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File #: 200842

May 8, 2025

***VIA ELECTRONIC FILING***

Matthew Homsher, Secretary  
Pennsylvania Public Utility Commission  
Commonwealth Keystone Building  
400 North Street, 2nd Floor North  
P.O. Box 3265  
Harrisburg, PA 17105-3265

**Re: Monroe Energy, LLC, et al. v. Laurel Pipe Line Company, L.P.  
Docket Nos. C-2025-3053018**

Dear Secretary Homsher:

Attached for filing is the Prehearing Conference Memorandum of Laurel Pipe Line Company, L.P., in the above-referenced proceeding.

Copies will be provided as indicated on the Certificate of Service.

Respectfully submitted,



Garrett P. Lent

GPL/dmc  
Attachment

cc: The Honorable Eranda Vero (*via email; w/attachment*)  
Certificate of Service

## CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing has been served upon the following persons, in the manner indicated, in accordance with the requirements of 52 Pa. Code § 1.54 (relating to service by a participant).

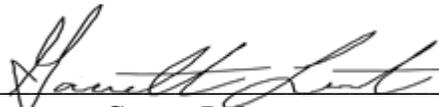
### VIA E-MAIL ONLY

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*Attorneys for PBF Holding Company LLC  
Pro hac vice*

Date: May 8, 2025

  
\_\_\_\_\_  
Garrett P. Lent

**BEFORE THE  
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

Monroe Energy LLC, Lucknow-Highspire :  
Terminals LLC, Sheetz INC, and PBF :  
Holding Company LLC :  
 : Docket No. C-2025-3053018  
Complainants, :  
 :  
v. :  
 :  
Laurel Pipe Line Company, L.P. :  
 :  
Respondent. :

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**PREHEARING CONFERENCE MEMORANDUM OF  
LAUREL PIPE LINE COMPANY, L.P.**

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**TO THE HONORABLE ADMINISTRATIVE LAW JUDGE VERO:**

Pursuant to Section 5.222(d) the Pennsylvania Public Utility Commission’s (“PaPUC” or “Commission”) regulations, 52 Pa. Code § 5.222(d), and the Prehearing Notice dated May 5, 2025, Laurel Pipe Line Company, L.P. (“Laurel” or the “Company”) hereby submits this Prehearing Conference Memorandum.

At the outset, Laurel emphasizes that the service at issue in this Complaint is not the same as the service at issue in Laurel’s prior proposal to reverse the flow of a segment of its pipeline system at Docket Nos. A-2016-2575829 and G-2017-2587567. This proceeding only involves questions about what, if any, Commission approvals Laurel must seek for its affiliate to initiate west-to-east interstate service over an additional segment of the Laurel pipeline system, where east-to-west intrastate service will continue to occur over the same segment, and whether Laurel’s continuation of east-to-west intrastate service is unreasonable.

Based upon the narrow scope of issues presented by the above-captioned Complaint that are properly before the Commission, Laurel submits that this matter should proceed to an evidentiary hearing on June 12, 2025, as scheduled. Failure to do so will only serve to frustrate the Commission's own representations before the Federal Energy Regulatory Commission ("FERC") related to the Petition for Declaratory Order ("PDO") of Buckeye Pipe Line Company, L.P. ("Buckeye") pending at FERC Docket No. OR25-6-000. In this FERC proceeding, the Commission submitted a Motion for Abeyance dated February 12, 2025 ("Motion For Abeyance") seeking that FERC Docket No. OR25-6-000 be held in abeyance pending the outcome of this Complaint.<sup>1</sup> The Commission represented "Buckeye's requests that FERC act on the Petition no later than July 31, 2025, so that Buckeye may timely move forward in offering its expanded transportation services. The PA PUC's Motion is not so untimely as to delay any decision in advance of the requested deadline of July 31, 2025. This Motion is well in advance of Buckeye's expected project completion date." PaPUC Motion for Abeyance, at p. 3 (emphasis added). Any delay in this proceeding will substantially jeopardize, if not render impossible, the Commission's ability to resolve this matter without substantially delaying FERC's decision beyond July 31, 2025, or the expected project completion date for Buckeye to initiate FERC-jurisdictional interstate petroleum products pipeline transportation service in Q4 of 2025.

Laurel is prepared to proceed to hearings on June 12, 2025, and is willing to discuss and agree to reasonable procedural matters to facilitate this hearing date.

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<sup>1</sup> The Motion for Abeyance is attached hereto as Attachment A.

## **I. SERVICE OF DOCUMENTS**

1. Laurel requests that all documents be served on:

Garrett P. Lent, Esquire (PA ID #321566)  
David B. MacGregor, Esquire (PA ID #28804)  
Anthony D. Kanagy, Esquire (PA ID #85522)  
Alice W. Wade, Esquire (PA ID # 335228)  
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Fax: (202) 661-6970  
E-mail: cbarr@postschell.com  
*Admitted pro hac vice*

Please be advised that Mr. Garrett P. Lent will speak as the lead attorney for Laurel for purposes of the prehearing conference. However, other counsel for Laurel will be participating and available during the telephonic prehearing conference as needed.

2. Laurel agrees to receive service of documents electronically in this proceeding.

## **II. PROCEDURAL HISTORY**

3. This proceeding was initiated by the filing of the above-captioned Complaint by Monroe Energy, LLC (“Monroe”), Lucknow-Highspire Terminal, LLC (“LHT”), Sheetz, Inc. (“Sheetz”) and PBF Holding Company LLC (“PBF”) (collectively the “Complainants”), dated January 21, 2025.

4. On January 22, 2025, Laurel was served by the Commission with the above-captioned Complaint.

5. On January 23, 2025, counsel for Monroe moved for the admission Pro Hac Vice of Randall S. Rich to appear on behalf of PBF. On February 12, 2025 Laurel filed a letter indicating it does not oppose the motion for admission.

6. On February 11, 2025, Laurel filed its Answer and New Matter (“ANM”), and Preliminary Objections (“PO”) to the Complaint in Docket No. C-2025-3053018, rebutting in detail the various claims and arguments of the Complainants.

7. On February 12, 2025, counsel for Laurel moved for the admission Pro Hac Vice of Christopher J. Barr as counsel for Laurel.

8. On February 21, 2025, Complainants filed a response to the Preliminary Objections of Laurel.

9. On March 3, 2025, the Complainants submitted an Answer to New Matter.

10. On March 12, 2025, a Motion Judge Assignment Notice was issued assigning Administrative Law Judge Eranda Vero (the “ALJ”) as the presiding officer in this proceeding.

11. On April 21, 2025, the ALJ issued an order overruling Laurel’s Preliminary Objections and indicating that the matter will be set for a hearing.

12. Also on April 21, 2025, the ALJ issued separate orders admitting Christopher Barr pro hac vice as counsel for Laurel and admitting Randall S. Rich, pro hac vice on behalf of PBF.

13. On April 23, 2025, a Call-In Telephone Hearing Notice was issued, setting a hearing date for Thursday, June 12, 2025, at 10:00 a.m. before the ALJ.

14. On May 1, 2025, the ALJ advised the parties by e-mail of her intent to set a Prehearing Conference in this matter, and asked if the parties were available on May 9, 2025, at

10:00 a.m. for the same. Counsel for Laurel responded that Laurel was available for a Prehearing Conference on May 9, 2025.

15. On May 2, 2025, Counsel for the Complainants filed a letter at the docket requesting that the hearing set for Thursday, June 12, 2025 be delayed.

16. On May 4, 2025, Laurel served a letter in opposition to the Complainant's request to delay the June 12, 2025 Telephonic Hearing. The same was filed at the docket on May 5, 2025.

17. On May 5, 2025, a Telephonic Prehearing Conference Notice was issued, setting a prehearing conference for Friday, May 9, 2025, at 10:00 a.m. before the ALJ.

18. On May 5, 2025, the Complainants propounded Interrogatories and Requests for Production Set I on Laurel.

19. On May 5, 2025, Laurel propounded Interrogatories and Requests for Production on Sheetz – Set I, LHT – Set I, PBF – Set I, and Monroe – Set I.

20. On May 7, 2025, Laurel propounded Requests for Admission on Sheetz – Set I, LHT – Set I, PBF – Set I, and Monroe – Set I. Laurel served corrected versions of the same on May 8, 2025.

21. On May 8, 2025, the ALJ directed the parties to be prepared to discuss several topics at the Prehearing Conference.

22. In anticipation of the Prehearing Conference, Laurel submits this Prehearing Memorandum.

### **III. ISSUES AND SCOPE OF PROCEEDING**

23. Laurel is a certificated common carrier pipeline and public utility whose intrastate service is subject to the jurisdiction of the Commission. Laurel is a Delaware Limited Partnership formed for the purpose of transporting petroleum and petroleum products through pipelines.

Laurel currently owns and operates pipelines in Pennsylvania and New Jersey that form a single pipeline system extending from Eagle Point, New Jersey to Midland, Pennsylvania. Current Pennsylvania operations consist of owning and operating approximately 350 miles of 12-inch to 24-inch pipeline and related facilities for the transportation of petroleum products for customers.

24. Under this current configuration, Laurel already provides both intrastate and interstate service on its pipeline in Pennsylvania; Laurel provides intrastate service pursuant to its Commission-approved tariff, and Laurel provides interstate service pursuant to the existing, Commission approved capacity agreement with its affiliate, Buckeye. Indeed, “bidirectional” service is presently provided over the segment of Laurel’s pipeline system that is located between Coraopolis (a delivery point near Pittsburgh) and Eldorado (a delivery point near Altoona) in Pennsylvania (i.e., “Line 718”).

25. The above-captioned matter involves a Formal Complaint filed the Complainants against Laurel related to the initiation of interstate service by Laurel’s non-PaPUC jurisdictional affiliate, Buckeye, over the existing segment of the Laurel pipeline system located between Eldorado and Sinking Spring (a destination point near Sinking Spring) in Pennsylvania (i.e., “Line 720” and “Line 724”).

26. The Complaint raises three claims against Laurel. First, it asserts that the proposal to initiate interstate service over Lines 720 and 724 is an “abandonment” of intrastate service that requires Laurel to obtain a Certificate of Public Convenience, and that failure to do so violates 66 Pa.C.S. § 1102(a)(3). *See, e.g.*, Compl. ¶¶ 30-35 (Count No. 2). Second, it asserts that Laurel was required to file revisions to its Commission-approved tariffs for intrastate service (i.e., Tariff – Pa. PUC No. 81 (Rates) and Tariff – Pa. PUC No. 83 (Rules and Regulations)) before interstate service is initiated, and that failure to do so violates 66 Pa.C.S. §§ 1302, 1303 and 1501. *See, e.g.*, Compl.

¶¶ 27-29, 34-35 (Count Nos. 1 and 2). Third, the Complaint alleges that the initiation of bidirectional service over Lines 720 and 724 will unreasonably diminish and/or impair existing east-to-west intrastate service and that existing bidirectional service over Line 718 has been unreasonable, in violation of 66 Pa.C.S. § 1501. *See, e.g.*, Compl. ¶¶ 26, 28-29 (Count No. 1). Laurel intends to show during the course of this proceeding that none of these claims have any merit, and that the Complaint should be denied.

27. On the first claim, Laurel will show that no abandonment of existing east-to-west intrastate service is contemplated or required to occur, or will occur, over Lines 720 and 724. Laurel intends to show that no permanent cessation of existing east-to-west intrastate service as authorized under its Certificate of Public Convenience and Commission-approved tariffs will occur. Critically, the limited question of whether or not an abandonment requiring a Certificate of Public Convenience will occur does not involve a review of the need for the initiation of interstate service by Buckeye and, therefore, issues such as the basis, rates, terms, conditions, tariffs, rules and regulations of such interstate service are not within the scope of this claim.

28. On the second claim, Laurel will show that no tariff revisions are required or necessary because no rates, terms, conditions, or rules and regulations under Laurel's existing Tariff – Pa. PUC No. 81 (Rates) and Tariff – Pa. PUC No. 83 (Rules and Regulations) are contemplated or required to occur. Again, this limited question does not involve a review of the need for the initiation of interstate service by Buckeye and, therefore, issues such as the basis, rates, terms, conditions, tariffs, rules and regulations of such interstate service are not within the scope of this claim.

29. On the third claim, Laurel will show that the Complainants' claims of unreasonable existing bidirectional service are completely without merit. Existing bidirectional service has been

provided over Line 718 since 2019, and at no point prior to the instant Complaint (where the Complainants' seek to stymie the initiation of interstate service over an additional portion of the Laurel system) have the Complainants or any other shipper ever initiated any action, or filed an informal or formal complaint alleging that this service was unreasonable and in violation of 66 Pa.C.S. § 1501. Furthermore, Laurel will show that the Complainants' claims that the initiation of interstate service over Lines 720 and 724 will result in unreasonable intrastate service are without support and based entirely upon unfounded speculation.

30. Importantly, as noted above, Buckeye's initiation of interstate service is subject to the exclusive jurisdiction of the FERC and is the subject of the pending PDO at FERC Docket No. OR25-6-000.<sup>2</sup> Neither the PDO, nor the future initiation of interstate service contemplated by it, are before the PaPUC.<sup>3</sup> Determinations related to the basis, rates, terms, conditions, tariffs, rules and regulations related to Buckeye's interstate service are not properly before the Commission. *See also* 66 Pa.C.S. § 104. In filings before the FERC:

- The Commission indicated that it is “not opposed to Buckeye Petition for a Declaratory Order with reference to approval of rate structure and tariffs for interstate aspects of service.” Motion for Abeyance, p. 7.
- The Commission represented that “The PA PUC has jurisdiction over the intrastate transportation of petroleum products of certificated public utilities and should have the opportunity to conclude its consideration of Complainants' pending matter. Additionally, FERC approval of bi-directional service on portions of the proposed Buckeye/Laurel Project would not apply to Laurel's intrastate service and whether that

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<sup>2</sup> As noted in its Preliminary Objections, pursuant to *England v. Louisiana State Board of Medical Examiners*, 375 U.S. 411 (1964), Laurel reserves its right to seek adjudication of the following federal claims in federal court, should state tribunals hold against Laurel on questions of state law, including: (1) the ICA preempts the Commission's ability to preclude the initiation of interstate pipeline service; and (2) a decision by the Commission that would effectively preclude the initiation of interstate pipeline service violates the dormant Commerce Clause of the United States Constitution and the ICA.

<sup>3</sup> Laurel notes that it raises these issues in its prehearing memorandum solely for the purpose of arguing that matters related to the basis, rates, terms, conditions, tariffs, rules and regulations related to Buckeye's interstate service are outside the scope of the Commission's jurisdiction and outside the scope of this proceeding regarding Laurel's intrastate service. Laurel reserves all rights to seek appropriate recourse if the scope of issues in this proceeding are not properly limited to matters related to Laurel's jurisdictional intrastate service.

service is reasonable and in compliance with Laurel's CPC." Motion for Abeyance, p. 9.

31. Any attempt by the Complainants to inject facts or issues related to the need, basis, rates, terms, conditions, tariffs, rules and regulations for Buckeye's proposed interstate service under the PDO is improper, and should be rejected. Such attempts ask the Commission to intrude upon the jurisdiction of FERC with respect to matters the Commission has already stated are subject to FERC's jurisdiction. Therefore, Laurel submits that the scope of issues in this proceeding must be limited to explicitly exclude facts and issues related to the basis, rates, terms, conditions, tariffs, rules and regulations of Buckeye's proposed interstate service.

32. Once it is recognized that the scope of issues raised by the Complaint are (a) narrow and (b) do not properly include determinations related to interstate service, it becomes clear that this matter can proceed in an expeditious fashion. Critically, resolution of the first claim involves interpretation of Laurel's Certificate of Public Convenience and existing PaPUC-jurisdictional intrastate tariffs, and a determination of whether a permanent cessation of service will occur. Similarly, resolution of the second claim involves interpretation of Laurel's existing PaPUC-jurisdictional intrastate tariffs, and a determination of whether a revision of any rates, terms, conditions, or rules regulations set forth in those tariffs is required to reflect an initiation of interstate service by an entity other than Laurel. And resolution of the third claim can be accomplished by (a) reviewing the prior actions (or lack thereof) by the Complainants related to existing bidirectional service and (b) determining that any alleged or perceived diminution of intrastate service that may result from the initiation of interstate service is based upon conjecture without any basis in reality.

33. Thus, as a part of this prehearing conference, Laurel requests that a ruling be issued that limits the scope of this proceeding as set forth above, and explicitly excludes issues related to

the basis, rates, terms, conditions, tariffs, rules and regulations related to Buckeye's interstate service from the scope of this proceeding.

#### **IV. WITNESSES**

34. Laurel is evaluating what witnesses it intends to call in this matter, and will promptly disclose the same once they are identified.

35. Laurel also reserves the right to call and present additional witnesses to address any issues that may arise during the course of the proceeding.

#### **V. DISCOVERY**

36. The parties have initiated discovery in this matter.

37. Based upon the discovery propounded upon Laurel, it anticipates that a Motion for Protective Order will be required to ensure that confidential and proprietary information, as well as Confidential Security Information as defined in Section 2 of Act 156 of 2006, P.L. 1425, No. 156, 35 P.S. § 2141.2 et seq. "The Public Utility Confidential Security Information Disclosure Protection Act," and information subject to 49 U.S.C.A. App. Section 15(13) are afforded appropriate protection from disclosure to the public, including an order compelling disclosure of such information subject to the protective order. Laurel submits that it would be reasonable and appropriate to adopt a Protective Order identical to the Protective Order issued at Docket No. C-2018-3003365 (see Attachment B), given that this prior matter involved the discovery of similar types of information to the information sought in this case. Laurel requests that such an order be issued in this proceeding, and will promptly file an appropriate written Motion for Protective Order seeking the same if required to do so.

## **VI. LITIGATION SCHEDULE**

38. Given the narrow scope of issues to be resolved in this proceeding, which do not involve any evaluation of the need, basis, rates, terms, conditions, tariffs, rules and regulations for Buckeye's interstate service, Laurel submits that this matter should proceed to hearings on June 12, 2025, as scheduled, for the reasons stated herein and in its letter dated May 5, 2025. Laurel further submits that this hearing should be held in-person, in Philadelphia, PA.

39. To that end, Laurel proposes the following:

Prehearing Conference	May 9, 2025
Hearing	June 12-13, 16, 2025 <sup>4</sup>
Main Briefs	June 25, 2025
Reply Briefs	July 3, 2025
Recommended Decision	July 31, 2025
Public Meeting Date	September 11, 2025

40. While this schedule does not allow for the resolution of this proceeding by July 31, 2025, which is the date FERC action has been requested on the PDO, it does allow for the Commission to act prior to the anticipated in-service date for Buckeye's expanded interstate service.

41. Laurel reserves its rights related to seeking Commission action on this matter that does not result in such delays, or otherwise frustrate the Commission's representations before FERC.

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<sup>4</sup> To the extent required, Laurel proposes that additional hearing dates be reserved for June 13 and 16.

**VII. SETTLEMENT**

42. Laurel has initiated settlement discussions with the Complainants to attempt to resolve this matter. Laurel remains open and available for settlement discussions with the Complainants, and believes that such discussions should happen as soon as possible.

**VIII. CONCLUSION**

WHEREFORE, Laurel Pipe Line Company, L.P., respectfully requests that the Administrative Law Judge Eranda Vero issue a Prehearing Order that (1) sets this matter for hearings to begin as scheduled on June 12, 2025; and (2) limits the scope of issues in this proceeding as set forth in Paragraphs 26-33 of this Prehearing Memorandum.

Respectfully submitted,



Christopher J. Barr, Esquire (DC ID #375372)  
Post & Schell, P.C.  
607 14th Street, N.W., Suite 600  
Washington, DC 20005-2000  
Phone: (202) 347-1000  
Fax: (202) 661-6970  
E-mail: cbarr@postschell.com

*Admitted Pro Hac Vice*

Date: May 8, 2025

David B. MacGregor, Esquire (PA ID #28804)  
Anthony D. Kanagy, Esquire (PA ID #85522)  
Garrett P. Lent, Esquire (PA ID #321566)  
Alice W. Wade, Esquire (ID # 335228)  
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*Counsel for Laurel Pipe Line Company, L.P.*

# Attachment A



**COMMONWEALTH OF PENNSYLVANIA**  
PENNSYLVANIA PUBLIC UTILITY COMMISSION  
COMMONWEALTH KEYSTONE BUILDING  
NORTH STREET  
HARRISBURG, PENNSYLVANIA 17120

February 12, 2025

By Electronic Filing

Honorable Debbie-Anne A. Reese, Secretary  
Federal Energy Regulatory Commission  
888 First Street, N.E.  
Washington, D.C. 20426

**Re: Motion To Hold In Abeyance of the Pennsylvania Public Utility  
Commission; Docket No. OR25-6**

Dear Acting Secretary Reese:

Please find for e-filing the Pennsylvania Public Utility Commission's Motion To Hold In Abeyance in the above-referenced proceeding.

Copies of this document have been served upon all parties designated on the Commission's official service list, in accordance with Rule 2010 of the Commission's Rules of Practice and Procedure.

If you have any questions, please do not hesitate to contact me.

Respectfully submitted,

Elizabeth H. Barnes  
Elizabeth H. Barnes  
Deputy Chief Counsel  
Pennsylvania Public Utility  
Commission  
(717)772-5408  
[ebarnes@pa.gov](mailto:ebarnes@pa.gov)

**BEFORE THE FEDERAL ENERGY REGULATORY COMMISSION****Buckeye Pipeline Company, L.P. :                   Docket No. OR25-6-000**

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**MOTION TO HOLD IN ABEYANCE OF THE PENNSYLVANIA PUBLIC  
UTILITY COMMISSION**

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Pursuant to Rule 212 of the Rules of Practice and Procedure of the Federal Energy Regulatory Commission (“FERC” or the “Commission”),<sup>1</sup> The Pennsylvania Public Utility Commission (“PA PUC”) respectfully moves to hold the above-captioned proceeding concerning Buckeye Pipeline Company, L.P.’s (Buckeye) Petition for Declaratory Order (Petition), filed on December 20, 2024, in abeyance until the conclusion of a concurrent and related proceeding pending before the PA PUC.<sup>2</sup> The Comment deadline was January 21, 2025; however, it was not until that date that Monroe Energy, LLC (Monroe), Lucknow-Highspire Terminals, LLC (LHT), Sheetz, Inc. (Sheetz) and PBF Holding Company LLC (PBF) (collectively “Indicated Parties”) filed a Joint Protest and Motion to Dismiss at OR25-6-000 and concurrently filed a joint formal complaint at PA PUC Docket No. C-2025-3053018 against Laurel Pipe Line, L.P., a subsidiary of Buckeye, regarding service between the intrastate points of Eldorado and

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<sup>1</sup> 18 C.F.R. § 385.212.

<sup>2</sup> The parties that support the relief requested include Monroe Energy, LLC, Lucknow-Highspire Terminals, LLC, Sheetz, Inc., and PBF Holding Company LLC.

Sinking Springs, Pennsylvania. As Buckeye's Petition is now contested before FERC and there is a pending complaint proceeding regarding the intrastate service of Laurel Pipe Line regarding the same segment of pipeline, the PA PUC seeks to preserve its jurisdiction to decide complaints about Laurel Pipe Line, L.P.'s intrastate utility service in Pennsylvania in the instant proceeding. PA PUC previously filed a doc-less motion to intervene out of time on January 29, 2025, in this proceeding. Buckeye requests that FERC act on the Petition no later than July 31, 2025, so that Buckeye may timely move forward in offering its expanded transportation services. The PA PUC's Motion is not so untimely as to delay any decision in advance of the requested deadline of July 31, 2025. This Motion is well in advance of Buckeye's expected project completion date.

## **I. DESCRIPTION OF MOVANT**

The PA PUC is the state agency with the responsibility for ensuring the provision of safe, adequate and reliable utility service in the Commonwealth of Pennsylvania including the provision of intrastate transport of petroleum products.<sup>3</sup> The PA PUC exercises jurisdiction over the intrastate transportation of petroleum products for public utilities that are certificated by the PA PUC.

Pursuant to Rule 2010 of the Federal Energy Regulatory Commission's (FERC) Rules of Practice and Procedure,<sup>4</sup> the names and mailing addresses of the persons

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<sup>3</sup> 66 Pa. C.S. §§ 102; 1501.

designated to receive service and to whom correspondence and communications concerning this proceeding should be addressed are as follows:

<p>Elizabeth H. Barnes Deputy Chief Counsel 717.772.5408 <a href="mailto:ebarnes@pa.gov">ebarnes@pa.gov</a></p>	<p>Pennsylvania Public Utility Commission 400 North Street, 3<sup>rd</sup> Floor Harrisburg PA 17120</p>
<p>Adam D. Young Assistant Counsel 717.787.4700 <a href="mailto:adyoung@pa.gov">adyoung@pa.gov</a></p>	<p>Pennsylvania Public Utility Commission 400 North Street , 3<sup>rd</sup> Floor Harrisburg PA 17120</p>
<p>David A. Alexander Assistant Counsel 717.425.7068 <a href="mailto:davalexand@pa.gov">davalexand@pa.gov</a></p>	<p>Pennsylvania Public Utility Commission 400 North Street, 3<sup>rd</sup> Floor Harrisburg PA 17120</p>

## II. THE BUCKEYE PETITION

Buckeye filed a Petition for Declaratory Order with FERC on December 20, 2024 requesting that FERC issue a declaratory order finding that Buckeye’s planned implementation of the next phase—Phase 3—of its Michigan/Ohio Pipeline Expansion Project (Broadway Project) is consistent with FERC practice as to the interstate rates and terms of service for shippers utilizing the Phase 3 capacity and with the settlement approved by FERC on September 26, 2019, in resolution of Docket No. OR18-22, *et al.*<sup>5</sup>, under the terms of which the earlier phases of the Broadway Project were successfully

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<sup>5</sup> 168 FERC ¶ 61,198 (2019).

implemented, and, if FERC so finds, affirm that Buckeye may, upon filing its tariff with 30 days' notice, bring the Phase 3 capacity into interstate transportation service and the related FERC tariff promptly into effect.

Buckeye, with its affiliates, currently owns and operates the Broadway project pipeline, which is an approximately 396-mile refined petroleum products pipeline system that extends from points in the U.S. Midwest to Altoona, Pennsylvania.<sup>6</sup> The system is comprised of multiple pipelines ranging in diameter up to 18 inches that extend from Detroit and Woodhaven in Michigan as well as from Toledo and Lima in Ohio.<sup>7</sup> Buckeye avers that the Phase 3 project will involve the use of an existing pipeline between Altoona and Sinking Spring in Pennsylvania, to extend service from the Midwest origins into eastern Pennsylvania and Upstate New York.<sup>8</sup>

Specifically, in its Petition, Buckeye intends to extend bi-directional service eastward past Altoona by removing existing check valves, installing new isolation valves, and modifying existing pump stations to accommodate eastbound and westbound flow in the pipeline segments (LS 720 and 724) between Altoona and Sinking Spring (Reading, PA market).<sup>9</sup> Buckeye contends that at Sinking Spring, shippers on the Phase 3 capacity will have access to the existing bi-directional pipeline segment (LS 714) connecting to Macungie station on Buckeye's Eastern Products System. Via that connection, Buckeye

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<sup>6</sup> Buckeye Petition at 4.

<sup>7</sup> *Id.*

<sup>8</sup> *Id.*

<sup>9</sup> *Id.* at 5.

asserts that Phase 3 shippers will have access to the New York Harbor and Upstate New York markets, physically or through swaps.<sup>10</sup>

### **III. JOINT MOTION TO INTERVENE, PROTEST AND REQUEST FOR DISMISSAL OF MONROE ENERGY, LLC, LUCKNOW-HIGHSPIRE TERMINALS, LLC, SHEETZ, INC. AND PBF HOLDING COMPANY, LLC**

On January 21, 2025, Monroe Energy, LLC (Monroe), Lucknow-Highspire Terminals, LLC (LHT), Sheetz, Inc. (Sheetz) and PBF Holding Company LLC (PBF) (together, the Indicated Parties) moved to intervene in this proceeding and protest the Petition. Indicated Parties averred that if the Commission determines that the Petition should be considered, the Commission should convene appropriate procedures, including settlement and/or hearing procedures, and should conform those procedures to any parallel findings and determinations made by the state regulator, the PA PUC.

Specifically, they stated:

Contemporaneously with this pleading, the Indicated Parties are initiating a formal complaint process before the PaPUC contending that: (1) the proposed bi-directional service violates Laurel Pipeline's certificate of public convenience, (2) the proposed service violates the Pennsylvania Public Utility Code which requires that utilities file tariffs and adhere to those tariffs until those tariffs are changed, and (3) the proposed service will constitute a partial abandonment of the current east-to-west service on the Laurel Pipeline and thus violates provisions of the Pennsylvania Public Utility Code that require a certificate of public convenience before being permitted to abandon service.

Joint Motion to Intervene, Protest and Request for Dismissal of Monroe Energy, LLC, Lucknow-Highspire Terminals, LLC, Sheetz, Inc. and PBF Holding Company, LLC filed January 21, 2025, at 6.

### **IV. MOTION TO HOLD IN ABEYANCE OF THE PAPUC**

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<sup>10</sup> *Id.*

The PA PUC herein moves to hold in abeyance the consideration of the Petition of Buckeye for a Declaratory Order, filed December 20, 2024, until the conclusion of a concurrent and related proceeding before the PA PUC. In so moving, the PA PUC seeks to preserve its jurisdiction over the specific aspects of service relating to Buckeye's existing east-to-west service from certain refiners in eastern Pennsylvania to delivery points located at and between Eldorado and Sinking Springs, Pennsylvania. The PA PUC is not opposed to Buckeye Petition for a Declaratory Order with reference to approval of rate structure and tariffs for interstate aspects of service.

The PAPUC notes that on January 21, 2025, the same Indicated Parties to this proceeding, filed a separate and concurrent Formal Complaint (Complaint) before the PA PUC in accordance with Section 701 of the Pennsylvania Public Utility Code, 66 Pa. C.S. § 701 and 52 Pa. Code § 5.21(a) at Docket No. C-2025-3053018.<sup>11</sup> The Complaint concerns the intrastate transportation service of Buckeye's subsidiary company, Laurel Pipe Line, L.P., a public utility under the jurisdiction of the PA PUC. It alleges that Buckeye's and Laurel's proposed extension of bi-directional transport of petroleum products past Eldorado (it's current terminus) to Sinking Spring, Pennsylvania, using what historically has been east-to-west intrastate transportation capacity on the Laurel pipeline, without PA PUC review or approval is unreasonable and in violation of 66 PA C.S. § 1501 as well as outside the scope of its PA PUC Certificate of Public Convenience (CPC). This Complaint is in the early phase of litigation before the PA PUC.

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<sup>11</sup> Monroe Energy, LLC, Lucknow-Highspire Terminals, LLC, Sheetz, Inc., and PBF Holding Company LLC v. Laurel Pipe Line Company, L.P., PA PUC Docket No. C-2025-3053018.

Specifically, Complainants allege that Buckeye's proposal would require a partial abandonment by Laurel, of east-to-west petroleum products pipeline transportation service that Laurel has been providing exclusively on this segment of the Laurel pipeline, Sinking Spring to Eldorado, since 1957. Complainants aver that the effect of Buckeye's proposal and the filing at the FERC is to deprive the PA PUC of its lawful jurisdiction over a regulated utility and its lawful jurisdiction over a proposed abandonment of a portion of Laurel's existing certificated Pennsylvania intrastate public utility service. Complainants allege that they are willing and able to demonstrate that the current east-to-west capacity on Laurel's pipeline will be diminished by the initiation of west-to-east service on the same pipeline. Complainants further allege that Buckeye has not provided firm assurances or guarantees to the Complainants or other users of the Laurel Pipeline that the current levels of east-to-west intrastate pipeline service will be maintained after the expiration of the Settlement condition that currently prohibits Laurel from reducing east-to-west capacity until after 2026.

Moreover, Complainants allege that Laurel is now providing unreasonable and inadequate service to the Complainants that will materially and adversely impact their businesses and operations. The relief requested includes findings and an order from the PA PUC that Laurel's proposed bi-directional service on the Eldorado – Sinking Springs pipeline segment violates (i) Laurel's existing CPC and Code Section 1501; which requires jurisdictional public utilities like Laurel to provide service that is "reasonably continuous and without unreasonable interruptions or delay"; (ii) Code Sections 1302 and 1303, which require public utilities like Laurel to maintain, file and adhere to tariffs that

reflect service offerings and rules associated with service and are modified pursuant to the tariff review process when service is changed; and (iii) Code Chapter 11 because Laurel must make the appropriate filings with and obtain the approval of the PA PUC to implement bi-directional transportation on the pipeline segment as such proposal constitutes a partial abandonment of Laurel's existing east-to-west tariffed intrastate petroleum products transportation service between Sinking Spring and Eldorado, Pennsylvania.

On February 12, 2025, Buckeye filed Preliminary Objections and an Answer to the Complaint. The PA PUC, without opining on the ultimate merits of the proceeding currently before it, contends that it possesses the subject matter jurisdiction and authority under Sections 102, 701 and 1501 of the Pennsylvania Public Utility Code to address the issues raised in the PA PUC Complaint.<sup>12</sup> Section 102 specifically confers the PA PUC with jurisdiction over the “transporting or conveying ... crude oil, gasoline or petroleum products ... by pipeline or conduit for the public for compensation.” FERC should be aware of Complainants’ ongoing proceeding against Laurel Pipe Line, L.P. before the PA PUC regarding the terms and conditions of its intrastate service as it considers Buckeye’s current request. The PA PUC has jurisdiction over the intrastate transportation of petroleum products of certificated public utilities and should have the opportunity to conclude its consideration of Complainants’ pending matter. Additionally, FERC approval of bi-directional service on portions of the proposed Buckeye/Laurel Project

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<sup>12</sup> 66 Pa. C.S. §§ 102, 701, 1501.

would not apply to Laurel's intrastate service and whether that service is reasonable and in compliance with Laurel's CPC.

#### IV. CONCLUSION

For all the foregoing reasons, the PA PUC respectfully requests FERC grant abeyance of the above-captioned Petition for Declaratory Order until the PA PUC issues a final determination regarding a concurrent and related proceeding at Monroe Energy, LLC, Lucknow-Highspire Terminals, LLC, Sheetz, Inc., and PBF Holding Company LLC v. Laurel Pipe Line Company, L.P., PA PUC Docket No. C-2025-3053018.

Respectfully submitted,

Elizabeth H. Barnes

Elizabeth H. Barnes

Deputy Chief Counsel

Pennsylvania Public Utility Commission

400 North St., 3<sup>rd</sup> Floor  
Harrisburg, PA 17120  
Tel: (717) 787-5000

Dated: February 12, 2025

## CERTIFICATE OF SERVICE

I HEREBY CERTIFY that I am on this date serving a copy of the foregoing document upon each person designated on the official service list compiled by the Federal Energy Regulatory Commission in accordance with the requirements of Rule 2010 of the Commission's Rules of Practice and Procedure.

Respectfully submitted,

*Elizabeth H. Barnes*

Elizabeth H. Barnes

Deputy Chief Counsel

Pennsylvania Public Utility Commission

400 North St., 3<sup>rd</sup> Floor  
Harrisburg, PA 17120  
Tel: (717) 787-5000

Dated: February 12, 2025

Document Content(s)

OR25-6-000 - Motion To Hold In Abeyance of the Pennsylvania Public Utility  
Commission.pdf.....1

# Attachment B

**BEFORE THE  
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

Giant Eagle, Inc.; Guttman Energy, Inc.;	:	Docket No. C-2018-3003365
Lucknow-Highspire Terminals, LLC;	:	Docket No. P-2018-3003368
Monroe Energy, LLC; Philadelphia Energy	:	
Solutions Refining and Marketing, LLC;	:	
and Sheetz, Inc.	:	
	:	
	:	
	:	
v.	:	
	:	
Laurel Pipe Line Company, L.P.	:	
	:	

**PROTECTIVE ORDER**

Upon consideration of the Motion for a Protective Order that was filed by Laurel Pipe Line Company, L.P. on July 19, 2018;

**IT IS ORDERED THAT:**

1. The Motion is hereby granted with respect to all materials and information identified in Paragraphs 2 – 3 below.
2. The information subject to this Protective Order is all correspondence, documents, data, information, studies, methodologies and other materials, furnished in this proceeding, that are reasonably believed by the producing party to be of a proprietary or confidential nature and that are so designated by being marked “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL PROTECTED MATERIAL.” Such materials will be referred to below as “Proprietary Information.” When a statement or exhibit is identified for the record, the portions thereof that constitute Proprietary Information shall be designated as such for the record.

3. This Protective Order applies to the following categories of materials: (a) the parties may designate as “CONFIDENTIAL” those materials that customarily are treated by that party as sensitive or proprietary, that are not available to the public, and that, if disclosed freely, would subject that party or its clients to risk of competitive disadvantage or other business injury; (b) the parties may designate as “HIGHLY CONFIDENTIAL PROTECTED MATERIAL” those materials that are of such a commercially sensitive nature or of such a private, personal nature that the producing party is able to justify a heightened level of confidential protection with respect to those materials; moreover, information subject to the restrictions of 49 U.S.C.A. App. Section 15(13) will be designated as “HIGHLY CONFIDENTIAL PROTECTED MATERIAL.” Given the limited distribution afforded to “HIGHLY CONFIDENTIAL PROTECTED MATERIAL” under the terms of this Protective Order, the parties shall endeavor to limit their designation of information as HIGHLY CONFIDENTIAL PROTECTED MATERIAL. The parties shall also redact or take other steps reasonably necessary to eliminate from any discovery responses the names, addresses or any other information that could reveal the identity of shippers or customers, whose actual names shall be replaced by a letter or numerical designation.

4. Proprietary Information shall be made available to counsel for a party, subject to the terms of this Protective Order. Such counsel shall use or disclose the Proprietary Information only for purposes of preparing or presenting evidence, cross examination, argument, or settlement in this proceeding. No person who may be entitled to receive, or who is afforded access to any CONFIDENTIAL or HIGHLY CONFIDENTIAL PROTECTED MATERIAL shall use or disclose such information for purposes of business or competition, or any purpose other than the preparation for and conduct of this proceeding or any administrative or judicial review thereof. To

the extent required for participation in this proceeding, counsel for a party may afford access to Proprietary Information subject to the conditions set forth in this Protective Order.

5. Information deemed as “CONFIDENTIAL” shall be made available to a “Reviewing Representative” who is a person that has signed a Non-Disclosure Certificate attached as Appendix A, and who is:

- (i) An attorney who has entered an appearance in this proceeding for a party or who serves as the General Counsel or Assistant General Counsel for a party;
- (ii) Attorneys, paralegals, and other employees associated for purposes of this case with an attorney described in Paragraph 5(i);
- (iii) An expert or an employee of an expert retained by a party for the purpose of advising, preparing for or testifying in this proceeding; or
- (iv) Employees or other representatives of a party appearing in this proceeding with significant responsibility for this docket.

With regard to Bureau of Investigation and Enforcement (“I&E”), information deemed as “CONFIDENTIAL” shall be made available to I&E Prosecutors subject to the terms of this Protective Order. The I&E Prosecutors shall use or disclose the CONFIDENTIAL information only for purposes of preparing or presenting evidence, cross examination, argument, or settlement in this proceeding. To the extent required for participation in this proceeding, the I&E Prosecutors may afford access to CONFIDENTIAL information only to I&E’s experts, without the need for the execution of a Non-Disclosure Certificate, who are full-time employees of the Commission and bound by all the provisions of this Order by virtue of the I&E Prosecutors’ execution of a Non-Disclosure Certificate.

6. Information deemed as “HIGHLY CONFIDENTIAL PROTECTED MATERIAL”, may be provided to a “Reviewing Representative” who has signed a Non-Disclosure Certificate attached as Appendix A and who is:

- (i) An attorney for a statutory advocate pursuant to 52 Pa. Code §1.8, or an outside attorney who has entered an appearance in this proceeding for a party;
- (ii) An attorney, paralegal, or other employee associated for purposes of this case with an attorney described in Paragraph 6(i);
- (iii) An outside expert or an employee of an outside expert retained by a party for the purposes of advising, preparing for or testifying in this proceeding; or
- (iv) A person designated as a Reviewing Representative for purposes of HIGHLY CONFIDENTIAL PROTECTED MATERIAL, provided that a Reviewing Representative for purposes of HIGHLY CONFIDENTIAL PROTECTED MATERIAL shall not include an officer, director, stockholder, partner, or owner of any competitor of the parties, or of any shipper, customer or consignee on Laurel, or of any affiliate of any competitor of the parties, or shipper, customer or consignee on Laurel, or any employee of any such entity, if that person's duties involve marketing or pricing responsibilities, or any responsibility for marketing or pricing with respect to the transportation or commodity sales and/or exchanges of refined petroleum products.

With regard to I&E, information deemed as “HIGHLY CONFIDENTIAL PROTECTED MATERIAL” shall be made available to the I&E Prosecutors subject to the terms of this Protective Order. The I&E Prosecutors shall use or disclose the HIGHLY CONFIDENTIAL PROTECTED MATERIAL only for purposes of preparing or presenting evidence, cross examination, argument, or settlement in this proceeding. To the extent required for participation in this proceeding, the I&E Prosecutors may afford access to HIGHLY CONFIDENTIAL PROTECTED MATERIAL, only to I&E's experts, without the need for the execution of a Non-Disclosure Certificate, who are full-time employees of the Commission and bound by all the provisions of this Protective Order by virtue of the I&E Prosecutors' execution of a Non-Disclosure Certificate.

Provided, further, that in accordance with the provisions of Sections 5.362 and 5.365(e) of the Commission's Rules of Practice and Procedure, 52 Pa. Code §§ 5.362, 5.365(e), any party may, by subsequent objection or motion, seek further protection with respect to HIGHLY

CONFIDENTIAL PROTECTED MATERIAL, including, but not limited to, total prohibition of disclosure or limitation of disclosure only to particular parties.

7. For purposes of this Protective Order, a Reviewing Representative may not be a “Restricted Person.”

(a) A “Restricted Person” shall mean: (i) an officer, director, stockholder, partner, or owner of any competitor of the parties or an employee of such an entity if the employee’s duties involve marketing or pricing of the competitor’s products or services; (ii) an officer, director, stockholder, partner, or owner of any affiliate of a competitor of the parties (including any association of competitors of the parties) or an employee of such an entity if the employee’s duties involve marketing or pricing of the competitor’s products or services; (iii) an officer, director, stockholder, owner or employee of a competitor of a customer of the parties if the Proprietary Information concerns a specific, identifiable customer of the parties; and (iv) an officer, director, stockholder, owner or employee of an affiliate of a competitor of a customer of the parties if the Proprietary Information concerns a specific, identifiable customer of the parties; provided, however, that no expert shall be disqualified on account of being a stockholder, partner, or owner unless that expert’s interest in the business would provide a significant motive for violation of the limitations of permissible use of the Proprietary Information. For purposes of this Stipulated Protective Agreement, stocks, partnership or other ownership interests valued at more than \$100,000 or constituting more than a 1% interest in a business establishes a significant motive for violation.

(b) If an expert for a party, another member of the expert’s firm or the expert’s firm generally also serves as an expert for, or as a consultant or advisor to, a Restricted Person with respect to the marketing or pricing of the competitor’s products or services, said expert must:

(i) identify for the parties each Restricted Person and each expert or consultant; (ii) make reasonable attempts to segregate those personnel assisting in the expert's participation in this proceeding from those personnel working on behalf of a Restricted Person; and (iii) if segregation of such personnel is impractical the expert shall give to the producing party written assurances that the lack of segregation will in no way jeopardize the interests of the parties or their customers. The parties retain the right to challenge the adequacy of the written assurances that the parties' or their customers' interests will not be jeopardized. No other persons may have access to the Proprietary Information except as authorized by order of the Commission.

8. A qualified "Reviewing Representative" for "HIGHLY CONFIDENTIAL PROTECTED MATERIAL" may review and discuss "HIGHLY CONFIDENTIAL PROTECTED MATERIAL" with their client or with the entity with which they are employed or associated, to the extent that the client or entity is not a "Restricted Person", but may not share with or permit the client or entity to review the "HIGHLY CONFIDENTIAL PROTECTED MATERIAL". Such discussions must be general in nature and not disclose specific "HIGHLY CONFIDENTIAL PROTECTED MATERIAL," provided however that counsel for I&E may share proprietary information with the I&E Director, without obtaining a Non-Disclosure Certificate from these individuals, provided however, that this individual otherwise abide by the terms of the Protective Order.

9. Information deemed Proprietary Information shall not be used except as necessary for the conduct of this proceeding, nor shall it be disclosed in any manner to any person except a Reviewing Representative who is engaged in the conduct of this proceeding and who needs to know the information in order to carry out that person's responsibilities in this proceeding.

10. Reviewing Representatives may not use information contained in any Proprietary Information obtained through this proceeding to give any party or any competitor or customer or consignee of any party a commercial advantage. In the event that a party wishes to designate as a Reviewing Representative a person not described in Paragraphs 5(i) through 5(iv) or 6(i) through 6(iii) above, the party shall seek agreement from the party providing the Proprietary Information. If an agreement is reached, that person shall be a Reviewing Representative pursuant to Paragraph 6(iv) above with respect to those materials. If no agreement is reached, the party shall submit the disputed designation to the presiding Administrative Law Judge for resolution.

11. (a) A Reviewing Representative shall not be permitted to inspect, participate in discussions regarding, or otherwise be permitted access to Proprietary Information pursuant to this Protective Order unless that Reviewing Representative has first executed a Non-Disclosure Certificate provided that if an attorney qualified as a Reviewing Representative has executed such a certificate, the paralegals, secretarial and clerical personnel under the attorney's instruction, supervision or control need not do so, nor do Commission employees assisting I&E as noted above in Paragraphs 5 and 6. A copy of each Non-Disclosure Certificate shall be provided to counsel for the parties asserting confidentiality prior to disclosure of any Proprietary Information to that Reviewing Representative.

(b) Attorneys and outside experts qualified as Reviewing Representatives are responsible for ensuring that persons under their supervision or control comply with the Protective Order.

12. None of the parties waive their right to pursue any other legal or equitable remedies that may be available in the event of actual or anticipated disclosure of Proprietary Information.

13. The parties shall designate data or documents as constituting or containing Proprietary Information by marking the documents “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL PROTECTED MATERIAL.” Where only part of data compilations or multi-page documents constitutes or contains Proprietary Information, the parties, insofar as reasonably practicable within discovery and other time constraints imposed in this proceeding, shall designate only the specific data or pages of documents that constitute or contain Proprietary Information. The Proprietary Information shall be served upon the parties hereto only in an envelope separate from the nonproprietary materials, and the envelope shall be conspicuously marked “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL PROTECTED MATERIAL.” Notwithstanding the above, since “HIGHLY CONFIDENTIAL PROTECTED MATERIAL” is intended to be distributed only to a small group of persons who are not directly employed by the parties in this proceeding, the parties shall use their best reasonable efforts to reduce the amount and type of information that is provided with the “HIGHLY CONFIDENTIAL PROTECTED MATERIAL” designation and to not identify the names, addresses or any other information that could reveal the identity of shippers or customers in response to discovery.

14. The parties will consider and treat the Proprietary Information as within the exemptions from disclosure provided in Section 335(d) of the Public Utility Code, 66 Pa. C.S. § 335(d), and the Pennsylvania Right-to-Know Act, 65 P.S. §§ 67.101 *et seq.*, until such time as the information is found to be non-proprietary. In the event that any person or entity seeks to compel the disclosure of Proprietary Information, the non-producing party shall promptly notify the producing party in order to provide the producing party an opportunity to oppose or limit such disclosure.

15. Any public reference to Proprietary Information by a party or its Reviewing Representatives shall be to the title or exhibit reference in sufficient detail to permit persons with access to the Proprietary Information to understand fully the reference and not more. The Proprietary Information shall remain a part of the record, to the extent admitted, for all purposes of administrative or judicial review.

16. Part of any record of this proceeding containing Proprietary Information, including but not limited to all exhibits, writings, testimony, cross examination, argument, and responses to discovery, and including reference thereto as mentioned in Paragraph 15 above, shall be sealed for all purposes, including administrative and judicial review, unless such Proprietary Information is released from the restrictions of this Protective Order, either through the agreement of the parties to this proceeding or pursuant to an order of the Commission.

17. The parties shall retain the right to question or challenge the confidential or proprietary nature of Proprietary Information including, without limitation, the identity of shippers and/or customers, and to question or challenge the admissibility of Proprietary Information. In the event of a question or challenge to the confidential or proprietary nature of Proprietary Information, the parties shall make a good faith effort to redact or modify the Proprietary Information so that it is no longer “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL PROTECTED MATERIAL”. If a party challenges the designation of a document or information as proprietary, the party providing the information retains the burden of demonstrating that the designation is appropriate.

18. The parties shall retain the right to question or challenge the admissibility of Proprietary Information; to object to the production of Proprietary Information on any proper ground; and to refuse to produce Proprietary Information pending the adjudication of the objection.

19. Within 30 days after a Commission final order is entered in the above-captioned proceeding, or in the event of appeals, within thirty days after appeals are finally decided, the parties, upon request, shall either destroy or return to the parties all copies of all documents and other materials not entered into the record, including notes, which contain any Proprietary Information. In the event that a party elects to destroy all copies of documents and other materials containing Proprietary Information instead of returning the copies of documents and other materials containing Proprietary Information to the parties, the party shall certify in writing to the other producing party that the Proprietary Information has been destroyed.

20. In addition, in light of the fact that documents requested in this proceeding may contain information concerning interstate shipments that may be subject to the restrictions contained in the Interstate Commerce Act (“ICA”), 49 U.S.C.A. App. Section 15(13), the undersigned finds that an order compelling disclosure of information and materials, which disclosure in the absence of such an order might be deemed to violate the provisions of the Interstate Commerce Act, would facilitate discovery in this matter, and be in the public interest. The undersigned also finds that, consistent with the purpose and intent of Section 15(13) of the ICA—*i.e.* to preclude disclosure of competitively sensitive information that could be used to the detriment of a shipper—such disclosure should be made contingent upon and subject to a protective order that will adequately protect shipper interests. Accordingly, it is hereby ordered that such information and materials shall be disclosed in accordance with, and subject to, the terms and conditions of this Protective Order.

Dated: July 20, 2018

\_\_\_\_\_  
/s/  
Administrative Law Judge  
Eranda Vero

C-2018-3003365 and P-2018-3003368 GAIN T EAGLE INC.;  
LAUCKNOW-HIGHSPIRE TERMINALS, LLC;  
MONROE ENERGY; PHILADELPHIA ENERGY  
REFINING AND MARKETING, LLC;  
AND SHEETZ, INC.

**SERVICE LIST**

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## **APPENDIX A**

**APPENDIX A**  
**BEFORE THE**  
**PENNSYLVANIA PUBLIC UTILITY COMMISSION**

Giant Eagle, Inc.; Guttman Energy, Inc.;	:	
Lucknow-Highspire Terminals, LLC;	:	
Monroe Energy, LLC; Philadelphia Energy	:	Docket No. C-2018-3003365
Solutions Refining and Marketing, LLC;	:	Docket No. P-2018-3003368
and Sheetz, Inc.	:	
	:	
	:	
v.	:	
	:	
Laurel Pipe Line Company, L.P.	:	
	:	

**NON-DISCLOSURE CERTIFICATE**

**TO WHOM IT MAY CONCERN:**

The undersigned is the \_\_\_\_\_ of \_\_\_\_\_  
(the retaining party). The undersigned has read and understands the Protective Order deals with the treatment of Proprietary Information, and the undersigned is a (check ONE):

- Reviewing Representative for CONFIDENTIAL information.
- Reviewing Representative for CONFIDENTIAL & HIGHLY CONFIDENTIAL information.

The undersigned agrees to be bound by and comply with the terms and conditions of said Protective Order.

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Address

\_\_\_\_\_  
Employer