BEFORE THE PUBLIC SERVICE COMMISSION OF THE STATE OF MISSOURI

3	Joshua Michael Kearney,)
4	Complainant,)
5	vs.) File No. GC-2024-0172
6	Spire, Inc.	
7	Respondent,)

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Response to Respondent's "Reply to Opposition to Motion to Strike"

The Complainant would like to respectfully reassert the need for dismissal of the Respondent's "Motion to Strike" listed as item number 11 in docket GC-2024-0172. The Respondent has over looked key requirements to be exempt from the provisions of U.S.C Title 15 Chapter 15B sec. 717 furthermore, the Respondent knowingly and unlawfully committed the act of perjury in its attempt to persuade this Court to strike the Complaint's "Amendment to Complaint".

First, U.S.C Title 15 Chapter 15B sec. 717 (c) states "The provisions of this 16 17 chapter shall not apply to any person engaged in or legally authorized to engage in 18 the transportation in interstate commerce or the sale in interstate commerce for 19 resale, of natural gas received by such person from another person within or at the 20 boundary of a State if all the natural gas so received is ultimately consumed within 21 such State, or to any facilities used by such person for such transportation or sale, provided that the rates and service of such person and facilities be subject to 22 23 regulation by a State commission."

24 The Respondent is attempting to use the chapter exemption by paraphrasing the section as "if all natural gas received by such person is consumed within the state, 25 26 provided that the rates and service of such person are subject to regulation by the 27 state commission." then going on to say that "the gas brought into the state of 28 Missouri by Respondent is received at or within the Missouri state boundary". This

1 exemption is clearly for local intrastate natural gas corporations. However, it is 2 clear the Respondent is using the statement "the gas brought into the state of Missouri by Respondent is received at or within the Missouri state boundary" to be 3 4 misleading. This can be easily proven by looking to the previously mentioned Precedent 5 Agreement transaction that states "Customer has requested Transporter to provide firm transportation service through the Transporter's interstate natural gas pipeline 6 7 system on Customer's behalf" the "Customer" being Spire Missouri Inc. and 8 "Transporter" being Spire STL pipeline LLC. We need also look to the Respondent's 9 filings in this proceeding. Looking at the document titled "Reply to Opposition to Motion to Strike" listed as item No. 14 in docket file No. GC-2024-0172 in line item 10 11 No. 4 the Respondent clearly states "Respondent does engage in transactions to bring natural gas to the state of Missouri from outside of the state" then proceeds to claim 12 "the gas brought into the state of Missouri by Respondent is received at or within the 13 Missouri state boundary" in a effort to deny the facts presented. However, these 14 15 statements in conjunction are a logical fallacy. To clarify the Respondent is agreeing that per the Precedent Agreement Spire Missouri Inc. is indeed purchasing and 16 17 transporting natural gas via interstate pipeline. However, they claim it is only 18 transported to the Missouri state boundary. Then, the Respondent is claiming Spire Missouri Inc. is receiving the natural gas that has already been purchased and 19 20 transported via interstate pipeline by Spire Missouri Inc. (according to the Precedent 21 Agreement) inside the Missouri state boundaries for distribution exclusively in the 22 state. This is in fact, the interstate transportation and commerce of natural gas by a 23 single gas corporation across a state boarder. Moreover, these actions do not follow 24 the required "received by such person from another person within or at the boundary of 25 a State" as set out in U.S.C Title 15 Chapter 15B sec. 717 (c).

Secondly, The Respondent in its attempt to strike the Complainant's amendment has committed the act of perjury. The Respondent affirmatively denied Spire Missouri Inc. engages in interstate commerce then later submits filings divulging Spire

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1 Missouri Inc. does in fact engage in interstate commerce. The first quote is located 2 in the Respondent's document titled "Answer to Amended Complaint and Motion to Strike" 3 listed as item No. 11 in docket GC-2024-0172 and is included as part of the 4 Respondent's motion to attempt to move this court to strike the Complainants 5 "amendment to complaint". The Line item numbered 8 reads "Respondent, Spire Missouri Inc. an intrastate, local natural gas distribution company, is not engaged in 6 7 interstate commerce" The second quote and affirmation of perjury is located in the 8 Respondents document titled "Reply to Opposition to Motion to Strike" listed as item 9 No. 14 in docket file No. GC-2024-0172. Line item number 4 reads "Respondent does 10 engage in transactions to bring natural gas to the state of Missouri from outside of the state." Therefor, the Respondent unlawfully and knowingly committed the act of 11 12 perjury in an attempt to persuade this court to strike the Complainant's amendment to their Complaint. 13

The Complainant once again, would like to respectfully reassert the need for dismissal and disregarding of the Respondents "Motion to Strike" on the grounds they do not meet the substantive requirements to use the U.S.C Title 15 Chapter 15B sec. 717 (c) exemption and furthermore, The Respondent illegally attempted to persuade this court to strike the Complainant's amendment by use of perjury.

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Dated this 8th day of Jan, 2023

Joshua Michael Kearney

Signature,