

1 **BEFORE THE PUBLIC SERVICE COMMISSION OF THE STATE OF MISSOURI**

2
3 Joshua Michael Kearney,

4 Complainant,

5 vs.

6 Spire, Inc.

7 Respondent,

)
)
)
) File No. GC-2024-0172
)
)
)
)
)
)

8 **Opposition to Motion to Strike**

9
10 The Respondent filed a "Motion to Strike" contained in the document titled
11 "Answer to Amended Complaint and Motion to Strike" listed as item No. 11 in docket
12 file No. GC-2024-0172 on 1/4/2024. The Complainant would like to respectfully oppose
13 the "Motion to Strike". On the grounds the Respondent does in fact engage in both
14 interstate and intrastate commerce, as well as interstate and intrastate
15 transportation of natural gas. Therefor, the Respondent is in fact under the
16 jurisdiction of the MO PSC as well as the FERC and moreover, is under the authority of
17 the natural gas act. Subsequently, the Respondent must adhere to and be held
18 accountable by the Natural Gas Act and its contents.

19 The Respondent states in line item 8 of the document titled "Answer to Amended
20 Complaint and Motion to Strike" that "Spire Missouri Inc., an intrastate, local
21 natural gas distribution company, is not engaged in interstate commerce" However
22 Spire Missouri Inc. formerly known as "Laclede Gas Company" (official name change
23 located in docket file No. GN-2018-0032) entered into a Precedent Agreement with Spire
24 STL Pipeline LLC known as exhibit 10.1 filed with the SEC and effective on January, 25
25 2017. This Precedent Agreement clearly states Spire Missouri Inc. as the "Customer"
26 and Spire STL Pipeline LLC as the "Transporter". The Precedent Agreement includes
27 multiple transactions between the two parties one of which clearly states "Customer
28 has requested Transporter to provide firm transportation service through the

1 Transporter's interstate natural gas pipeline system on Customer's behalf" and as such
2 shows Spire Missouri Inc, is in-fact engaged in interstate commerce and interstate
3 transportation of natural gas.

4 The Respondent wholly admits to engaging in intrastate commerce and intrastate
5 transportation of natural gas in their document titled "Answer to Amended Complaint
6 and Motion to Strike".

7
8 Finally, U.S.C Chapter 15B sec. 717 (B) states the transactions the provisions
9 of the chapter apply to are in fact "the sale in interstate commerce of natural gas
10 for resale for ultimate public consumption for domestic, commercial, industrial, or
11 any other use, and to natural-gas companies engaged in such transportation or sale"

12 Therefor The Complainant respectfully moves the court to disregard the
13 Respondents "Motion to Strike" whereas the Respondent does in fact engage in
14 interstate and intrastate commerce, as well as interstate and intrastate
15 transportation of natural gas. Furthermore, the Respondent is not only under the
16 jurisdiction of the MO PSC and the FERC but also under the authority of the Natural
17 Gas Act. Subsequently, the Respondent must adhere to and be held accountable by the
18 Natural Gas Act and its contents.

19
20 Dated this 7th day of Jan, 2024

21 Signature, _____

22 Joshua Michael Kearney
23
24
25
26
27
28