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August 1, 2025

VIA ELECTRONIC FILING

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

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; **MONROE ENERGY, LLC ANSWER IN SUPPORT OF PETITION FOR INTERIM EMERGENCY RELIEF OF LUCKNOW-HIGHSPIRE TERMINALS, LLC AND SHEETZ, INC.**

Dear Secretary Homsher:

Enclosed for filing with the Pennsylvania Public Utility Commission is Monroe Energy, LLC's Answer in Support of Petition for Interim Emergency Relief of Lucknow-Highspire Terminals, LLC, and Sheetz, Inc. in the above-captioned proceeding. A copy of this Answer has been served as indicated on the attached Certificate of Service.

Thank you for your attention to this matter. If you have any questions related to this filing, please do not hesitate to contact my office.

Very truly yours,

A handwritten signature in blue ink, appearing to read "Todd S. Stewart", is written over a large, stylized blue scribble that extends across the signature line.

Todd S. Stewart
Counsel for Monroe Energy, LLC

TSS/jld

Enclosure

cc: Administrative Law Judge Eranda Vero (via electronical mail – evero@pa.gov)
Per Certificate of Service

CERTIFICATE OF SERVICE

I hereby certify that I have this day served a true copy of the foregoing document upon the parties, listed below, in accordance with the requirements of 52 Pa. Code § 1.54 (relating to service by a party).

VIA ELECTRONIC MAIL

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Todd S. Stewart

DATED: August 1, 2025

**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.	:	

**MONROE ENERGY, LLC’S
ANSWER IN SUPPORT OF PETITION
FOR INTERIM EMERGENCY RELIEF OF LUCKNOW-HIGHSPIRE
TERMINALS, LLC AND SHEETZ, INC.**

NOW COMES Monroe Energy, LLC, a Complainant in the above-captioned matter and hereby submits its Answer in Support of the Petition for Interim Emergency Relief (“Petition”) submitted by Lucknow-Highspire Terminals, LLC and Sheetz, Inc. (“Petitioners”), in the above captioned matter. Monroe supports the Petition, and the relief requested therein. Monroe has also been negatively impacted by Laurel’s outages and the uncertainty surrounding those outages when dates are changed at the last minute after notice given also at the last minute. Such behavior is unreasonable service in violation of the Public Utility Code’s requirement for reasonable and reasonably continuous service without unreasonable interruption or delay, 66 Pa. C.S. § 1501 and the Pennsylvania Public Utility Commission’s (“Commission” or “PUC”) Regulations. Monroe fully supports the relief requested by the Petitioners.

There is no evidence suggesting that Laurel's claimed "maintenance" efforts are not intended to prepare the Laurel Pipe Line for expanded bi-directional service despite the fact that neither Laurel nor Buckeye has authorization to do so. These outages impose irreparable losses on shippers by leaving them without reasonable alternatives to ship products that often leave customers without products they expect.

I. ANSWER TO PARAGRAPHS 1 TO 32

Monroe admits that the representations set forth in Petitioners request for interim emergency relief in paragraphs 1-32 are correct and offers the following in the form of additional information.

Monroe is a complainant in the underlying complaint matter which addresses the factual precedent to Laurel's perceived need for the ongoing "maintenance" activities. Monroe contends that any activity on the pipeline that disrupts service in furtherance of Laurel's goal of extending bi-directional service to Sinking Spring, without the express approval of the expansion of bi-directional service, is a violation of 66 Pa. C.S. sections 1101 and 1102. Monroe contends that Laurel's argument that it is not required to seek a certificate of public convenience for the extension of bi-directional service is at least part of the rationale Laurel's approach of scheduling outages without regard to requirements for reasonable and continuous service. Monroe supports the notion that while the question of Laurel's need for a CPC is being litigated, it is neither appropriate nor advisable for Laurel to take actions that are in furtherance of the expanded bi-directional service, particularly where those actions disrupt the service which Laurel clearly has a duty to provide.

Monroe also supports Petitioners' conclusions that the series of outages being scheduled now, and the manner in which they are being scheduled, mirror the patterns of Laurel's 2018 bi-directional attempt. Despite requests from shippers, Laurel has yet to refute the notion that the

outages are not a consequence of scheduled maintenance and rather constitute work precedent to an expansion of bi-directional service.

II. INTERIM EMERGENCY RELIEF IS WARRANTED (PARAGRAPHS 33 TO 42)

A. The Right to Relief is Clear

It is clear that Laurel disagrees with the Code's requirement that it obtain a certificate of public convenience in order to partially abandon service, which would undoubtedly be a consequence of its expansion of bi-directional service from Eldorado to Sinking Spring. It also is clear that Laurel has not sought and does not intend to seek a CPC and intends to move ahead with its planned expansion. Even if one sets aside the violations of Sections 1101 and 1102 of the Code, Laurel's efforts to expand bi-directional service have been ongoing. As noted above, the Code requires reasonable service and reasonably continuous service, and yet Laurel has engaged in a series of outages, in rapid succession, with inadequate notice to allow the market to prepare and to recover from these outages.¹ To make matters worse, Laurel has changed the schedules on very short order, once the changes to the earlier notices have been adapted-to as much as possible – almost as though one of Laurel's goals was to cause chaos in the industry, which it is accomplishing. Such conduct is in violation of the Code and cannot be permitted to continue.

Laurel's proposed outage for August, which has already been rescheduled for September, will shut down the Laurel Pipe Line from Mechanicsburg to Duncansville, making it impossible to ship west of Mechanicsburg, and leaving a large swath of central Pennsylvania without the ability to receive products from east or west. Coupled with the uncertain duration of this interruption, it is obvious that harm will occur and that Laurel's actions are not within the bounds

¹ 66 Pa. C.S. § 1501.

of reasonable service. Accordingly, Petitioners have more than adequately demonstrated that the right to relief is clear.

B. The Need for Relief is Immediate

The facts are plain on this element. Laurel has been asked to postpone the activities related to bi-directional service unless and until it has authorization for such service. Laurel has chosen to continue on its path of preparing for an expansion of bi-directional service. Each outage is a significant disruption for the shipper community that uses the Laurel Pipe Line and leaves shippers with no way to move product, and customers with the very real prospect of fuel shortages. Moreover, Laurel has proven to be unable to accurately estimate the duration of such outages, which increases the harm due to uncertainty and the inability to plan for or adapt to the disruption. The next outage is scheduled for September, and this series of outages cannot be allowed to continue. An Emergency Order is needed now to block the next scheduled outage.

C. The Injury will be Irreparable if Relief is Not Granted

Laurel's prior outages caused harm that will not be recoverable for shippers that lost sales for a lack of product to sell, despite the presence of willing buyers. It also is clear that such injuries will happen in each successive long-duration outage. The harm is not limited to the financial losses of customers and shippers, but also to the long-term goodwill of the businesses who rely upon Laurel to deliver product. The harm of diminished trust engendered by such outages is likewise irreparable and impacts the long-term viability of shippers and terminals. It also is clear that these outages in violation of Chapter 15 of the Code, cause irreparable harm, *per se*.² Clearly the harm is undeniable and irreparable.

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

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

Monroe believes that the requested relief will not only benefit LHT and Sheetz, but rather all shippers and all customers whose primary source of refined petroleum products is the Laurel Pipe Line. Monroe has had to deal with the disruption of finding sources of product and satisfying customers and does not relish the notion of having to go through it once more. Clearly a well-functioning, non-interrupting source of refined products for central and western PA will not injure the public or the market in that geographic region or elsewhere; but rather will provide benefits to those communities.

III. CONCLUSION

For all of the reasons set forth herein and in the Petitioner's Petition for Interim Emergency Relief, Monroe requests that the relief requested in said Petition be granted and that Laurel and its affiliates be enjoined from any further intentional outage of the Laurel Pipe Line except to the extent that Laurel can demonstrate that said outage is necessary for the safe operation of the pipeline as currently configured, until after Laurel has obtained all needed approvals to allow extended bi-directional service.

Respectfully submitted,



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DATED: August 1, 2025