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July 28, 2025

Matthew L. Homsher, Secretary
Pennsylvania Public Utility Commission
Commonwealth Keystone Building
400 North Street, 2nd Floor
Harrisburg, PA 17120

VIA ELECTRONIC FILING

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

Dear Secretary Homsher:

Attached for filing with the Pennsylvania Public Utility Commission is the PUBLIC, CONFIDENTIAL and HIGHLY CONFIDENTIAL versions of the Petition for Interim Emergency Relief of Lucknow-Highspire Terminals, LLC and Sheetz, Inc. The CONFIDENTIAL and HIGHLY CONFIDENTIAL versions of the Petition are being provided under seal to the Commission via SharePoint.

As evidenced by the attached Certificate of Service, all parties to this proceeding are being duly served with a copy of this document. Thank you

Very truly yours,

A handwritten signature in black ink, appearing to read 'Adeolu A. Bakare', written over a horizontal line.

Adeolu A. Bakare
MCNEES WALLACE & NURICK LLC

cc: Certificate of Service

CERTIFICATE OF SERVICE

I hereby certify that I have this day served a true copy of the foregoing document upon the participants, listed below, in accordance with the requirements of Section 1.54 (relating to service by a participant).

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LLC and Sheetz, Inc.

Dated this 29th day of July, 2025, in Harrisburg, Pennsylvania.

**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
	:	Docket No. P-2025-_____
	:	
Petitioners,	:	
	:	
v.	:	
	:	
Laurel Pipe Line Company, L.P.	:	
	:	
Respondent.	:	

PETITION FOR INTERIM EMERGENCY RELIEF

Lucknow Highspire Terminals, LLC (“LHT”), and Sheetz, Inc. (Sheetz) (collectively, "Petitioners")¹ file this Petition for Interim Emergency Relief ("Petition"), pursuant to Section 3.6 of the regulations² of the PUC, against Laurel Pipe Line Company, L.P. (“Laurel”). This request for relief is made in the course of a Complaint filed on January 21, 2025 ("Complaint")³ against Laurel in accordance with Section 701 of the Pennsylvania Public Utility Code ("Code").⁴ The Petitioners respectfully request that the presiding officer and the

¹Petitioners here are among the same companies that challenged Buckeye Pipe Line, L.P.'s ("Buckeye") petition at the Federal Energy Regulatory Commission ("FERC") requesting a declaratory order finding that Buckeye’s planned implementation of Phase 3 of its Broadway project is consistent with Commission practice and affirm that Buckeye may bring Phase 3 capacity into interstate transportation service. *See, Petition for Declaratory Order of Buckeye Pipe Line Company, L.P.*, FERC Docket No. OR25-6-000 (Petition Filed December 20, 2024) ("2024 PDO"). Petitioners here are also among the companies that filed a Formal Complaint at the Pennsylvania Public Utility Commission (“PUC” or “Commission”) against Laurel Pipe Line Company, L.P. (“Laurel”) seeking an order from the Commission that Laurel’s proposed extension of bi-directional service to include the Line 720 and 724 pipeline segments violates Laurel’s existing Certificate of Public Convenience (“CPC”) and Pennsylvania Code Section 1501. *See Formal Complaint of Monroe Energy, LLC, Lucknow-Highspire Terminals, LLC, Sheetz, Inc. and PBF Holding Company LLC*, PUC Docket No. C-2025-3053018 (Complaint filed January 21, 2025) (“Complaint”).

² 52 Pa. Code § 3.6.

³ *See generally* Docket No. C-2018-3003365.

⁴ 66 Pa. C.S. § 701.

Commission expedite the scheduling of a hearing, issuance of a decision on the merits of the Petition, briefing to the Commission, and a final Commission decision on this Petition due to the Petitioners' need to avoid further irreparable harm arising from Laurel's unreasonable service and scheduled interruptions in service on the Laurel Pipeline.⁵

Laurel has recently engaged in an ongoing pattern of scheduling multiple outages on the pipeline to conduct testing and maintenance activities arising from its desire to expand bi-directional service, even though the proposed expansion of bi-directional service has not received regulatory approvals. Laurel continues this practice with its most recent scheduled outage for what Laurel refers to as planned maintenance. Immediate relief is needed because unnecessary supply disruptions and costs associated with seeking alternative supply arrangements have been incurred and will continue to be incurred every time Laurel schedules an outage on the Laurel Pipeline. Pursuant to Section 3.6 of the Commission's Regulations, Petitioners request that an interim emergency order on the merits of the Petition be entered no later than August 13, 2025.

I. SUMMARY

1. This Petition arises from Laurel's and its affiliate Buckeye's decision to expand bi-directional petroleum products transportation service on two segments of its pipeline in Pennsylvania without approval from the Federal Energy Regulatory Commission ("FERC") or the PUC, and the adverse impacts suffered by Petitioners due to Laurel's unreasonable preparations for and implementation of that unapproved bi-directional service.

⁵ The Petitioners vary in terms of the degree of economic harm suffered by Laurel's repeated postponements of the planned interruption of service. However, both Petitioners are adversely affected by Laurel's conduct and support the relief requested in this Petition.

2. On July 11, 2025, Laurel unilaterally announced that the Laurel Pipeline segment from Mechanicsburg to Duncansville⁶ would be taken out of service for eleven (11) days for planned maintenance. The outage, scheduled to begin on August 12, 2025 and end on August 22, 2025, would completely terminate diesel and gasoline petroleum products transportation service to Eldorado from the East or West, as well as all other westbound deliveries originating east of the Mechanicsburg East station. Laurel also “cautions” in the announcement that the service outage period represents only a best estimate and could be subject to shifts. The timing of the announcement gave shippers just less than three (3) business days to adjust nominations for the month of August to account for Laurel’s outage. The Petitioners immediately advised Laurel/Buckeye of the material adverse effect such an outage would have on the Petitioners' respective businesses and operations, especially considering the short turnaround time between this announced August outage and a July outage that occurred on the Laurel Pipeline. The July outage, between Sinking Spring and Mechanicsburg Station, began July 17, 2025 and was projected to continue for eight (8) days.

3. In Laurel/Buckeye's previous attempts to institute and expand bidirectional service along segments of the Laurel Pipeline, a similar pattern was visible of scheduled outages in the leadup to the start of such proposed bi-directional service. In 2018, Laurel scheduled an outage for hydrotesting in preparation for bi-directional service, "subject to an appropriate order from FERC," according to the notice. Laurel/Buckeye repeatedly postponed the scheduled hydrotest as they did not receive a favorable order from FERC prior to each of the rescheduled outages. Though Buckeye now cites routine maintenance and/or pipeline integrity as its reason for the July and August 2025 outages, the available evidence suggests that Laurel is proceeding

⁶ The Duncansville delivery point on the Pipeline directly connects to the Eldorado delivery point through a short spur pipeline. For purposes of this filing, the two delivery points are synonymous with each other.

with testing and maintenance activities in preparation to expand bi-directional service on the pipeline and that the recent and planned outages relate to these efforts. Laurel has yet again put the Petitioners in the position of needing to make alternate supply arrangements (often at higher costs and subject to risk of supply disruptions to the Petitioners and retail consumers) in preparation for an announced outage in furtherance of bi-directional service that has not been received Buckeye's requested approval from FERC and in the absence of Laurel seeking or obtaining approval from this Commission. Not only have Petitioners already been harmed by the close proximity and duration of the July and August outages, Petitioners will be further harmed by the continuation of Laurel's sudden and extensive outages conducted in order to prepare for service that Buckeye and Laurel have not yet received authorization to offer. Accordingly, Petitioners seek interim relief from the PUC by August 13, 2025, in order to preserve adequate and reasonably continuous operation of the pipeline

4. Laurel's pursuit of extended bi-directional service from Eldorado to Sinking Spring and the upgrades deemed necessary to implement such service, without regulatory approvals from FERC and the PUC, is not only unlawful, but has now significantly exacerbated the negative impacts on the Petitioners through an unreasonable outage implementation process, where Laurel schedules significant outages without sufficient notice or time for Petitioners to efficiently adjust operations and schedules outages too close in proximity to one another to enable sufficient supply delivery. Laurel's scheduling of lengthy service interruptions has already caused, and will continue to cause, harm to the Petitioners, which directly or indirectly rely on the Laurel Pipeline to ship or receive petroleum products into various Pennsylvania markets. As evidenced by the need to allocate shipments on the Laurel Pipeline in advance of each scheduled outage, these outage notices put pressure on the petroleum products market as

market participants rush to make arrangements for alternative supply during the outage period. This process results in harm to the Petitioners because they are forced to purchase products under constrained market conditions created by Laurel's outage announcements. To prevent such harm, the Commission should enjoin Laurel from scheduling any further outages, absent demonstrable and specific pipeline integrity issues associated with current service, until after Laurel has procured all necessary regulatory approvals, including approvals from FERC in the 2024 PDO Proceeding, which FERC has stated it will not decide until this Commission issues an order addressing the Complaint.⁷

II. BACKGROUND

A. The Parties

5. The Petitioners are customers on the Laurel Pipeline, either as a terminal owner that ships products on the Laurel Pipeline and also provides storage and rack space that allows local wholesalers and/or retailers access to product delivered by pipe line (LHT), or as a party that ships products on the Laurel Pipeline for retail sales purposes. (Sheetz).

6. Petitioner LHT owns and operates terminals throughout Pennsylvania. It is an active participant in markets for refined petroleum products served by the Laurel Pipeline, among others. LHT relies on the east-to-west service offered by the Laurel Pipeline, as the Laurel Pipeline is the only pipeline connecting refineries on the East Coast with LHT's terminals in Central and Western Pennsylvania.

7. Petitioner Sheetz ships refined petroleum products on the Laurel Pipeline, under both interstate and intrastate tariffs, to its vast complement of retail locations across the Commonwealth. Sheetz is one of the largest purchasers of petroleum products in Pennsylvania.

⁷ See "Order Granting Motion to Hold Proceeding in Abeyance," *Buckeye Pipe Line Company, L.P.*, 192 FERC ¶ 61,046 (July 10, 2025).

The Laurel Pipeline is the only pipeline that flows westward to the Pittsburgh area from East Coast refineries and supply sources and, therefore, the only pipeline that allows Sheetz to purchase and deliver refined petroleum products from East Coast sources.

8. Respondent Laurel has been a public utility in Pennsylvania since it received a Certificate of Public Convenience from the PUC in 1957. Since that time, Laurel has owned and operated the Laurel Pipeline. The Laurel Pipeline provides single-direction (i.e., east-to-west) intrastate transportation of petroleum products across Pennsylvania, through a pipeline originating in the Philadelphia, Pennsylvania area and extending westward towards Pittsburgh to Midland, Pennsylvania, which is near the Ohio border. Laurel currently is the only intrastate petroleum products pipeline that provides service from Philadelphia to Pittsburgh. Laurel's affiliate, Buckeye, is the only interstate petroleum products pipeline that provides service from Philadelphia to Pittsburgh, and it does so via an affiliated interest agreement discussed below, that is subject to this Commission's jurisdiction.

B. The 2016 PUC Reversal Proceeding, the 2018 FERC PDO Proceeding, and the 2018 PUC Complaint Proceeding

9. This proceeding is not the first proceeding before this Commission involving most of the Petitioners and Laurel with respect to service along the Laurel Pipeline.

10. On November 14, 2016, Laurel filed an Application with the PUC seeking approval to change the direction of petroleum products transportation service on the Laurel Pipeline between Pittsburgh and Altoona, Pennsylvania, which is the location of the Eldorado, Pennsylvania, delivery point. The Application was followed on February 6, 2017, by the filing of an Affiliated Interest Agreement, also known as a "Capacity Agreement," between Laurel and

Buckeye.⁸ The combined effect of these two filings was to request that the PUC approve the reversal of flow on the Laurel Pipeline west of the Eldorado, Pennsylvania, delivery point, so that shipments of petroleum products that have flowed west from Philadelphia-area refineries and other points east of Eldorado could no longer flow west of Eldorado. The reversal would have effectively walled-off the Pittsburgh, Pennsylvania, petroleum products market from those entities shipping from eastern Pennsylvania, in favor of refineries in the Midwest that would secure exclusive access to Pittsburgh and allow Midwest petroleum products to flow into Pennsylvania from Ohio and reach as far east as Eldorado, Pennsylvania.⁹

11. In the lengthy proceeding before the PUC, Sheetz, LHT, Giant Eagle, Guttman Energy, Inc., Philadelphia Energy Solutions Refining and Marketing LLC, and Monroe Energy, LLC (“2016 Shippers”) argued that the reversal of the portion of the Laurel Pipeline west of Eldorado, Pennsylvania, was effectively an abandonment of service to shippers who historically and presently move product from eastern Pennsylvania destination points west of Eldorado, Pennsylvania. Under Pennsylvania law, an abandonment of intrastate pipeline service must be approved by the PUC.

12. On March 21, 2018, PUC ALJ Eranda Vero recommended denial of Laurel's Application and rejected the requested approval of the Capacity Agreement as moot. The Recommended Decision found, among other things, that the proposed reversal of the direction of flow of the Laurel Pipeline west of Eldorado, Pennsylvania, was an abandonment of service, and that Laurel failed to carry its burden of proof on any of the factors of the test developed

⁸ *Affiliated Interest Agreement between Laurel Pipeline Company, L.P. and Buckeye Pipeline Company, L.P.*, Docket No. G2017-2587567 (Application filed Feb. 6, 2017).

⁹ Laurel also sought approval from the PUC of a revised Capacity Agreement that would provide more favorable rental terms for the capacity on the Laurel Pipeline that Laurel's affiliate, Buckeye, leases from Laurel and through which it presently provides interstate transportation service.

previously for assessing service abandonment by Pennsylvania jurisdictional public utilities.⁶ The ALJ found that Laurel's proposal would cause harm to Philadelphia, Pennsylvania, refineries, the consuming public in Pittsburgh, Pennsylvania, and the shippers, marketers, refiners, and other stakeholders currently using the Laurel Pipeline to ship products west of Eldorado, Pennsylvania, if the Laurel Pipeline direction of flow were to be reversed as proposed.

13. Following the Recommended Decision, the Commission entered its July 12 Order largely affirming the Recommended Decision's rejection of Laurel's Application for failing to meet the requirements to abandon east to west service on the segment of its pipeline between Eldorado and Pittsburgh.

14. Dissatisfied with the Recommended Decision in the proceeding before the PUC where it sought full reversal of the segment of the Laurel Pipeline between Eldorado and Pittsburgh; on April 30, 2018, Buckeye filed a Petition for Declaratory Order with the FERC at Docket No. OR18-22-000 ("2018 PDO"). In it, Buckeye sought FERC approval of certain characteristics of proposed contract rate service on the Buckeye and Laurel pipelines and proposed a new joint service that would ship petroleum products from origin points in Michigan, Ohio, and Pennsylvania to destination points in Ohio and Pennsylvania. The newly proposed petroleum products service involved an expansion of Buckeye's interstate service from Midwestern origin points to central Pennsylvania and the conversion of the Laurel Pipeline into a bi-directional pipeline, which would continue to offer east-to-west intrastate service while simultaneously offering new west to east interstate service as part of the proposed Buckeye-Laurel joint tariff movements.

15. On July 12, 2018, the same 2016 Shippers filed a Complaint before the PUC at Docket No. C-2018-3003365, followed by an amended Complaint ("2018 Complaint") on

August 8, 2018, addressing Laurel's decision to operate the Eldorado to Pittsburgh segment of the Laurel Pipeline bidirectionally without PUC review or approval, evidenced by the 2018 PDO filed at FERC without any prior filing or approval from this Commission. The 2016 Shippers argued the 2018 PDO was, in effect, a partial abandonment of east to west pipeline transportation, as Laurel never provided firm assurances that historic east to west interstate pipeline service would not be diminished under the proposed bi-directional service, and an attempt to deprive this Commission of its lawful jurisdiction. The 2016 Shippers sought a PUC order finding that Laurel's bi-directional service proposal violated Laurel's CPC and relevant laws, and that Laurel must, therefore, make the appropriate filings with and obtain the approval of this Commission before implementation of bi-directional transportation pipeline service.

16. On July 31, 2019, Laurel Pipeline, the 2016 Shippers, along with the Commission's Bureau of Investigation and Enforcement, submitted a Petition for Approval of Settlement with the PUC and the FERC. The Settlement authorized Laurel to permit Buckeye to expand interstate service from west to east as far as Eldorado and required that at least 120,000 bpd of east-to-west capacity be preserved through 2026 in what is known as the east-to-west Capacity Guarantee. The Settlement also prevents Laurel/Buckeye from seeking to reverse the flow on the entire length of the Laurel Pipeline to west to east through the end of 2026. Finally, the Settlement contains a bi-directional moratorium that prohibits Laurel/Buckeye from seeking to implement bi-directional service on the Laurel pipeline east of Eldorado prior to December 31, 2024. Importantly, all of the Parties expressly agreed that the Settlement shall not be construed as any of them consenting to Laurel or Buckeye taking any action that was subject to a moratorium and reserved their rights to challenge any such action based upon applicable law.

17. By Order entered August 29, 2019, the PUC approved the Settlement, and by Letter Order issued September 26, 2019, the FERC also approved the Settlement.

C. The 2024 FERC PDO Proceeding and the 2025 PUC Complaint Proceeding

18. Contemporaneously expiration of the bi-directional moratorium from the 2019 Settlement, Buckeye filed the 2024 PDO at FERC on December 20, 2024. In it, Buckeye and Laurel now seek a FERC order finding that Buckeye's planned implementation of the Phase 3 of its Michigan/Ohio Pipeline Expansion Project is consistent with Commission practice as to the interstate rates and terms of service for shippers utilizing the Phase 3 capacity and with the 2019 settlement approved by the Commission. Buckeye additionally requests the Commission affirm that Buckeye may bring the Phase 3 capacity into interstate transportation service and the related FERC tariff into effect. Buckeye filed the 2024 PDO at FERC without any prior filing or approval of this Commission regarding continued provision of intrastate service in an extended bi-directional context.

19. The Petitioners, along with PBF Energy, Inc. and Monroe Energy, LLC ("2025 Complainants") filed a timely Complaint at this Commission on January 21, 2025. The Complaint seeks findings and an order from this Commission that Laurel's proposed expansion of bi-directional service from Duncansville to Sinking Springs violates (i) Laurel's existing Certificate of Public Convenience and Code Section 1501; which requires jurisdictional public utilities like Laurel to provide service that is "reasonably continuous and without unreasonable interruptions or delay", 66 Pa. C.S. § 1501; (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, 66 Pa. C.S. §§ 1302-03; and (iii) Code Chapter 11 because Laurel must make the appropriate filings with and obtain the approval of this Commission to implement bi-directional

transportation on the pipeline segment between Duncansville and Sinking Springs because 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, 66 Pa. C.S. § 1101 *et seq.*

D. Laurel/Buckeye's Scheduling and Outages

20. On July 11, 2025, Laurel and/or Buckeye posted on their automated pipeline scheduling system known as "T-4," the following notice ("July 11 T-4"), which is additionally attached hereto as Exhibit A:

L724-Laurel Pipe Line Company, L.P. ("LPL") – August 2025
Maintenance Downtime

LPL's 724 segment from Mechanicsburg Station (MP) to Duncansville (DT) will be taken out of service for eleven (11) days for planned maintenance. The current scheduled maintenance window is August 12, 2025, through August 22, 2025.

During the maintenance window, deliveries to Eldorado (DG) will be unavailable from the East or the West. Additionally, deliveries west of Mechanicsburg East (MG) from the East will be unavailable. Midwest origin barrels will still be available to deliver to Coraopolis (CP), Neville Island (NA), Indianola (ND) Delmont (DM) & Greensburg (GR).

LPL cautions that the service outage period represents LPL's current best estimates.

LPL will collaborate closely with shippers to minimize the impact of the downtime and will provide updates via T4 if the anticipated duration materially shifts throughout this service outage.

Please direct questions to:

Kelly Yackenchick, Scheduling Specialist 484-387-8838

Matt Price, Scheduler 610-413-3406

Eric Moyer, Scheduling Supervisor 484-357-3789

Mark Johnson, Program Manager, Scheduling and Assurance -
610-904-4142

21. Upon becoming aware of the July 11 T-4, the Petitioners contacted Laurel/Buckeye, objected to the timing and duration of the outage that was announced to begin on August 12, 2025 (“August Outage”), and advised that such outage would materially and adversely affect the Petitioners' businesses and operations.

22. The August Outage would affect four cycles on the Laurel Pipeline, impacting Petitioners' ability to serve customers, supply markets, and procure product for a period well beyond the outage window itself.

23. Petitioners shared concerns with Buckeye via email correspondence in the days following the outage announcement, including advising Laurel that the abrupt timing of the announcement - giving Petitioners less than three (3) business days to adjust nominations - severely disrupts customers' procurement portfolios and invariably increases costs for transportation fuels in the Commonwealth. Petitioners also expressed to Laurel that the time between the July outage and the August Outage is not sufficient to properly normalize inventories and prepare to move physical product accordingly to prepare for another outage. In response, Laurel stated the outage is necessary for maintenance and continued safe operation of the pipeline. However, Laurel had not furnished a detailed explanation of the work or clearly stated that the maintenance activities are not related to the proposed expansion of bi-directional service.

24. On July 17, 2025, Laurel informed all shippers via an additional T-4 Notice, attached hereto as Exhibit B, that it would delay the August Outage by five (5) days to allow shippers to make necessary arrangements and mitigate potential impacts.

25. On July 23, 2025, Laurel issued yet another T-4 Notice, attached hereto as Exhibit C to shippers that the August Outage, which was originally scheduled for August 12-22 and then postponed to August 17-27, would be further postponed to September 2-12, 2025.

26. Laurel/Buckeye's scheduling and rescheduling of pipeline outages mirrors closely its outage scheduling patterns in Buckeye's 2018 efforts to implement bi-directional service. Laurel/Buckeye schedules outages, this go-around with vague references to pipeline maintenance, similar to those scheduled in anticipation of bi-directional service in 2018. Neither Laurel nor Buckeye received *any* regulatory approvals for bi-directional service when they attempted to schedule similar outages in 2018, nor have they received any such approvals now.

27. Laurel's scheduling of lengthy service interruptions will cause irreparable harm to the Petitioners, each of whom directly or indirectly rely on the Laurel Pipeline to adequately supply Pennsylvania markets with petroleum products. These outage notices send market participants into a scramble, seeking unplanned arrangements for alternative supply during the outage period with suppliers that have awareness of the capacity restrictions imposed by Laurel. As a result, these unplanned supply arrangements typically cost market participants more than business-as-usual operations. Even more significantly, the repeated and lengthy outages expose all market participants to risk of supply shortages. Given Buckeye's history with scheduled outages, Petitioners also know these scheduling announcements are subject to change and carry minimal guarantees of certainty in terms of timing and duration. The Commission should not allow Laurel and/or Buckeye to overstep the authority granted to Laurel to operate, and Buckeye for use of, a PUC-regulated pipeline to disrupt supply markets in the Commonwealth.

III. JURISDICTION AND STANDING

28. Laurel is a certificated public utility whose intrastate service is subject to the exclusive jurisdiction of the Commission. The Commission has jurisdiction over the safety,

reasonableness, and adequacy of Laurel's intrastate service.¹⁰ The Petitioners ship products on the Laurel Pipeline, either as the shipper of record or the recipient of the product that is shipped on the pipeline into terminals, and under both interstate and intrastate rates. Therefore, the Petitioners have a direct, immediate, and substantial interest in the continuation of safe, adequate, and reasonable service by Laurel. Buckeye's and Laurel's recent actions threaten the adequacy of Laurel's intrastate service.

IV. LEGAL STANDARDS

29. In the face of known and significant opposition by Petitioners to both a full Laurel Pipeline reversal and the proposed expansion of bi-directional service—and without any regulatory approval—Laurel and its affiliate Buckeye nevertheless embarked on a course of conduct to implement expanded bi-directional service. In so doing, Laurel has violated its statutory obligation under Chapter 15 of the Code,¹¹ as a Pennsylvania jurisdictional public utility, to provide reasonably continuous public utility service for its existing transportation service customers, including the Petitioners. The timing and duration of Laurel's planned outage appears solely driven by the Company's desire to convert an additional portion of the Laurel Pipeline to bi-directional service. By failing to seek PUC approval of the expanded bi-directional proposal, which is a partial abandonment of east to west intrastate petroleum products pipeline transportation service between Duncansville and Sinking Spring on the Laurel Pipeline, Laurel has violated the provisions of Code Chapter 11.¹² Code Chapter 11 requires an existing certificated Pennsylvania public utility like Laurel to obtain a certificate of public convenience from the PUC before abandoning any existing public utility service.

¹⁰ 66 Pa. C.S. § 1501.

¹¹ *Id.*

¹² *See* July 12 Complaint, Docket No. C-2018-3003365.

30. Commission regulations provide for the issuance of interim emergency orders.¹³ An interim emergency order is an interlocutory order that may be issued by a presiding officer and grants or denies injunctive relief.¹⁴ The Petitioners, as two of the 2018 Complainants, have filed a Complaint, as amended, alleging, *inter alia*, that Laurel's bi-directional service, as proposed, will impair existing intrastate service.¹⁵

31. A petition for interim emergency order must be supported by facts that show all of the following elements: (1) the petitioner's right to relief is clear; (2) the need for relief is immediate; (3) the injury would be irreparable if relief is not granted; and (4) the relief requested is not injurious to the public interest.¹⁶ The burden of proof must be carried by a preponderance of the evidence.¹⁷ The Petitioners' evidence must be more convincing, by even the smallest amount, than that presented by the other party.¹⁸ Findings of fact supporting an interim emergency order must be based upon substantial evidence.¹⁹

32. Emergency orders that are sought pursuant to Section 3.6 of the Commission's regulations, unlike Section 3.2, do not require the petitioner to establish the existence of an emergency, i.e., a threat to life or property. In addition, the Commission has recently affirmed that it is not necessary to determine the merits of a controversy to find that a petitioner's right to

¹³ 52 Pa. Code § 3.6.

¹⁴ 52 Pa. Code § 3.1.

¹⁵ *See generally*, Complaint.

¹⁶ *Id.*; *Glade Park East Home Owners Association v. Pennsylvania Pub. Util. Comm'n*, 628 A.2d 468, 473 (Pa. Cmwlth. 1993).

¹⁷ *Samuel J. Lansberry, Inc. v. Pennsylvania Pub. Util. Comm'n*, 578 A.2d 600 (Pa. Cmwlth. 1990), *alloc. den.*, 529 Pa. 654, 602 A.2d 863 (1992).

¹⁸ *SeLing Hosiery, Inc. v. Margulies*, 364 Pa. 45, 70 A.2d 854 (1950).

¹⁹ *Mill v. Pa.PUC*, 447 A.2d 110 (Pa. Cmwlth. 1982); *Edan Transportation Corp. v. Pennsylvania Pub. Util. Comm'n*, 623 A.2d 6 (Pa. Cmwlth. 1993).

interim emergency order relief is clear.²⁰ The basis for determining whether this element of the standard has been met is whether a petitioner has raised substantial legal questions.²¹

V. ARGUMENT: INTERIM EMERGENCY RELIEF IS WARRANTED

A. The Petitioners' Right to Relief is Clear

33. Laurel has pursued its expanded bi-directional service objective on the PUC-regulated Laurel Pipeline since the December 20, 2024 PDO filed at FERC. Laurel’s documented work schedule for 2025 maintenance activity, attached as Confidential Exhibit D,

[BEGIN CONFIDENTIAL] [REDACTED]

[END CONFIDENTIAL] As stated above, the Broadway Phase 3 project includes the proposed expansion of bi-directional service east of Sinking Spring.²² [BEGIN

CONFIDENTIAL] [REDACTED]

[END CONFIDENTIAL]. Despite being a PUC-jurisdictional public utility, Laurel has acted with

²⁰ *Amended Petition of State Senator Andrew E. Dinniman for Interim Emergency Relief, P-2018-3001453; Pennsylvania State Senator Andrew. Dinniman v. Sunoco Pipeline, L.P., C-2018-3001451 (June 15, 2018) at 24, 32.*

²¹ *Id.*

²² *See Answer and New Matter of Laurel Pipe Line Company, L.P. to the Amended Complaint, Appendix B – Buckeye Pipe Line Company, L.P. and Laurel Pipe Line Company, L.P., Docket No. OR18-22-000, Motion for Leave to Answer and Answer to Protest, p. 35.*

disregard to the Code's requirement that Laurel provide intrastate public utility service that is "adequate, efficient, safe, and reasonable."²³

34. Only this Commission, which has certificated Laurel and has jurisdiction over Laurel's existing intrastate service, may factually assess whether Laurel is violating the Code through the scheduling and rescheduling of outages on the pipeline in furtherance of bi-directional service objectives that have not received any regulatory approvals and impose substantial adverse impacts on shippers.

35. Laurel's proposed August Outage to perform planned maintenance on the Laurel Pipeline segment from Mechanicsburg Station to Duncansville, now rescheduled for September, will suspend east to west petroleum products transportation services available to and used by the Petitioners for the duration of the outage. In addition, any outages beyond September would also result in the suspension of east to west petroleum products transportation services available to and used by the Petitioners for the duration of the outage. Aside from the impact associated with the actual outage period, the need to make alternative supply arrangements during periods where Laurel allocates the pipeline imposes costs on market participants and exposes Pennsylvania customers and other market participants to supply shortages.

36. To prevent Laurel from continually disrupting the petroleum products supply market and driving up costs for the Petitioners and retail consumers, this Commission should enjoin Laurel from implementing bi-directional expansion-related outages until after Laurel has obtained all necessary regulatory approvals to provide bi-directional service eastward to Sinking

²³ 66 Pa. C.S. § 1501.

Spring.²⁴ Such approvals would include final non-appealable approvals from FERC in the 2024 PDO Proceeding and final non-appealable orders from the Commission resolving the pending Commission Complaint proceeding. Otherwise, the Petitioners could continue facing unnecessary costs and depleted supplies available to serve Pennsylvania customers.

B. The Need for Relief is Immediate

37. Laurel's expanded bi-directional service pursuits have harmed and continue to harm the Petitioners. Immediate relief is needed because the Petitioners have incurred and continue to incur unnecessary costs associated with seeking alternative commercial arrangements when Laurel announces and conducts outages on the Laurel Pipeline with insufficient notice and inadequate spacing. Although certificated as a *public* utility, Laurel continues to act in its own *private* interests by scheduling the outages to advance its own bi-directional expansion aspirations, despite the adverse financial impacts on the Petitioners. As a result of Laurel's actions, the Petitioners are forced to make alternative commercial arrangements in an effort to accommodate both the window of the scheduled outage and the adjacent shipping cycles that are affected by the outage accommodations.

38. In anticipation of the announced August Outage and the unreasonable 2.5 day timeframe to redirect nominated supply to other destinations other than delivery points west of Eldorado, the Petitioners made alternate commercial arrangements to mitigate the impacts of the August Outage. While Laurel's postponing the August Outage by five (5) days and eventually rescheduling it to September 2 provides some additional time to replenish inventories between

²⁴ By tying the injunction to the timing of Laurel's receipt of all necessary regulatory approvals, the Petitioners are in no way relinquishing their rights to oppose Laurel's efforts to obtain such regulatory approvals. The Petitioners maintain their position, expressed in both the PDO Proceeding and the related proceeding before this Commission involving Petitioners' Amended Complaint, that Laurel's present provision of bi-directional service and its proposed expansion of bi-directional service do not pass muster under applicable FERC and PUC standards.

outages, the fact that Laurel offered this concession after Petitioners scrambled to divert and renominate barrels pursuant to the T-4 Notice substantially erodes the benefits from the additional time. Not only are prices impacted by the need to enter into supply transactions where the suppliers have leverage due to limited available destinations, supplies of certain petroleum products may not reach at all certain markets affected by the outage. For example, Laurel recently announced that the July outage that was originally scheduled for 8 days would be extended by 2 days.[BEGIN HIGHLY CONFIDENTIAL] [REDACTED]

[END HIGHLY CONFIDENTIAL]. Moreover, each successive outage announced by Laurel compounds the adverse impacts on markets served by the pipeline.

39. While the Commission cannot cure the damage that has already occurred, an interim emergency order entered by August 13, 2025 is necessary to prevent any further harm from Laurel’s ongoing outages to support Buckeye’s unauthorized expansion of bi-directional service. Absent the issuance of an interim emergency order enjoining Laurel from scheduling further non-emergency outages on the Laurel Pipeline until after issuance of a favorable final and non-appealable FERC Order in the 2024 PDO Proceeding, and after Laurel obtains any and all necessary regulatory approvals from this Commission via final and non-appealable orders, the Petitioners will continue to suffer economic harm from the artificial supply and transportation constraints created by Laurel's unreasonable outage scheduling practices for the Laurel Pipeline.

C. Injury Would be Irreparable if Relief is Not Granted

40. When considering whether an injury is irreparable, the Commission has examined whether the harm can be reversed if the request for emergency relief is not granted. Monetary

losses can constitute irreparable harm²⁵ and uncertainty regarding eventual recovery of economic losses can satisfy the irreparable injury requirement.²⁶ In this case, the harm to the Petitioners cannot be reversed.

41. Allowing Laurel to schedule line outages, in spite of pending proceedings before both FERC and this Commission, will injure the Petitioners and ultimately the retail consumers of petroleum products in Pennsylvania markets. Each time Laurel schedules an outage, the Petitioners have no choice but to undertake operational changes in an effort to accommodate the outage, including by re-routing supply and deliveries and entering into higher-cost transactions to preserve some degree of access to petroleum products. The outages reduce supply options and, in the case of supplies to Eldorado for August, cut off pipeline-based deliveries altogether. Laurel's disregard for the impact of its unreasonable and inefficient scheduling practices violates Code Chapter 15 and constitutes irreparable harm, *per se*.²⁷ Laurel's PUC tariff provides no monetary compensation to the Petitioners for the losses they incur.

D. The Relief Requested is Not Injurious to the Public Interest

42. The public interest will be furthered, and not harmed, by issuance of the requested interim emergency order. The issuance of the interim emergency order will also protect the shippers on the Laurel Pipeline and downstream customers by preventing further unnecessary economic harm and accumulation of costs. Accordingly, the Commission should enjoin Laurel from scheduling any non-emergency bi-directional-related line outage on the Laurel Pipeline

²⁵ *Application of Fink Gas Company for Approval of the Abandonment of Service by Fink Gas Company*, Docket No. A-20152466653 (August 20, 2015), citing *West Penn Power Co. v. Pennsylvania Pub. Util. Comm'n*, 615 A.2d 951 (1992), *alloc. denied* 637 A.2d 291 (Pa. Supreme Ct. 1993), *cert. denied*, 513 U.S. 925 (1994).

²⁶ *Core Communications, Inc. v. Verizon Pa. Inc., Verizon North LLC*, Docket No. P-2011-2253650 (September 12, 2011) at 15.

²⁷ *Pennsylvania Pub. Util. Comm'n v. Israel*, 356 Pa. 400, 52 A.2d 347 (1947).

until after Laurel has procured all necessary regulatory approvals in final and non-appealable orders, including approvals from FERC in the 2024 PDO Proceeding and all required approvals from this Commission.

VI. CONCLUSION

Wherefore, the Petitioners respectfully request: (1) that the presiding officer set, on an expedited schedule, a hearing that will allow for a decision on the merits of the Petition no later than August 13, 2025; (2) that the presiding officer issue an interim emergency order, no later than August 13, 2025, cancelling the outage scheduled to begin on September 2, 2025, and enjoining Laurel from implementing any further outages on the Laurel Pipeline, except for outages that are demonstrably necessary to maintain pipeline integrity to provide current service, until after Laurel has procured all necessary FERC and Commission regulatory approvals as specified herein; and (3) that the Commission grant the Petitioners such other relief as may be just and reasonable under the circumstances.

Respectfully submitted,



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*Counsel to Lucknow-Highspire Terminals LLC and
Sheetz, Inc.*

Dated: July 28, 2025

L724- Laurel Pipe Line Company, L.P. (“LPL”) – August 2025 Maintenance Downtime

LPL’s 724 segment from Mechanicsburg Station (MP) to Duncansville (DT) will be taken out of service for eleven (11) days for planned maintenance. The current scheduled maintenance window is August 12, 2025, through August 22, 2025.

During the maintenance window, deliveries to Eldorado (DG) will be unavailable from the East or the West. Additionally, deliveries west of Mechanicsburg East (MG) from the East will be unavailable. Midwest origin barrels will still be available to deliver to Coraopolis (CP), Neville Island (NA), Indianola (ND) Delmont (DM) & Greensburg (GR).

LPL cautions that the service outage period represents LPL’s current best estimates.

LPL will collaborate closely with shippers to minimize the impact of the downtime and will provide updates via T4 if the anticipated duration materially shifts throughout this service outage.

Please direct questions to:

Kelly Yackenchick, Scheduling Specialist 484-387-8838

Matt Price, Scheduler 610-413-3406

Eric Moyer, Scheduling Supervisor 484-357-3789

Mark Johnson, Sr. Manager Pipeline Customer Service 610-904-4142

L724- Laurel Pipe Line Company, L.P. (“LPL”) – August 2025 Maintenance Downtime - Updated Scheduled Maintenance

As originally communicated via T4 bulletin issued July 11th, 2025 LPL’s 724 segment from Mechanicsburg Station (MP) to Duncansville (DT) will be taken out of service for eleven (11) days for planned maintenance. **The new scheduled maintenance window will be from August 17th, 2025, through August 27th, 2025.**

During the maintenance window, deliveries to Eldorado (DG) will be unavailable from the East or the West. Additionally, deliveries west of Mechanicsburg East (MG) from the East will be unavailable. Midwest origin barrels will still be available to deliver to Coraopolis (CP), Neville Island (NA), Indianola (ND) Delmont (DM) & Greensburg (GR).

LPL cautions that the service outage period represents LPL’s current best estimates.

LPL will collaborate closely with shippers to minimize the impact of the downtime and will provide updates via T4 if the anticipated duration materially shifts throughout this service outage.

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Eric Moyer, Scheduling Supervisor 484-357-3789

Mark Johnson, Sr. Manager Pipeline Customer Service 610-904-4142

L724- Laurel Pipe Line Company, L.P. (“LPL”) – Previous August 2025 Maintenance Downtime - Updated Scheduled Maintenance for September

As originally communicated via T4 bulletin issued July 11th, 2025 LPL’s 724 segment from Mechanicsburg Station (MP) to Duncansville (DT) will be taken out of service for eleven (11) days for planned maintenance. **The new scheduled maintenance window will be from September 2nd, 2025 through September 12th, 2025.**

During the maintenance window, deliveries to Eldorado (DG) will be unavailable from the East or the West. Additionally, deliveries west of Mechanicsburg East (MG) from the East will be unavailable. Midwest origin barrels will still be available to deliver to Coraopolis (CP), Neville Island (NA), Indianola (ND) Delmont (DM) & Greensburg (GR).

LPL cautions that the service outage period represents LPL’s current best estimates.

LPL will collaborate closely with shippers to minimize the impact of the downtime and will provide updates via T4 if the anticipated duration materially shifts throughout this service outage.

Please direct questions to:

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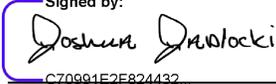
Eric Moyer, Scheduling Supervisor 484-357-3789

Mark Johnson, Sr. Manager Pipeline Customer Service 610-904-4142

VERIFICATION

I, Joshua Jadlocki, Petroleum Products Manager of Sheetz, Inc. hereby state that the facts set forth above in the foregoing Petition for Interim Emergency Relief, are true and correct to the best of my knowledge, information, and belief and that I expect to be able to prove the same at a hearing held in this matter. I understand that the statements herein are made subject to the penalties of 18 Pa.C.S. § 4904 (relating to unsworn falsification to authorities).

Date: July 29, 2025

Signed by:

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Joshua Jadlocki
Petroleum Products Manager

VERIFICATION

I, Shauna Huzicko, Vice President of Trading and Supply of Lucknow-Highspire Terminals LLC, hereby state that the facts set forth above in the foregoing Petition for Interim Emergency Relief, are true and correct to the best of my knowledge, information, and belief and that I expect to be able to prove the same at a hearing held in this matter. I understand that the statements herein are made subject to the penalties of 18 Pa.C.S. § 4904 (relating to unsworn falsification to authorities).

Date: July 29, 2025

Signed by:

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Shauna Huzicko
Vice President of Trading and Supply