at Fort Leonard Wood. In addition, even after Omega opposed data requests concerning its dealings with the U.S. Army, the Staff attempted to obtain such information directly from the Army, without advising the contracting officer of Omega's objection.

6. As stated in the Motion to Intervene filed by the United States Department of Defense, Omega is an Army contractor with gas distribution operations within the federal enclave of Fort Leonard Wood. Omega's dealings with Fort Leonard Wood are subject to federal procurement and dispute resolution requirements. (Motion to Intervene, page 2). The Department of Defense seeks to intervene only as to proceedings against the admittedly regulated entities, Respondents Missouri Gas Company and Missouri Pipeline Company. *Id.*

7. As explained more fully below, the Staff has exceeded its authority in interfering with Omega's relationship with Fort Leonard Wood and asks the Commission to exceed its subject matter jurisdiction in attempting to investigate and regulate Omega's contract with Fort Leonard Wood.

ARGUMENT

I. Fort Leonard Wood is a federal enclave, and Omega's dealings with the Fort are outside the jurisdiction of the Commission.

Subject matter jurisdiction is essential to the validity of any act by the Commission. "Subject matter jurisdiction exists only when a court or agency has the right to proceed to determine the controversy at issue or grant the relief requested. This jurisdiction is derived from law and cannot be conferred by waiver or consent. Any order by an administrative agency acting without subject matter jurisdiction is void." *Garcia-Huerta v. Garcia*, 108 S.W.3d 684, 686 (Mo.App.W.D. 2003)(internal citations omitted).

Subject matter jurisdiction cannot be waived or conferred by consent, and the Commission must satisfy itself that it has subject matter jurisdiction before proceeding with a case. *See generally, Pirisky v. Meyer,* 176 S.W.3d 145, 146 (Mo. 2005); *SD Investments, Inc. v. Michael-Paul, L.L.C.,* 157 S.W.3d 782, 785 (Mo.App. W.D., 2005). Actions by a state

regulatory body in excess of its jurisdiction, and in derogation of federal law, are subject to injunction by the federal courts. *Middle South Energy, Inc. v. Arkansas Public Service Commission*, 772 F.3d 404, 409-410 (8th Cir. 1985) (enjoining the assertion of exterritorial regulatory authority as a violation of the Commerce Clause).

The jurisdiction of the Commission is established under R.S.Mo. § 386.250, and extends only to such activities "within this state". The sovereign limits of Missouri mark the territorial limit of the Commission's jurisdiction. Clearly, interstate activities are subject to the jurisdiction of the FERC, and there is no basis for the Commission to regulate intrastate activities in other states. Similarly, R.S.Mo. § 386.250 does not, nor could it, grant the power to regulate services on territory over which the federal government is the exclusive governing body.

Article I, Section 8, Clause 17 of the United States Constitution, referred to as the "Enclave Clause," states that Congress shall "exercise exclusive legislation...over all places purchased by the consent of the legislature of the State in which the same shall be, for the erection of forts, magazines, arsenals, dock-yards, and other needful buildings." (capitalization modernized).

By statute, the Missouri legislature has consented to the federal government obtaining control over land for the purposes of military bases and has ceded exclusive jurisdiction over such lands to the federal government with the only reservation being the power to impose taxes for private activities upon that land and for the service of civil or criminal process upon persons located there.

R.S.Mo. § 12.030 provides:

12.030. Consent given United States to acquire land by purchase or condemnation for certain purposes

> The consent of the state of Missouri is given, in accordance with the seventeenth clause, eighth section of the first article of the Constitution of the United States, to the acquisition by the United States by purchase, condemnation, or otherwise, of any land in this state as sites for customhouses, courthouses, post offices, arsenals, forts and other needful buildings required for military purposes.

R.S.Mo. § 12.040 provides:

> 12.040. Exclusive jurisdiction ceded to the United States--reserving right of taxation and right to serve processes
>
> Exclusive jurisdiction in and over any land acquired as set out in section 12.030 or otherwise lawfully acquired and held for any of the purposes set out in section 12.030 by the United States, is ceded to the United States for all purposes, saving and reserving, however, to the state of Missouri the right of taxation to the same extent and in the same manner as if this cession had not been made; and further saving and reserving to the state of Missouri the right to serve thereon any civil or criminal process issued under the authority of the state, in any action on account of rights acquired, obligations incurred, or crimes committed in this state, outside the boundaries of the land but the jurisdiction ceded to the United States continues no longer than the United States owns the land and uses the same for the purposes set out in section 12.030.

Consent by the State under R.S.Mo. §§ 12.030 and 12.040 relinquishes control over the property, and activities upon that property, to the federal government. *Osburn v. Morrison Knudsen Corp.*, 962 F.Supp. 1206 (E.D.Mo., 1997) (Missouri's human rights act had no application within a federal enclave located in Missouri).

The United States of America, Department of the Army, acquired the land now consisting of Fort Leonard Wood, and has had exclusive jurisdiction over that enclave since the early 1940's. *See U.S. v. Todd*, 657 F.2d 212 (8th Cir. 1981)(crimes between civilians occurring on the grounds of Fort Leonard Wood are within the territorial jurisdiction of the United States and are therefore subject to federal, not state, prosecution).

Where the state has ceded exclusive jurisdiction to the federal government, it is well settled law that the state's regulatory scheme for utility services does not apply to activities within the federal enclave, and the state regulatory body lacks the jurisdiction to exercise

oversight of the provider's contract with the federal government. In *West River Electric Assoc., Inc. v. Blackhills Power & Light Co.*, 918 F.2d 713 (8th Cir. 1990) *("Black Hills I")*; *Blackhills Power & Light Co. v. Weinberger*, 808 F.2d 665 (8th Cir.) cert. denied 484 U.S. 818 (1987) *("Black Hills II")* the federal courts have applied the Enclave Clause in determining that the state public service commission may not regulate gas systems on a federal military base, even where that base falls within the geographic limits of a state-granted exclusive public franchise. **As stated in *Black Hills II*, "it is incontrovertible that the Commission does not have authority" over utility service in the enclave.** 918 F.2d at 716. Similarly, in *Baltimore Gas & Electric Co. v. Unites States*, 133 F.Supp.2d 721 (D. M.D. 2001) aff'd 290 F.3d 734 (4th Cir. 2002), the court rejected an attempt by the Maryland regulatory body to control the operation of a gas system at a military facility.

Under both the Enclave Clause, and the Supremacy Clause discussed below, regulatory bodies in both Colorado and New York have concluded that they lack regulatory authority over the provision of utility services within federal military facilities. *Re Enron Fed. Solutions, Inc.*, 202 Pub. Util. Rep. 4th 519 (PUR) (Colo. P.U.C. July 21, 2000); *Enron Fed. Solutions, Inc.*, 1999 New York PUC LEXIS 178 (N.Y. P.U.C. March 23, 1999).

Obviously, a state body may not dictate to the federal government the terms on which the federal government conducts its business within a federal enclave. Nor may a state regulatory body interfere with the terms of a federal contract by asserting regulatory jurisdiction over the supplier. As explained in *Black Hills I*, **"the [South Dakota] Commission cannot avoid a clear constitutional barrier to state regulation of the enclave by claiming that it is only exercising jurisdiction over the supplier."** 808 F.2d at 669. Indirect regulation of the business at the Fort is just as repugnant to the Constitution as direct regulation. *Id.*

The Staff's request that the Commission assert jurisdiction over Omega's operations within Fort Leonard Wood is facially invalid because the regulatory power of the Commission does not extend to this federal enclave. The Staff Complaint regarding Omega should be dismissed because it asks the Commission to assert jurisdiction over Omega and its contract with Fort Leonard Wood; this is a claim upon which relief may not be granted as a matter of law.

II. Regulation of utility service at Fort Leonard Wood is preempted by federal law.

Article VI, Clause 2 of the United States Constitution, the Supremacy Clause, establishes federal law as the supreme law of the land. A corollary to this principle, flavored with principles of sovereign immunity, is that the activities of the federal government are free from regulation by the states. *Leslie Miller, Inc. v. Arkansas*, 352 U.S. 187, 190, 77 S.Ct. 257 (1956) (private building contractors employed by the federal government immune from neutral state regulation requiring contractors to obtain a state license because that requirement would give the state "a virtual power of review over the federal determination of 'responsibility' ") citing *Johnson v. State of Maryland,* 254 U.S. 51, 57, 41 S.Ct. 16 (1920) which in turn cites *McCulloch v. Maryland*, 4 Wheat. 316, 4 L. Ed. 579 (1819).

In *Public Utilities Commission of State of Cal. v. U.S.*, 355 U.S. 534, 78 S.Ct. 446 (1958), the United States Supreme Court explained that the Supremacy Clause forbids attempts by state regulators to oversee military procurement contracts, because **requiring the military to negotiate not only with contractors, but also with state regulators, would impose an unworkable burden upon the federal government and would largely displace the large body of military procurement law created by Congress and the Pentagon.** *See also Paul v. U.S.*, 371 U.S. 245, 83 S.Ct. 426 (1963) (holding that California's price regulation scheme for milk sales was preempted as applied to purchases made from funds appropriated to the military

by Congress); *U.S. v. Georgia Public Service Commission,* 371 U.S. 285, 83 S.Ct. 397 (1963) (public service commission regulations must yield to comprehensive federal procurement policies); *Baltimore Gas & Electric Co. v. United States*, 133 F.Supp.2d 721 (D. M.D. 2001) aff'd 290 F.3d 734 (4th Cir. 2002); *Arkansas Power & Light Co. v. Arkansas Public Service Commission,* 330 S.W.2d 51 (Ark. 1960) *cert. denied* 362 U.S. 975 (1960) (holding that the Arkansas Commission lacked the authority to compel the federal government's selection of a utility service provider or regulate the rates charged to the government).

There is no dispute that the contract between Omega and Fort Leonard Wood is subject to federal defense procurement regulations. *See Black Hills I,* 808 F.2d at 671-672. There is also no room to dispute that military procurement is subject to a "comprehensive policy governing procurement" established by Congress. *Public Utilities Comm'n of Cal. v. U.S.,* 355 U.S. 534 at 540.

Moreover, the business model for utilities chosen by Missouri is fundamentally inconsistent with federal policy for military procurement. Unlike the state policy of a regulated monopoly for the provision of utility services, Congress has chosen a free-market approach for military procurement of utility services. *Paul v. U.S.,* 371 U.S. at 253-54. 10 U.S.C. § 2688, which authorizes the privatization of utility services on military bases, mandates that federal officials foster competition between providers, and negotiate for the purchase of utility services on terms acceptable to the military and subject to Congressional approval. The statute does not leave room for state regulation over such contracts. *See Baltimore Gas,* 133 F.Supp.2d at 745-46. It would be antithetical to the federal procurement philosophy, as embodied in federal statutes and regulations, to impose state regulatory control over the contract between Omega and Fort Leonard Wood. *Public Utilities Comm'n of Cal. v. U.S.*, 355 U.S. at 540. As explained in

that case, the conflict in allowing state interference with the federal military procurement is plain and egregious: **"for us [the Army] to make these arrangements at the Washington level with the various states, let us say 48 states, with 48 varieties of methods to follow, we would find ourselves in an administrative morass out of which we would never fight our way, we would never win the war."** 355 U.S. at 546.

As explained by the Missouri courts, the Supremacy Clause requires Missouri's regulatory scheme to yield when the federal government has issued comprehensive regulations or where, absent comprehensive regulation, the state scheme is inconsistent with the federal scheme. *See generally, Jensen v. Mo. Dept. of Health and Senior Services*, -- S.W.3d --, 2006 WL 768546 (Mo.App.W.D. March 28, 2006). Here, both circumstances are clearly present. Military procurement is uniquely and comprehensively a federal activity with which the states cannot interfere. Moreover, the Staff's proposed regulation of the Omega – Fort Leonard Wood contract is not merely inconsistent, it is diametrically opposed to the federal scheme for contracting and contract enforcement. The Commission's statutory authority – even if it applied within a federal enclave – is wholly preempted by the contrary federal statute and regulations concerning utility services at Fort Leonard Wood.

III. The Staff Complaint does not allege that Omega is a Gas Company or otherwise is subject to Commission Jurisdiction.

Count II of the Staff Complaint, the only Count directed at Omega, asks that the Commission determine Omega and the other non-regulated Respondents are "gas corporations and thus public utilities subject to the Commission's regulatory authority because of common ownership, control and operation." Count II should be dismissed as to Omega because it is inadequately pleaded and requests relief which is far in excess of the Commission's statutory

authority. Whether or not Omega's inclusion in the Staff Complaint was intended merely as a bargaining chip, the Commission should reject this naked grab for authority by the Staff.

First, the pleading is plainly inadequate. Missouri is a fact pleading state. *ITT Commercial Finance Corp. v. Mid-America Marine Supply Corp.*, 854 S.W.2d 371, 379-380 (Mo. 1993). It is not enough for the Staff to merely plead the legal conclusion that a previously unregulated entity has transformed into a public utility, it must back up its assertions with facts showing a right to relief. The Staff Complaint does not allege any fact showing that Omega is a "gas corporation" as prayed in Count II. The Complaint should be dismissed because, on its face, it lacks factual assertions as to Omega which would justify the relief requested. *ITT, supra.*

Examining the lack of pleaded fact in the Staff Complaint brings up a more fundamental issue: What is the legal basis for any assertion that Omega's rates, terms and conditions of service should now suddenly become subject to the Commission's jurisdiction after many years of operation as a non-regulated entity? No such basis appears in the Complaint or is apparent under Missouri law.

In a recent case, the Commission reminded the Staff that it cannot presume its jurisdiction to control the business of affiliates of regulated entities. As explained by the Commission in *In the Matter of an Investigation into a Pending Sale of Assets of Aquila, Inc.*, Case No. EO-2004-0224, Missouri Public Service Commission, February 26, 2004:

> The Commission is an administrative body of limited powers, and created by statute. As such, the Commission has only those powers as are expressly conferred upon it by the statutes and are reasonably incidental thereto. *State ex rel. and to Use of Kansas City Power & Light Co. v. Buzard*, 350 Mo. 763, 168 S.W.2d 1044, 1046 (1943); *State ex rel. City of West Plains. v. Public Service Commission*, 310 S.W.2d 925, 928 (Mo. banc 1958). Although the Public Service Commission law is remedial in nature, and should be construed liberally, neither convenience, expediency nor necessity is proper matters for consideration in the determination of whether an act of the Commission is authorized by law. *State ex. rel. Utility Consumers Council of Missouri v. Public Service Commission*, 585 S.W.2d 41, 49 (Mo. banc 1979).

> The Commission has reviewed the arguments of the parties, the relevant case law, and the statutes, along with the proposed transaction. The Commission shares Staff's concerns that resource planning be adequate. Nonetheless, the Commission finds that there is nothing in the statutes or case law that confers jurisdiction over the proposed transaction. The Commission emphasizes that this decision is one based on the law, not upon policy considerations.

In *Aquila,* as in this case, the Staff asked the Commission to assert jurisdiction over an affiliate's transaction, based upon the Staff's concerns on its effect upon the regulated entity. As in this case, the affiliate had long operated, with the Staff's knowledge, as a non-regulated entity. The Staff points to no change in the law which would justify a change in Omega's non-regulated status.

While *State ex. rel. Atmos Energy Corp. v. Public Service Comm'n,* 103 S.W.3d 753, 763-64 (Mo. 2003) acknowledged that R.S.Mo. §§ 393.130.2 and 393.140(12) provide the Commission with jurisdiction to *investigate* the regulated entity's dealings with its affiliates, the Court also acknowledged that those statutes were not created to expand the jurisdiction of the Commission over the affiliates themselves. R.S.Mo. § 393.140(12) cannot be read to confer the power to simply declare that the affiliate is itself a "gas corporation" subject to complete regulation by the Commission. That is very explicitly what the Staff asks the Commission to do under Count II of the Staff Complaint, and it is manifestly improper and outside the jurisdiction of the Commission.

Count II of the Staff Complaint should be dismissed as to Omega, and, because relief is not sought from Omega on Counts I, III or IV, Omega should be dismissed as a Respondent.

IV. <u>The subpoenas exceed the Commission's jurisdiction and should be quashed.</u>

The Commission's power to issue subpoenas is purely statutory and is limited by the authorizing statute. *State Brd. for Reg. of the Healing Arts v. Vandivort,* 23 S.W.3d 725, 727-28

(Mo.App. W.D. 2000). Actions taken beyond the statutory jurisdiction of the Commission are void *ab initio* and contrary to law. *Garcia-Huerta*, 108 S.W.3d at 686. The Staff has caused subpoenas to be issued to David Ries and David (BJ) Ludholz, both seeking testimony and documents concerning Omega's operations and relationship with the U.S. Army at Fort Leonard Wood.

On their face, the Ries and Ludholz subpoenas are defective and invalid 4 CSR 240.2-100 and R.S.Mo. § 386.440. Neither was accompanied by a witness fee, and neither makes any effort to establish good cause or that the materials sought by the subpoenas are, in good faith, believed to be material and relevant to the investigation of the regulated entity. By a letter dated March 30, 2006, Omega raised the both jurisdictional and non-jurisdictional objections to these subpoenas and the parties have conferred but not reached agreement. The Staff has yet to address the technical objections; however those objections will be mooted if the subpoenas are quashed in *toto* on the grounds stated herein.

Pursuant to R.S.Mo. 386.320(3): "The commission and each commissioner shall have power to examine all books, contracts, records, documents and papers of any person or corporation subject to its supervision, and by subpoena duces tecum to compel production thereof." Accordingly, whether the Commission has direct subpoena power over Omega depends upon whether Omega is "subject to its supervision."

As explained above, Omega's relationship with Fort Leonard Wood is outside of the jurisdiction of the Commission and state regulation of that relationship is preempted by federal law. Because Fort Leonard Wood is a federal enclave, "[t]he grant of exclusive legislative power to Congress over enclaves that meet the requirements of Art. I, Sec. 8, Clause 17, bars state regulation unless Congress consents to state regulation." *Miller v. Wackenhut Services,*

Inc., 808 F.Supp. 697, 699 (W.D.Mo., 1992) (holding that the Missouri Human Rights Act did not apply to conduct taking place between a federal contract and its employee within the federal enclave). The citations in V.A.M.S. § 12.040 include Op.Atty.Gen. No. 58, McBrayer, 11-13-53, holding that "Sections 329.010 et seq., relating to the registration of shops in which the occupation of hair dressers, cosmetologists and manicurists is practiced is not applicable to shops located on the United States military reservations of Camp Crowder or Fort Leonard Wood."

The subpoenas cannot be made valid by the bald assertion that Omega is an affiliate of the regulated entities and therefore subject to Commission jurisdiction. First, of course, even were Omega a regulated entity, the Commission would lack jurisdiction over its business with the federal government under for the reasons stated in arguments I and II, above. As noted in *Black Hills I*, to allow regulation of a federal contractor for utility service within the federal enclave would indirectly accomplish impermissible state control over the federal contracting process. 808 F.2d at 669.

Second, as explained in part III, above, even looking solely to Missouri law, the subpoenas are far outside the scope of the Commission's authority. First, as explained in *Atmos*, 103 S.W.3d at 763-64, the limit of the statutory authority is that, **after** a showing that the regulated entity has failed to maintain books and records "substantially apart" from the affiliate, the Commission may "inquire" regarding transactions between the regulated entity and the affiliate. In this case, the Staff has been provided with the audited financial statements of the regulated entities, and those audited financial statements are in themselves complete; there is nothing to support the claim regarding the commingling of records. The statutory prerequisite for an inquisition of the affiliate, as to its business with the regulated entity, has not been met.

However, the subpoenas at issue here go far beyond simply investigating the business of the regulated entities with their purported affiliate; the subpoenas are an attempt to investigate and regulate the business of the purported affiliate with third parties – i.e. Omega's contract with the U.S. Army at Fort Leonard Wood. The Staff has even gone so far as to establish direct contact with Omega's customer, an action so far removed from its jurisdiction as to be an abuse of power. The Commission is under a duty to monitor and discipline the Staff; the tactic of approaching customers of non-regulated affiliates is simply unlawful.

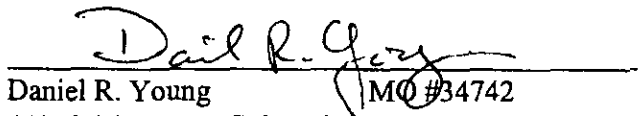
On their face, the materials concerning Fort Leonard Wood are entirely outside of the Staff's authority. With these subpoenas, the Staff attempts to gain access beyond the regulated entity's contracts with the affiliate, and reach Omega's own, separately maintained, non-regulated business relationships with its customer. This interference is clearly outside of the scope of the Commission's jurisdiction and instead appears to be an attempt to assert improper pressure on Omega to come to the table. Neither the *Atmos* decision nor any Missouri statute justifies this expansion of the Commission's powers.

Under both federal and state law, the Commission lacks regulatory authority over Omega's dealings with Fort Leonard Wood. The Staff has no basis for demanding a non-regulated entity, Omega, provide records concerning its contracts, property and activities relating to non-regulated business. The demands for such information in the Ries and Ludholz subpoenas are in excess of the Commission's jurisdiction and should be quashed.

Wherefore, Omega Pipeline Company, LLC respectfully requests that the Staff Complaint filed March 31, 2006 be dismissed insofar as the Complaint is addressed to Omega Pipeline Company, LLC and further that the subpoenas issued by the Staff to David Ries and David (BJ) Ludholz, regarding Omega Pipeline Company, LLC be quashed.

Respectfully submitted,

EDGAR LAW FIRM LLC



Daniel R. Young MO #34742
4520 Main Street, Suite 1650
Kansas City, MO 64111
Telephone: (816) 531-0033
Facsimile: (816) 531-3322

ATTORNEY FOR RESPONDENT
OMEGA PIPELINE COMPANY, LLC

CERTIFICATE OF SERVICE

I do hereby certify that a true and correct copy of the foregoing has been hand-delivered, transmitted by e-mail or mailed, First Class, postage prepaid, this 28 day of April, 2006, to:

*** Case No.** GC-2006-0378

Name of Company Name of Party	Email Phone Fax	Mailing Address	Street Address	City	State	Zip
Missouri Public Service Commission Joyce K Dana	GenCounsel@psc.mo.gov 573-751-1248 573-751-1928	200 Madison Street, Suite 800	P.O. Box 360	Jefferson City	MO	65102
Office Of The Public Counsel Mills R Lewis	opcservice@ded.mo.gov 573-751-1130 573-751-1556	200 Madison Street, Suite 650	P.O. Box 2230	Jefferson City	MO	65102
Missouri Public Service Commission Schwarz Tim	Tim. Schwarz@psc.mo.gov	200 Madison Street, Suite 800	P.O. Box 360	Jefferson City	MO	65102
Respondents Missouri Pipeline Company, LLC, Missouri Gas Company, LLC, Mogas Energy, LLC, United Pipeline Systems, LLC and Gateway Pipeline Company, LLC.; Paul S. DeFord	PDeFord@LathropGage.com (816) 292-2000 (816) 292-2001 – FAX	Suite 2800 2345 Grand Boulevard	Suite 2800 2345 Grand Boulevard	Kansas City	MO	64108

Attorney for Respondent
Omega Pipeline Company, LLC