

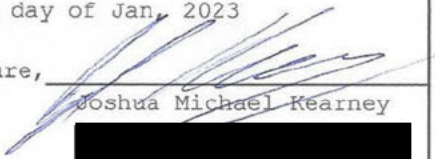
1 exemption is clearly for local intrastate natural gas corporations. However, it is
2 clear the Respondent is using the statement "the gas brought into the state of
3 Missouri by Respondent is received at or within the Missouri state boundary" to be
4 misleading. This can be easily proven by looking to the previously mentioned Precedent
5 Agreement transaction that states "Customer has requested Transporter to provide firm
6 transportation service through the Transporter's interstate natural gas pipeline
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
10 Motion to Strike" listed as item No. 14 in docket file No. GC-2024-0172 in line item
11 No. 4 the Respondent clearly states "Respondent does engage in transactions to bring
12 natural gas to the state of Missouri from outside of the state" then proceeds to claim
13 "the gas brought into the state of Missouri by Respondent is received at or within the
14 Missouri state boundary" in a effort to deny the facts presented. However, these
15 statements in conjunction are a logical fallacy. To clarify the Respondent is agreeing
16 that per the Precedent Agreement Spire Missouri Inc. is indeed purchasing and
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
19 Missouri Inc. is receiving the natural gas that has already been purchased and
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).

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

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
6 Inc. an intrastate, local natural gas distribution company, is not engaged in
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
11 the state." Therefor, the Respondent unlawfully and knowingly committed the act of
12 perjury in an attempt to persuade this court to strike the Complainant's amendment to
13 their Complaint.

14 The Complainant once again, would like to respectfully reassert the need for
15 dismissal and disregarding of the Respondents "Motion to Strike" on the grounds they
16 do not meet the substantive requirements to use the U.S.C Title 15 Chapter 15B sec.
17 717 (c) exemption and furthermore, The Respondent illegally attempted to persuade this
18 court to strike the Complainant's amendment by use of perjury.

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20 Dated this 8th day of Jan, 2023

21 Signature, 

22 Joshua Michael Kearney
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