
Garrett P. Lent

glent@postschell.com
717-612-6032 Direct
717-731-1985 Direct Fax
File #: 200842

August 4, 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 No. C-2025-3053018
Docket No. P-2025-3056566**

Dear Secretary Homsher:

Attached for filing is the Answer of Laurel Pipe Line Company, L.P. (“Laurel”) to the Petition of Lucknow Highspire Terminals, LLC and Sheetz, Inc., for Interim Emergency Relief for the above-referenced proceeding.

Laurel notes that Highly Confidential, Confidential, and Non-Confidential copies of the Answer are being submitted. The Highly Confidential and Confidential versions are being uploaded separately to the Commission’s ShareFile folder for confidential filings and will only be provided to parties subject to the terms of a Stipulated Protective Agreement or a Protective Order entered in this proceeding.

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

Respectfully submitted,



Garrett P. Lent

GPL/dmc
Attachment

Matthew Homsher, Secretary
August 4, 2025
Page 2

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).

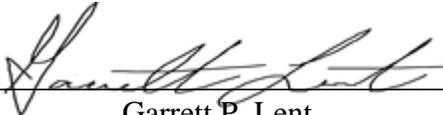
VIA E-MAIL ONLY

Todd S. Stewart
HMS Legal LLP
501 Corporate Circle, Suite 302
Harrisburg, PA 17110
Email: tsstewart@hmslegal.com
Counsel for Monroe Energy, LLC

Robert A. Weishaar, Jr.
Adeolu A. Bakare
Rebecca Kimmel
McNees Wallace & Nurick, LLC
100 Pine Street
Harrisburg, PA 17101
Email: bweishaar@mcneeslaw.com
abakare@mcneeslaw.com
rkimmel@mcneeslaw.com
*Counsel for Lucknow Highspire Terminals,
LLC and Sheetz, Inc.*

Randall S. Rich
Pierce Atwood LLP
1875 K Street, NW, Suite 700
Washington, DC 20006
Email: rrich@pierceatwood.com
*Attorneys for PBF Holding Company LLC
Pro hac vice*

Date: August 4, 2025



Garrett P. Lent

PUBLIC VERSION

**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, : Docket No. P-2025-3056566
 :
v. :
 :
Laurel Pipe Line Company, L.P. :
 :
Respondent. :

**ANSWER OF LAUREL PIPE LINE COMPANY, L.P.,
TO THE PETITION OF LUCKNOW HIGHSPIRE TERMINALS, LLC
AND SHEETZ, INC. FOR INTERIM EMERGENCY RELIEF**

TO ADMINISTRATIVE LAW JUDGE ERANDA VERO:

Laurel Pipe Line Company, L.P. (“Laurel” or the “Company”) hereby files this Answer to the Petition of Lucknow Highspire Terminals, LLC (“LHT”) and Sheetz, Inc. (“Sheetz”) (collectively, “Petitioners”) for an Emergency Order (“Emergency Petition” or “Petition”) pursuant to 52 Pa. Code § 3.6(c).¹ The Petition was served upon Laurel on July 29, 2025.² Petitioners are parties to the Formal Complaint against Laurel at Docket No. C-2025-3053018 (“Formal Complaint”) with the Pennsylvania Public Utility Commission (“Commission”), and request that the presiding offer issue an emergency order granting the following relief: (1) a hearing on an expedited schedule, allowing for a decision on the merits of the Petition no later than August

¹ Herein, Laurel also addresses the unsupported, and untruthful claims levied by Monroe Energy, LLC (“Monroe”) in its Answer in Support of the Petition for Interim Emergency Relief dated August 1, 2025 (“Monroe Answer”). Laurel further emphasizes that the instant Petition is sponsored by **only two** shippers on the Laurel pipeline system. There are 19 intrastate shippers on the Laurel pipeline system.

² Laurel notes that the Petition was served after 4:30 p.m. on July 29, 2025, and appears to also have been filed after 4:30 p.m. on July 29, 2025. Indeed, the received date for the Petition set forth in Docket No. P-2025-3056566, indicates it was received on July 30, 2025.

PUBLIC VERSION

13, 2025; (2) that the presiding officer issue an order canceling the outage scheduled to begin on September 2, 2025, and enjoining Laurel from implementing further outages on the Laurel Pipeline except for those necessary to maintain integrity to current service until it has procured the necessary Federal Energy Regulatory Commission (“FERC”) and Commission approvals, and (3) such other relief as may be just and reasonable. (Petition, p. 21.)

As explained in greater detail below, the Petition fails to meet the standard for interim emergency relief under Section 3.6 of the Commission’s regulations because the Petitioners’ need for relief is neither clear, nor immediate, they fail show that they will suffer irreparable harm absent relief and fail to provide concrete details of the harms it says it will suffer, and granting such relief would harm the public good. Accordingly, the Petition should be denied. *See* 52 Pa. Code § 3.6.

Pursuant to Section 3.6(c) of the Commission’s regulations, “[a]llegations set forth in the petition shall be deemed to have been denied by the opposing parties, and an answer is not required.” 52 Pa. Code § 3.6(c). As such, Laurel’s filing of this Answer should not be deemed an admission of any allegations contained in the Petition. Except where otherwise expressly stated, Laurel denies each paragraph contained in the Petition.

I. SUMMARY

1. Laurel emphasizes that it is unaware of the Commission ever enjoining a safety test of any utility facility of any kind, and with good reason. A public utility has a statutory obligation to provide safe and reliable service, 66 Pa.C.S. § 1501, and has the discretion and authority how best to achieve this statutory obligation. Conducting reasonable and necessary maintenance and testing activities is one way in which a utility can meet this obligation. The Commission should view a request to enjoin lawful maintenance and safety activities with extreme skepticism, especially since the request is based on the unsupported and generalized concerns of only two out

PUBLIC VERSION

of Laurel’s nineteen intrastate shippers, which two shippers have repeatedly made clear they desire to limit Laurel’s ability to efficiently operate its facilities.

2. Nonetheless, through its Petition, Petitioners seek to enjoin scheduled maintenance and work outages on the Laurel Pipeline system. Granting the Petitioners’ Interim Emergency Relief would be unprecedented, and halt the lawful operation, maintenance and safety actions that Laurel intends to conduct on its pipeline for the remainder of the year. Despite claiming that Laurel has scheduled 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” (Petition ¶ 4), Petitioners have, in fact, been repeatedly engaged by Laurel when outages are scheduled. Where Sheetz and LHT have raised concerns regarding outages, Laurel has repeatedly taken action to shift its outage schedules to address those concerns. However, the Petitioners here are not the only shippers who use the system. There is a risk that accommodations of Sheetz and LHT’s concerns risk providing further inconvenience to other shippers on the system. Moreover, Laurel notes that it has repeatedly attempted to engage with the Petitioners (as well as the other parties to the above-captioned formal complaint, Monroe and PBF Holding Company, LLC (“PBF”))³ and extend the current guarantee of westbound capacity on the Laurel pipeline system for a number of years. Since May 15, 2025, Laurel has offered to extend this guarantee for the Complainants, and repeatedly sought to discuss other issues related to the Formal Complaint, such as the scheduling of ongoing maintenance outages. Laurel’s efforts to resolve the matter have been met with silence. Rather than attempt to resolve any of these issues, the Petitioners see fit to file the instant Petition, which represents a meritless effort to interfere with

³ Sheetz, LHT, Monroe and PBF, all parties to the above-captioned Formal Complaint, are collectively referred to as the “Complainants.”

PUBLIC VERSION

the lawful operation of the Laurel pipeline system. The Petition should be rejected for several reasons.

3. First, as indicated, the subject outages are scheduled outages. Laurel has noticed an outage now scheduled for September 2-12, 2025, in order to complete work associated with bidirectional service, remove unnecessary appurtenances, and to address potential integrity concerns. Laurel also intends to notice another outage to commence [BEGIN CONFIDENTIAL] [REDACTED] [END CONFIDENTIAL] to conduct a hydrotest of its line that will validate the integrity of the asset and ensure the ability to withstand maximum operating pressures while in controlled test conditions using water as the pipeline medium. While a hydrotest is a necessary pre-condition for Laurel to implement bidirectional service, the hydrotest will provide substantial safety benefits for Laurel, the shipping community, and the public. Petitioners should not be permitted to enjoin Laurel from performing actions to improve the reliability and safety of its pipeline. The timing of this hydrotest will allow for multiple delivery cycles between the September maintenance activities and the hydrotest. Laurel is spacing these activities several weeks apart, again to allow shippers time to make appropriate arrangements and mitigate potential impacts. Critically, however, this hydrotest cannot be conducted later in the year due to freezing temperatures creating dangerous safety hazards.

4. While citing generalized concerns regarding potential supply disruptions and alleged economic impacts arising from the need to make temporary alternative arrangements, Petitioners seek to conflate these necessary maintenance outages with the initiation of eastbound interstate petroleum products transportation service by Laurel's affiliate, Buckeye Pipe Line Company, L.P.'s ("Buckeye"), over the existing segment of the Laurel pipeline system located between Altoona and Sinking Spring in Pennsylvania (i.e., Line 720 and Line 724) and the

PUBLIC VERSION

maintenance of existing westbound intrastate service over the entirety of the Laurel pipeline system (including Lines 718, 710 and 724)—*i.e.*, the “Bidirectional Service Extension.” In their Complaint, Petitioners incorrectly argue that Laurel is required to seek and obtain a certificate of public convenience associated with the Bidirectional Service Extension. The Petitioners (and the parties to the Formal Complaint) have claimed that such certificate is necessary due to a “partial abandonment” of service resulting from the Bidirectional Service Extension. (*See e.g.*, Formal Complaint ¶ 1; Petition ¶ 11.) While it may seem obvious, it must be noted that (a) maintenance outages and conducting a hydrotest are different than (b) initiating the Bidirectional Service Extension. The Bidirectional Service Extension will not occur as part of conducting the hydrotest, nor will it occur as a part of performing additional maintenance and safety activities before the hydrotest. No Commission approval is required for Laurel to conduct necessary maintenance and safety activities, including the to-be-announced hydrotest. Laurel is not violating its tariff or any Commission rule or order by conducting these maintenance and safety activities. Moreover, the timing and conduct of maintenance and safety activities, as well as the testing of facilities, is within the discretion of the management of a utility, and neither the Petitioners nor the Commission may act as a super board of directors of Laurel. *See Metropolitan Edison Co. v. Pa. PUC*, 437 A.2d 76, 80 (Pa. Cmwlth. 1982) (“The Commission is not empowered to act as a super board of directors for the public utility companies of this state.”).

5. The Petition utterly fails to provide any concrete details or calculations of harm that may result from the operation, maintenance and safety actions that Laurel intends to undertake this year. Despite insinuating that “unnecessary supply disruptions and costs associated with seeking alternative supply arrangements have been incurred,” Petitioners advance zero evidence that the outages have disrupted market supplies or prices in Pennsylvania. Indeed, **only two** shippers on

PUBLIC VERSION

the Laurel pipeline are party to this Petition. If widespread impacts would result—and Petitioners advance zero evidence that they will—it would be reasonable to expect other shippers joining the Petitioners’ request. However, not only do no other shippers join the Petition, the other Complainants (i.e., Monroe and PBF) did not sign onto the Petition.⁴ These facts alone should call into question the Petitioners’ unsupported, and generalized concerns regarding the impacts of scheduled maintenance outages on refined petroleum products supplies, inventories and prices.

6. Second, Laurel has undertaken extensive efforts to accommodate shipper concerns.⁵ For example, Laurel moved the maintenance activities that were originally scheduled to begin on August 12, 2025 to September 2, 2025 to allow time for two additional cycles between the maintenance activities that were concluded on July 19, 2025. The maintenance activities that were originally scheduled to begin August 12, 2025 were moved to September in direct response to concerns raised by the Petitioners regarding the time between outages. This will allow shippers additional time to refill supplies in between maintenance activities. Moreover, the additional time between the scheduled outages will reasonably assure that shippers’ nominations for September and October are able to be met over the remainder of each month where the line is in-service.

7. Finally, Laurel’s capacity from east to west has been severely underutilized by shippers since 2017 and volumes have continued to decline. Nevertheless, under the 2019 Settlement,⁶ Laurel guaranteed east to west shippers at least 120,000 bpd of capacity over Line

⁴ PBF specifically states that “it did not join in or participate in” the Petition, “does not consider itself to be a party to the Petition, does not plan to intervene, provide or sponsor a witness or exhibit, or otherwise participate in the hearing.” (PBF August 1, 2025 Letter, p. 1.)

⁵ Laurel notes that, in order to address these concerns, it specifically shifted scheduled outages to different dates. While Monroe claims otherwise (*see* Monroe Answer, p. 5), any shifts in scheduled outages that have been identified in the above-captioned Petition have resulted from Laurel’s receipt of feedback from shippers and its attempts to reasonably respond to that feedback.

⁶ *Giant Eagle, Inc. et al. v. Laurel Pipe Line Company, L.P.*, Docket No. C-2018-3003365, Joint Petition for Approval of Settlement dated July 31, 2019, *approved without modification* by Order entered Aug. 29, 2019 (the “2019 Settlement”).

PUBLIC VERSION

718 (“L718”), through 2026. Volumes on Line 718 have been well below this level and in fact the downward trend continues. This downward trend is a basic response to market forces and a reflection of the economic realities of commodity prices across the respective markets as well as competition from other sources. Furthermore, the substantial unused capacity demonstrates that if the shippers simply adjusted the timing of their shipments by a few days they could address many if not most of the harm the shippers allege. Specifically, the pipeline has more than sufficient space to allow them to move more volumes before the outage and more volumes after the outage to continue to meet their needs.

8. Despite this under-utilization, and in order to address the Complainants’ concerns, Laurel has offered to guarantee east to west shippers that the available physical capacity of east-to-west transportation on L718, Line 720 (“L720”) and Line 724 (“L724”) will continue to be no less than 1,200,000 barrels per cycle (i.e., 120,000 barrels times ten days) under the new bidirectional service over L718, L720 and L724 through December 31, 2028. Laurel further notes that it has indicated its willingness to provide this capacity, in an effort to resolve the above-captioned Formal Complaint, since May 15, 2025. Yet, the extension of this guarantee has garnered no response from the Petitioners, or the other parties to the Formal Complaint. Laurel is offering this guarantee in order to make clear its efforts to respond to the concerns of its shippers, and in order to dispel the falsities advanced by the Petitioners and Monroe in their “emergency” pleadings. The truth of the matter is the Petitioners cannot accept Laurel’s guaranteed capacity as the obvious solution to their purported abandonment concerns arising from Buckeye’s new bidirectional service. What Petitioners really seek is to delay—for as long as possible and at the ultimate expense of the consumer—competition arising from the introduction of competitively-priced product from shippers in the Midwest. As a result, objectively, there will be no partial

PUBLIC VERSION

abandonment of east to west intrastate service because Laurel is guaranteeing to provide east to west capacity that exceeds the usage at any time during the settlement period.

9. Laurel's pipeline does not exist for the exclusive benefit of the Petitioners, i.e., only two of the shippers on its pipeline. Though perhaps a routine inconvenience for the Petitioners, they should not be permitted to disrupt schedule maintenance that will improve the integrity of the system due to an inconvenience that Petitioners will have time to prepare for, and which Laurel has also taken steps to mitigate despite the decrease in use on the pipeline. This inconvenience is not irreparable harm and as discussed more fully herein, the Petitioners have not met the standard for interim emergency relief. Through the Petition, two shippers are improperly attempting to prevent Laurel from expanding interstate service on its under-utilized pipeline. Their conduct is anti-competitive and an unlawful attempt to limit interstate commerce under the United States Constitution. Laurel respectfully requests that the Commission not indulge Petitioners' anticompetitive and unlawful attempt to disrupt the flow of interstate commerce by granting their Petition.

II. BACKGROUND

10. 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. Under this current configuration, Laurel already provides both intrastate service to shippers and interstate transportation service for an affiliated interstate common carrier (Buckeye) on its pipeline in

PUBLIC VERSION

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. Laurel has also previously provided interstate service pursuant to tariffs approved by the Interstate Commerce Commission and FERC, until approximately 1994.

11. The Laurel pipeline system is currently used by Laurel and Buckeye to provide bidirectional service; such service is currently provided over the segment of its system located between Coraopolis and Eldorado, in Pennsylvania (i.e., Line 718). Laurel’s historical westbound intrastate service and/or the location of its facilities **does not in any way** constrain its authority to transport petroleum products in and across Pennsylvania. No directional limitation is contained in Laurel’s certificate of public convenience. *2018 Final Order*,⁷ pp. 45-46 (“it is not necessary for us to also find a directional limitation in Laurel’s 1957 Certificate, nor does the record before us support such a limitation” (emphasis added)). Furthermore, no directional limitation is contained in Laurel’s Commission-approved Tariff Pa. PUC No. 81⁸ or Tariff Pa. PUC No. 83⁹ (collectively, the “Tariff”).

12. While LHT and Sheetz are each a customer of Laurel, either as a terminal operator and shipper (LHT) or a shipper (Sheetz), it should be noted that neither of these entities relies solely and exclusively upon Laurel to transport refined petroleum products. Moreover, it is inaccurate to suggest, as the Petitioners do, that they exclusively rely upon refined petroleum

⁷ *Application of Laurel Pipe Line Company, L.P.*, Docket Nos. A-2016-2575829 and G-2017-2587567 (Opinion and Order entered July 12, 2018) (“*2018 Final Order*”).

⁸ Laurel Pipe Line Company, L.P. – Tariff Pa. P.U.C. No. 81 (effective January 1, 2012).

⁹ Laurel Pipe Line Company, L.P. – Tariff Pa. P.U.C. No. 83 (effective July 1, 2024).

PUBLIC VERSION

products originating from the Philadelphia area and/or the transportation of those products to Pittsburgh.¹⁰

13. The Petitioners’ continued attempts to conflate this proceeding with the prior proceeding at Docket Nos. A-2016-2575829 and G-2017-2587567 (“2016 Application”) should be rejected. (Petition, pp. 6-8.) In that proceeding, Laurel sought all necessary approvals, to the extent such approvals were required, to permanently reverse the flow of petroleum products over the Eldorado, PA to Pittsburgh, PA segment of its pipeline. The 2016 Application has zero factual bearing upon the instant case, which involves a proposal for the initiation of eastbound interstate petroleum products transportation service by Laurel’s affiliate, Buckeye, over the existing segment of the Laurel pipeline system located between Altoona and Sinking Spring in Pennsylvania (i.e., Line 720 and Line 724) and the maintenance of existing westbound intrastate service over the entirety of the Laurel pipeline system (including Lines 718, 710 and 724)—*i.e.*, the “Bidirectional Service Extension.”

Moreover, while the Commission ultimately determined that Laurel’s proposed reversal in the 2016 Application constituted an abandonment of intrastate service, the Petitioners continue to ignore the conclusions in that proceeding which are relevant to the Bidirectional Service Extension. Specifically, Administrative Law Judge Vero previously explained that the key fact in determining whether the Commission had jurisdiction over Laurel’s previously proposed reversal¹¹ was an “operational sequence” that Laurel would have to follow to complete the reversal. The *2018 Recommended Decision*¹² explained:

¹⁰ [BEGIN HIGHLY CONFIDENTIAL] [REDACTED]

[REDACTED] [END HIGHLY CONFIDENTIAL]

¹¹ See Docket Nos. A-2016-2575829 and G-2017-2587567.

¹² *Application of Laurel Pipe Line Company, L.P.*, Docket Nos. A-2016-2575829 and G-2017-2587567 (Recommended Decision dated March 23, 2018) (“*2018 Recommended Decision*”).

PUBLIC VERSION

It is clear from the parties' respective Briefs that Laurel treats the present proceeding as the application of a pipeline that plans to enter interstate service, while the Indicated Parties view the case as the application of an intrastate pipeline to abandon a portion of its intrastate service to enter interstate service. In simplified terms, the former is a one-step process, whereas the latter is a two-step one. Stated differently, Laurel describes the content of the Application as essentially a change in service (from intrastate to interstate, from westward to eastward) whereas, the Indicated Parties see the application first and foremost as an abandonment of intrastate service for the prospect of offering interstate service. I find that the disposition of the federal preemption issue, as well as of other aspects of the present Application, relies on this distinction.

2018 Recommended Decision, p. 50 (emphasis added). Thereafter, in the *2018 Final Order*,¹³ the Commission accepted the factual distinction drawn by the Administrative Law Judge to find that a permanent reversal of flow constitutes an abandonment of service. Noting that flow in one direction must permanently cease before flow in the other can occur, the Commission explained:

The ALJ initially stated that Laurel describes the Application as a change in service, from intrastate to interstate, from westward to eastward. On the other hand, the Indicated Parties view the Application as an abandonment of intrastate service to offer interstate service. The ALJ also noted that Laurel is currently an intrastate pipeline operating within Pennsylvania and must reverse the flow of product over a portion of its pipeline located between Eldorado and Pittsburgh, Pennsylvania before it can provide interstate service. The ALJ observed that this operational fact can guide the Commission on the disposition of the federal preemption issue and the overall disposition of Laurel's Application.

Given the applicable preemption law, we also find no merit in Laurel's argument that post-reversal, the service provided over the segment of Laurel between Midland and Eldorado, Pennsylvania will be interstate in nature, because this does not change the fact that the service Laurel proposes to abandon is currently intrastate service subject to our regulation and authority under Section 1102(a)(2) of

¹³ *Application of Laurel Pipe Line Company, L.P.*, Docket Nos. A-2016-2575829 and G-2017-2587567 (Opinion and Order entered July 12, 2018) ("*2018 Final Order*").

PUBLIC VERSION

the Code. Accordingly, we shall adopt the ALJ's decision on this issue and deny Laurel's Exceptions.

2018 Final Order, pp. 20, 25 (emphasis added). The Commission then went on to hold that “[w]e have clear authority to require Laurel to obtain a Commission Certificate in this proceeding, because Laurel’s proposed reversal is, in fact, the abandonment of service in one direction and the commencement of new service in the other direction.” *2018 Final Order*, p. 44 (citing *Rocky Mountain Pipeline System LLC*, 126 F.E.R.C. at 62672) (emphasis added). Despite attempting to rely upon these prior decisions, Petitioners refuse to acknowledge that these decisions demonstrate their claims are meritless.

14. The Petitioners then cite back to the prior complaint proceeding before the Docket No. C-2018-3003365 (“2018 Complaint”) the Commission and the prior petition for declaratory order before FERC at Docket No. OR18-22-000 (the “2018 PDO”). Once again, however, the Petitioners bury the lede. The 2018 Complaint and the 2018 PDO were both resolved by a Commission-approved 2019 Settlement, which permitted bidirectional service to commence over Line 718 of the Laurel pipeline system. In addition, the 2019 Settlement provided the Petitioners (as well as Monroe) a guarantee regarding the available physical capacity of the Laurel pipeline system (i.e., the East to West Capacity Guarantee).¹⁴ In addition, the 2019 Settlement contained specific provisions regarding the designation of an individual that could address and respond to concerns about bidirectional service;¹⁵ however, neither the Petitioners (nor Monroe) ever utilized the process set forth in the 2019 Settlement to raise concerns regarding bidirectional service prior to filing the above-captioned Formal Complaint.

¹⁴ See 2019 Settlement, ¶ 2. Specific paragraph references to the 2019 Settlement are made to Appendix E of the Joint Petition for Approval of Settlement at Docket No. C-2018-3003365 dated July 31, 2019.

¹⁵ Settlement ¶¶ 3-4.

PUBLIC VERSION

15. The above-captioned Formal Complaint, and now this Petition, are the latest attempts by these parties to frustrate the lawful operation of the Laurel pipeline system and hold underutilized capacity hostage, lest market forces dictate (as they are) that this capacity be used by competing shippers. Buckeye filed a Petition for Declaratory Order at FERC on December 20, 2024, at FERC Docket No. OR25-6-000, associated with the Bidirectional Service Extension (the “2024 PDO”). Despite making clear in the 2024 PDO that westbound intrastate service would be maintained, Sheetz, LHT, Monroe, and PBF protested the PDO and filed the above-captioned Formal Complaint with the Commission.

16. Within the Formal Complaint, these entities advanced unsupported assertions that the Bidirectional Service Extension, which would leave in place existing westbound intrastate service and not disturb the East to West Capacity Guarantee implemented under the 2019 Settlement, constituted an abandonment of service, a violation of Laurel’s Tariff, and a violation of the Public Utility Code. Laurel denied these claims in its Answer and New Matter. The Complaint remains pending before the Commission; Complainants served their direct testimony on July 15, 2025, and Laurel’s rebuttal testimony is due to be served on August 29, 2025.

17. During the course of the Formal Complaint proceeding, Laurel has repeatedly engaged with the Complainants in order to (a) resolve the Formal Complaint and (b) respond to specific concerns raised by the Complainants related to ongoing maintenance and the associated outages on the Laurel pipeline system. While the Petition endeavors to describe these outages as nefarious (Petition, at pp. 11-13),¹⁶ Petitioners fail to understand that the outages are (a) necessary, (b) reasonable, and (c) will result in improvements to the Laurel pipeline system that will benefit the safety and reliability of the system, independent of the Bidirectional Service Extension.

¹⁶ Monroe does the same in its unsupported Answer. (*See* Monroe Answer, p. 3.)

PUBLIC VERSION

18. The Petition first identifies a July 2025 notice posted to “T-4” that was associated with an outage scheduled to commence on August 12, 2025. (Petition, pp. 11-12 and Exhibit A.) While the notice is accurately represented, as are the statements that Laurel and shippers engaged in communications regarding the outage in email (Petition, p. 12), the Petition fails to note that the August 12, 2025 outage was delayed in response to the concerns raised by the Petitioners. Moreover, the Petition’s accusation of wrongdoing by Laurel in that it “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” is baseless because a detailed explanation is not required under any provision of its Tariff, the Code, the Commission’s regulations, or a Commission order. (Petition, p. 12.) Laurel is permitted to perform maintenance upon its system, when the need for such maintenance arises; Laurel is also under an obligation to conduct such maintenance in order to maintain its system in accordance with the law. Nevertheless, Laurel does (and did) engage with shippers to alleviate concerns with maintenance outages where it can. Thus, on July 17, 2025, it delayed the August 12, 2025 outage by five days to commence instead on August 17.

19. Not satisfied with this adjustment to the timing of Laurel’s scheduled maintenance outage, however, Petitioners advanced further concerns regarding the August 2025 outage. Once again, Laurel responded to these concerns, shifted the timing of necessary maintenance and on July 24, 2025, postponed the outage from August 17, 2025 until September 2, 2025, in order to provide further time for the Petitioners and other shippers time to take appropriate actions.

20. Now, having responded to concerns raised by the Petitioners, having not questioned the validity of those concerns because of its normal practice of engaging and working with its shippers, and having delayed necessary maintenance and incurring costs associated with the time

PUBLIC VERSION

and resources to do so, Laurel must now respond to the instant Petition. While Petitioners claim that the “scheduling and rescheduling of pipeline outages mirrors closely its outage scheduling patterns in Buckeye’s 2018 efforts to implement bi-directional service” (Petition, p. 13), this claim is nothing more than an attempt to distract from the fact that Laurel repeatedly engaged with the Petitioners and took specific actions to balance addressing their claims, despite being under no legal obligation to do so, while balancing its needs to conduct necessary work on its system.

21. As more fully explained below, the instant Petition fails to satisfy any of the requirements for interim emergency relief, while asking the Commission to prevent a pipeline operator from conducting lawful, reasonable and necessary maintenance on its system. Moreover, any suggestion by the Petitioners that these outages can be delayed, fails to reflect (1) the impacts to system safety and reliability that would result, and (2) the substantial costs that would be incurred by Laurel and Buckeye associated with such delay. Moreover, the Petitioners have ample time to adjust to the brief outages, thereby mitigating any claims of monetary harm and/or supply and inventory impacts, however vague and speculative. The Petitioners’ request for injunctive relief is anticompetitive, duplicitous, and dangerous, and should be denied.

III. JURISDICTION

22. Laurel agrees that its intrastate service is subject to the Commission’s jurisdiction, although much of the transportation affected by the outages specifically referenced by the Petitioner’ request for relief is interstate in nature and is subject to FERC jurisdiction and FERC tariffs. However, it must be noted that the Commission does not have jurisdiction over interstate service. 66 Pa.C.S. § 104. The issues in this proceeding relate to the future initiation of interstate service over a segment of Laurel’s pipeline system located between Eldorado and Sinking Spring, Pennsylvania. The interstate service will be provided by Laurel’s non-PaPUC-jurisdictional

PUBLIC VERSION

affiliate, Buckeye, pursuant to rates, terms and conditions of service that are subject to the jurisdiction of the FERC.

23. Even if Laurel were required to seek and obtain a certificate of public convenience associated with the Bidirectional Service Extension—and it is clearly not—the Petitioners (and the parties to the Formal Complaint) have only claimed (incorrectly) that such certificate is necessary due to a “partial abandonment” of service resulting from the Bidirectional Service Extension. (*See e.g.*, Formal Complaint ¶ 1; Petition ¶ 11.) This requirement clearly does not apply to maintenance work performed on the Laurel pipeline system, regardless of the purpose of that work. *See* 66 Pa.C.S. § 1102(a)(2). The only relevant question is whether that work will result in unreasonable service by Laurel under the Code. The Petitioners have not and cannot cite credible evidence in support of that conclusion, and such a conclusion is antithetical to Laurel’s statutory obligation to provide reasonably safe and reliable service. 66 Pa.C.S. § 1501.

24. Moreover, neither the initiation of interstate refined petroleum products transportation service¹⁷ nor the performance of integrity work¹⁸ requires pre-approval by the FERC. The only thing required to initiate new service is a tariff on file with the FERC; such tariff

¹⁷ *See generally* 18 C.F.R. Subpart P (regulation under the Interstate Commerce Act). FERC regulates the rates, terms and conditions of service. *See, e.g., Revisions to Oil Pipeline Regulations Pursuant to the Energy Policy Act of 1992*, Order No. 561, FERC Stats. & Regs. ¶ 30,985 (1993) (“Many constraints commonly associated with utility-type regulation, such as review and approval of construction or acquisition, and abandonment or sale of facilities, were not imposed on oil pipelines. This has been interpreted as reflecting a Congressional intent to allow market forces freer play within the oil pipeline industry than was allowed for other common carrier industries.”) (citing *Farmers Union Central Exchange v. FERC*, 584 F.2d 408, 413 (D. C. Cir., 1978), *cert. denied*, 439 U. S. 995 (1978) (“Farmers Union I”) (“ . . . [We] may infer a congressional intent to allow a freer play of competitive forces among oil pipeline companies than in other common carrier industries and, as such, we should be especially loath uncritically to import public utilities notions into this area without taking note of the degree of regulation and of the nature of the regulated business.”)). FERC does have the authority to reject particular tariffs if they violate its orders, regulations or policies. *See* 18 C.F.R. Section 341.11.

¹⁸ *See e.g., Trunkline Gas Co., LLC*, 145 F.E.R.C. Para. 61,108 at p. 61,577 (2013) (finding that after conversion of a gas pipeline to oil pipeline service, FERC would lack jurisdiction over any safety issues: “[o]il pipeline safety is regulated, monitored, and enforced by the U.S. Department of Transportation”).

PUBLIC VERSION

would be self-implementing, but may be suspended or rejected by FERC prior to its effective date.¹⁹

25. Finally, the Petitioners point to no provision of the Code, no provision of the Commission's regulations, and no Commission order that supports their request to prevent a regulated pipeline utility from performing maintenance and integrity work on its facilities. While the Commission clearly has jurisdiction over the safety and reliability of Laurel's intrastate pipeline facilities (*see, e.g.*, 66 Pa.C.S. § 1501 and 52 Pa. Code §§ 59.131-59.143), the Petitioners are asking the Commission to unlawfully expand its authority and engage in improper micromanagement of a public utility.²⁰

IV. LEGAL STANDARDS

26. Chapter 3 of the Commission's regulations authorize a process under which a party can seek injunctive relief during the pendency of a proceeding by filing a petition for an interim emergency order. *See* 52 Pa. Code § 3.1.

27. "Emergency" is defined as "[a] situation which presents a clear and present danger to life or property or which is uncontested and requires action prior to the next scheduled public meeting." *Id.*; *see also Glade Park E. Home Owners Ass'n v. Pennsylvania Pub. Util. Comm'n*, 628 A.2d 468, 472 (Pa. Cmwlth. 1993).²¹

¹⁹ *See e.g.*, 18 CFR Section 341 (no requirement that FERC shall issue an order accepting oil pipeline tariffs; FERC has the authority to reject or suspend tariffs, but most tariff changes become effective without FERC issuing any authorizing order).

²⁰ The Commission is not a "super board of directors" that acts to second guess a utility. *Metropolitan Edison Co. v. Pa. PUC*, 437 A.2d 76, 80 (Pa. Cmwlth. 1982) ("The Commission is not empowered to act as a super board of directors for the public utility companies of this state.") (citations omitted); *see also Pa. PUC, et al. v The Columbia Water Co.*, Docket Nos. R-2008-2045157, *et al.*, 2009 Pa. PUC LEXIS 1423 (Opinion and Order entered May 28, 2009).

²¹ The Commission has not "always address[ed] or require[d] the presence of a clear or present danger" in considering petitions under Section 3.6. *West Goshen Twp. v. Sunoco Pipeline, L.P.*, C-2017-2589346, 2017 Pa. PUC LEXIS 209, *36 N. 10 (Order entered Oct. 26, 2017).

PUBLIC VERSION

28. Under Section 3.6 of the Commission’s regulations, a party seeking an interim emergency order must demonstrate the need for emergency relief by establishing the following:

- (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.
- (4) The relief requested is not injurious to the public interest.

52 Pa. Code § 3.6(b).

29. Each of these four necessary conditions must be established by a preponderance of the evidence. *Application of Fink Gas Company for Approval of the Abandonment of Service by Fink Gas Company to 22 Customers Located in Armstrong County, Pennsylvania, and the Abandonment by Fink Gas Company of all Natural Gas Services and Natural Gas Distribution Services*, No. A-2015-2466653, 2015 Pa. PUC LEXIS 408, *11 (Order entered Aug. 20, 2015) (“*Fink Order*”).

30. By extension, any finding of fact made by the Commission in entering an interim emergency order must be based upon substantial evidence, meaning that “[m]ore is required than a mere trace of evidence or the suspicion of the existence of a fact sought to be established.” *Petition of TotalEnergies Distributed Generation USA, LLC for Interim Emergency Order*, P-2024-3051440, 2024 PA. PUC LEXIS 340, *6-8 (Order entered Nov. 14, 2024).

31. The Commission consistently applies decisions emanating from Pennsylvania courts that resolve motions for preliminary injunctions to interpret the requirements of Section 3.6. *See, e.g., West Goshen Twp. v. Sunoco Pipeline, L.P.*, C-2017-2589346, 2017 Pa. PUC LEXIS 209, *15 (Order entered Oct. 26, 2017) (applying *T.W. Phillips Gas and Oil Company v. The Peoples Natural Gas Company*, 492 A.2d 776 (Pa. Cmwlth. 1985)).

PUBLIC VERSION

32. As such, the standards governing petitions for interim emergency orders are closely aligned with those governing motions for preliminary injunctive relief, i.e. an “extraordinary and coercive remedy” that defies typical notions of due process afforded to litigants—essentially, allowing for a judgment and immediate execution of that judgment without a trial. *Allied Envtl. Serv. v. Roth*, 222 A.3d 422, 427 n.7 (Pa. Super. 2019); *All-Pak v. Johnston*, 694 A.2d 347, 350 (Pa. Super. 1997).

33. As to the first factor, i.e. whether the petitioner’s right to relief is clear, the petitioner need not prove an “absolute right” to relief on the merits. *T.W. Phillips*, 492 A.2d at 780.

34. Instead, where a petitioner can demonstrate:

the threat of immediate and irreparable harm to the petitioning party is evident, that the injunction does no more than restore the status quo and the greater injury would result by refusing the requested injunction than granting it, an injunction may properly be granted where substantial legal questions must be resolved to determine the rights of the respective parties.

Id. (quoting *Fischer v. Dep’t of Public Welfare*, 439 A.2d 1172, 1174 (Pa. 1982)); see also *West Goshen Twp.*, C-2017-2589346, 2017 Pa. PUC LEXIS 209, *15 n.7.

35. Stated differently, while a petitioner need only demonstrate a substantial legal question on the respective rights and obligations of the parties, the petitioner still must demonstrate all remaining factors.

36. The second and third factors—immediacy and irreparability of an injury—focus on the nature of the harm complained of by the petitioner.

37. To obtain the extraordinary remedy of injunctive relief, a petitioner must demonstrate that the harm they assert is causally connected to the action they seek to restrain. This remedy is not available to a petitioner whose conduct or delay is the cause of their harm.

PUBLIC VERSION

38. The immediacy prong of Section 3.6 requires a petitioner to demonstrate that the harms complained of are imminent and likely to occur. *John Marchetti v. PECO Energy Company*, P-2022-3036827; C-2022-3036826, 2022 PA. PUC LEXIS 431, *20 (Order entered Dec. 22, 2022) (citing *Fink Order*, No. A-2015-2466653, 2015 Pa. PUC LEXIS 408, *21-22 and *Zebra v. School Dist.*, 296 A.2d 748, 752 (Pa. 1972)).

39. In evaluating assertions of irreparable harm, the Commission must examine “whether the harm can be reversed if the request for emergency relief is not granted.” *West Goshen Twp.*, C-2017-2589346, 2017 Pa. PUC LEXIS 209, *48.

40. The asserted harm cannot be speculative or hypothetical. *Summit Towne Ctr. Inc. v. Shoe Show of Rocky Mt., Inc.*, 828 A.2d 995, 1002-03 (Pa. 2003).

41. Additionally, assertions of monetary harm are “rarely sufficient to establish irreparable harm.” *Palmerton Telephone Company v. Global NAPs South, Inc., Global NAPs Pennsylvania, Inc., Global NAPs, Inc. and Other affiliates*, C-2009-2093336, 2009 Pa. PUC LEXIS 1190, *9 (Order entered May 5, 2009).

42. Instead, purported economic loss can only constitute irreparable harm in “extraordinary circumstances” and where a petitioner could not be adequately compensated through monetary damages, such as a threat to a business as a going concern or irreparable loss of a customer base. *See, e.g., id.* at *9-11; *Core Communications, Inc. v. Verizon Pennsylvania Inc., Verizon North LLC*, P-2011-2253650, 2011 Pa. PUC LEXIS 72 (Order entered Sept. 12, 2011).

43. Finally, a petitioner must demonstrate that the injunctive relief requested would not be injurious to the public interest.

V. PETITIONERS FAIL TO MEET THE STANDARD FOR INTERIM EMERGENCY RELIEF

PUBLIC VERSION

1. Petitioners Fail to Prove that the Need for Relief Is Clear

44. Petitioners have not demonstrated a clear right to relief to enjoin Laurel from conducting maintenance and safety activities on its pipeline, which includes conducting a hydrotest.

45. Petitioners argue that the maintenance and safety activities should be enjoined because they are being conducted in preparation for bidirectional service which has not received regulatory approval. Petitioners also argue that Laurel is not providing adequate, efficient, safe and reasonable service as a result of these maintenance and safety related activities. (Petition at ¶¶ 33-36.) Petitioners' arguments should not be accepted for several reasons.

46. First, Laurel is not providing bidirectional service by conducting maintenance and safety activities on its pipeline. While these safety activities are necessary in order to ultimately provide bidirectional interstate service, Laurel does not intend to provide bidirectional service prior to receiving the necessary regulatory approvals that are applicable to such service. The maintenance and safety activities that Laurel will perform under the planned outages provide safety and environmental benefits for Laurel, its customers and the public regardless of when or if Laurel initiates further bidirectional interstate service.

47. Second, Laurel is not violating any Commission rule or Order by conducting these maintenance and safety activities. Indeed, and contrary to the Petitioners' claims, Laurel and Buckeye are actively coordinating with the Commission's Pipeline Safety Division as well as the United States Department of Transportation's ("USDOT") Pipeline and Hazardous Materials Safety Administration ("PHMSA") with respect to its maintenance and safety activities. Petitioners have only made general allegations that the outages will constitute unreasonable service under Section 1501 of the Public Utility Code, 66 Pa.C.S. § 1501. However, the Petitioners have

PUBLIC VERSION

not cited any specific Commission rule or order that prohibits the Company from scheduling outages in order to perform maintenance and safety activities.

48. Third, Laurel is not violating its Tariff by conducting these maintenance and safety activities. In fact, Petitioners have not even alleged that Laurel is violating its Tariff. Petitioners should not be able to enjoin Laurel's maintenance and safety activities where there is not even an allegation of a Tariff violation.

49. Indeed, Laurel's Tariff states that it "reserves the right to establish and alter pumping sequences and schedules to facilitate the efficient use and operation of its facilities." Tariff, Item No. 10(B). As a part of this reservation of rights, Laurel is clearly authorized to schedule outages to conduct maintenance on its facilities, and is clearly authorized to determine the timing and duration of those outages.

50. Providing oil pipeline service is not the same as providing electric or gas service, which is provided 24 hours a day/ 7 days a week. Shippers on oil pipelines do not get to deliver products to the pipeline any day of the month that they want and cannot expect to receive deliveries any day of the month that they want. Pipelines operate on a scheduling calendar, whereas product can be receipted into the pipeline system during certain periods and products will be delivered out of the pipeline during certain periods. Multi-product pipeline systems like Laurel inherently have periods where product is not delivering to some or all delivery locations. The spacing of timing between product deliveries into a terminal is typical of pipeline operations; the result of maintenance outages is that the period between product deliveries is for an extended period. Unplanned outages (such as those due to sudden equipment failures on pipeline or terminal assets) require shippers and pipeline to respond in the moment to changing conditions; planned outages

PUBLIC VERSION

with multiple cycles of advance notice allow shippers and the pipeline to work proactively to minimize disruptions and efficiently alter supply plans.

51. Petitioners argue that “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.” (Petition ¶ 35.) This general allegation is not supported by specific facts and is not sufficient to support an injunction. Petitioners have not even attempted to quantify any alleged harm from the proposed maintenance and safety activities. Indeed, neither the Petition, the Exhibits nor Verified Statement contain any fact describing or quantifying supposed cost impacts on market participants. Similarly, neither the Petition, the Exhibits nor Verified Statement contain any fact describing or quantifying supposed supply shortages.

52. Further, Petitioners make the extreme request that the injunction apply until final, non-appealable approvals from FERC and non-appealable orders from the Commission are entered. (Petition ¶ 36.) The effect of this provision would be that, even if Laurel prevails before the FERC and/or the Commission, the Petitioners would be absolved from satisfying the even more rigorous burden under *Process Gas*²² and obtain an automatic injunction throughout all such appeals. *See, e.g.*, Pa.R.A.P. 1732(a) (generally requiring that an appellant seek and obtain a stay or an order modifying/restoring/granting an injunction during the pendency of an appeal, rather than automatically conferring a stay or injunction as a matter of right). This request demonstrates Petitioner’s extreme actions to delay interstate service on Laurel’s under-utilized pipeline in order to avoid further competition.

²² Under the well-established test set forth in *Pennsylvania Public Utility Commission v. Process Gas Consumers Group*, a stay is warranted only if a petitioner makes a “strong showing” of likelihood of success on the merits and will suffer irreparable injury without a stay; that a stay will not substantially harm the other interested parties; and that the issuance of the stay would not adversely impact the public. 467 A.2d 805, (Pa. 1983).

PUBLIC VERSION

53. Accordingly, Petitioners’ right to relief is not clear, and its Petition should be denied.

2. Petitioners Fail to Prove that the Need for Relief Is Immediate

54. Petitioners claim that their need for relief is immediate because they are incurring “unnecessary costs associated with seeking alternative commercial arrangements when Laurel announces and conducts outages on the Laurel Pipeline with insufficient notice and inadequate spacing.” (Petition ¶ 37.)

55. As an initial matter incurring “unnecessary costs” that are not quantified and needing to seek “alternative commercial arrangements” do not justify the need for immediate injunctive relief. Shippers analyze alternative commercial arrangements on a daily basis to determine the most cost-effective way to ship their products. Laurel is not obligated to plan its pipeline operations to ensure the lowest cost transportation alternative for each shipper each month.

56. In addition, Laurel has taken significant actions to accommodate Petitioners’ concerns regarding notice and spacing of outages. For example, Laurel was originally intending to conduct maintenance and safety activities beginning August 12, 2025, that would have required an outage through August 22, 2025. In response to shippers’ concerns that this scheduled outage was too close to the outage that occurred in July 2025, Laurel agreed to move the scheduled August maintenance activities to September 2, 2025 – September 12, 2025. Laurel also provided 40 days’ notice for this maintenance activity. Laurel has been and will continue to be responsive to shipper concerns, while attempting to balance the needs of all shippers and the Company.

57. For these reasons, Petitioners fail to establish that the need for relief is immediate, and its Petition should be denied.

3. Petitioners Fail to Establish that They Would Suffer Irreparable Harm Without the Relief Requests

58. The Petitioners have failed to establish that they will suffer irreparable harm as a result of the planned outages and scheduled maintenance.

59. Petitioners allege that:

[n]ot 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.

(Petition, ¶ 3.) The harms they allege are primarily economic harms, stating in a conclusory fashion, that these planned outages will “[disrupt] the petroleum supply products market and [drive] up costs for the Petitioners and retail consumers.” (Petition, ¶ 36.) Petitioners, however, have failed in their Answer to quantify or provide any context for the scope of the losses they allege will incur.

60. Speculative economic harms do not constitute irreparable harm. *Peoples Natural Gas Co. v. Pennsylvania Public Utility Com.*, 555 A.2d 288 (Pa. Cmwlth. 1989). The Petitioners argue that economic losses can constitute irreparable harm.²³ The cited *Fink Order*, however, concerns a permanent abandonment of service to gas customers that would force affected customers to make costly, permanent upgrades to their homes following the cessation of gas service. *Fink Order*, p. 16. This abandonment is not, as is the case here, a temporary, planned outage.

²³ Petition, ¶ 40 (citing *Application of Fink Gas Company for Approval of the Abandonment of Service by Fink Gas Company*, Docket No. A-20152466653 (Opinion and Order entered August 20, 2015)) (“*Fink Order*”).

PUBLIC VERSION

61. The Petitioners further argue that “uncertainty regarding eventual recovery of economic losses can satisfy the irreparable injury requirement.”²⁴ The authority on which the Petitioners here rely, however, notes that the Commission will also consider whether the harm alleged can be reversed. *Core Communications*, p. 15. In *Core Communications*, the alleged irreparable harm centered on the risk of a permanent loss of the petitioner’s customer base – a loss from which the Commission determined it may never recover. Here, no such allegation is made. The monetary loss alleged stems from the temporary measures taken in response to a temporary outage. Though this may be inconvenient for the Petitioners, it is not irreparable harm.

62. Utilities are afforded management discretion to conduct their business. This discretion may include changing schedules. The Pennsylvania Superior Court has held that a carrier, “has the initial right to adjust its train operations and time schedules as a matter of managerial discretion, subject to corrective action by the Commission after investigation and hearing.” *Pennsylvania R. Co. v. Pennsylvania Public Utility Com.*, 187 Pa. Super. 590, 602-03, 146 A.2d 352, 358 (Pa. Super. 1958).²⁵ Such changes are permissible, even where they may cause inconvenience. The Commission has found, “[a] rule or a method is not unreasonable merely because it results in some inconvenience to a class entitled to service.” *Pennsylvania Tel. Corp. v. Pennsylvania Public Utility Com.*, 153 Pa. Super. 316, 325, 33 A.2d 765, 770 (Pa. Super. 1943).

63. Here, the Petitioners speculate, in vague terms, that they will suffer some economic detriment from these planned schedule changes. They articulate in general terms the process by which they are able to somewhat mitigate these temporary changes. This is not a case, as in the

²⁴ Petition, ¶ 40 (citing *Core Communications, Inc. v. Verizon Pa. Inc., Verizon North LLC*, Docket No. P-2011-2253650 (September 12, 2011) at 15) (“*Core Communications*”).

²⁵ Although this case was ultimately reversed on other grounds at *Pennsylvania R. Co. v. Pennsylvania Public Utility Com.*, 396 Pa. 34, 38, 152 A.2d 422, 424 (1959), that decision did not challenge the underlying analysis regarding the change in schedule.

PUBLIC VERSION

Fink Order, where residential customers will be forced to upgrade their entire homes following a permanent abandonment of gas service. This is not a case, as in *Core Communications*, where the Petitioners stand to permanently lose a significant portion of their customer base from which they are not expected to recover. As the Commission noted in *Core Communications*, “[g]enerally monetary losses alone will not support a finding of irreparable harm.” *Core Communications*, p. 15. That appears to be reserved for exceptional cases. This is not an exceptional case. The harms that are alleged are not, nor will they become absent Commission action, irreparable.

64. As explained above, a significant part of shippers’ ongoing business is to make operational changes to get their products to their desired location. No pipeline, including Laurel, delivers every product to every location every day. Shippers must plan and change plans to accommodate their supply needs. This includes planning for pipeline outages for various reasons, including maintenance, safety testing and weather.

65. Petitioners also ignore the fact that regarding the outages, they could seek a full remedy in civil court for any alleged violation of the Public Utility Code, for intrastate volumes, or of the Interstate Commerce Act, for interstate shipments. A customer may seek damages in civil court and under the Interstate Commerce Act, any person harmed by a violation of the Act may seek damages.²⁶ There is no basis for the claim that the Petitioners have no recourse except the requested extraordinary relief.

66. Based on the foregoing, Petitioners’ requested relief is not needed to prevent irreparable harm to the Petitioners, so their Petition should be denied.

²⁶ 49 U.S.C.A. App Section 13(1) (1976). FERC may award damages, Interstate Commerce Act Section 16(1), and complainants have two years from the alleged violations in which to file a complaint. Interstate Commerce Act Section 16(3)(b). The governing provisions of the Interstate Commerce Act may be found at the FERC’s website: <https://www.ferc.gov/sites/default/files/2020-06/interstate-commerce-act-ica.pdf>.

PUBLIC VERSION

4. Petitioners Fail to Demonstrate that the Public Interest Would Not Be Harmed if Their Request Were Granted

67. The Petition should be denied because the public interest would be harmed by granting Petitioners' request for interim emergency relief.

68. Again, it is important to remember that the specific actions that the Petitioners seek to enjoin are planned maintenance and safety activities that Laurel has identified as being necessary to perform. Where it is undisputed that a public utility has an obligation to provide reasonably safe and reliable service, and the utility is taking actions to confirm and/or improve the safety and reliability of its facilities, any attempt to enjoin those actions is to the detriment of the public interest. Indeed, if Laurel was enjoined from performing this work, the Commission would essentially be signaling to public utilities that they should not perform maintenance and safety activities unless they can do so with the consent of every customer that might be served by those facilities. This is absurd and would set a dangerous precedent.

69. Moreover, even if it were appropriate to focus on the Bidirectional Service Extension for purposes of this Petition, such focus does not support the Petitioners' claims. By ultimately expanding bidirectional interstate service, Laurel's affiliate Buckeye will increase competitive supply options to central Pennsylvania from the west, while still maintaining supply from the East. This will also allow Laurel to maximize use of its under-utilized pipeline assets and give Pennsylvania consumers access to the lowest price product, whether that is delivered from the East or the West.

70. Finally, if the Petition is granted, Laurel will have to wait until at least 2026 to perform its maintenance and safety activities. The delay also will harm Laurel and Buckeye because it will delay the provision of further interstate service, causing lost competitive options and lost revenues.

PUBLIC VERSION

71. For these reasons, Petitioners requested relief, if granted, would harm the public interest, so the Petition should be denied.

VI. CONCLUSION

WHEREFORE, Laurel respectfully requests that the Pennsylvania Public Utility Commission deny the Petition of Lucknow Highspire Terminals, LLC and Sheetz, Inc. for an Interim Emergency Order.

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: August 4, 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)
Post & Schell, P.C.
17 North Second Street, 12th Floor
Harrisburg, PA 17101-1601
Phone: (717) 731-1970
Fax: (717) 731-1985
E-mail: dmacgregor@postschell.com
E-mail: akanagy@postschell.com
E-mail: glent@postschell.com
E-mail: alice.wade@postschell.com

Counsel for Laurel Pipe Line Company, L.P.

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

Monroe Energy LLC, Lucknow-Highspire	:	
Terminals LLC, Sheetz Inc., and PBF	:	
Holding Company LLC	:	Docket No. P-2025-3056566
Complainants,	:	Docket No. C-2025-3053018
	:	
v.	:	
	:	
Laurel Pipe Line Company, L.P.	:	
	:	
Respondent.	:	

VERIFICATION

I, TJ Zeth, certify that I am the VP, Commercial Operations for Buckeye Partners, L.P., and that in this capacity I am authorized to, and do make this Verification on their behalf, that the facts above set forth in the foregoing are based upon my reasonable investigation thereof and/or were provided to me by other individuals and, as such, are true and correct to the best of my knowledge, information and belief, and Laurel Pipe Line Company, L.P. expects to be able to prove the same at any 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: August 4, 2025



TJ Zeth
VP, Commercial Operations
Buckeye Partners, L.P.