

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

Monroe Energy, LLC,	:	
Lucknow-Highspire Terminals, LLC,	:	P-2025-3056566
Sheetz, Inc. and PBF Holding Company LLC	:	C-2025-3053018
	:	
v.	:	
	:	
Laurel Pipe Line Company, L.P.	:	

INITIAL DECISION
GRANTING LEAVE TO WITHDRAW
THE PETITION FOR INTERIM EMERGENCY RELIEF

Before
Eranda Vero
Administrative Law Judge

INTRODUCTION

This Initial Decision grants Lucknow-Highspire Terminals, LLC’s and Sheetz, Inc.’s Petition for Leave to Withdraw their Petition for Interim Emergency Relief, at Docket No. P-2025-3056566.

HISTORY OF THE PROCEEDING

On July 30, 2025, Lucknow-Highspire Terminals, LLC (“LHT”), and Sheetz, Inc. (“Sheetz”) (collectively, "Petitioners") filed a Petition for Interim Emergency Relief ("Petition"), pursuant to Section 3.6 of the regulations of the Pennsylvania Public Utility Commission ("Commission"), against Laurel Pipe Line Company, L.P. (“Laurel” or “Respondent”). *See* 52 Pa. Code § 3.6.

The July 30, 2025, Petition was made in the course of a Complaint proceeding filed against Laurel on January 21, 2025, at Docket No. C-2025-3053018,¹ in accordance with Section 701 of the Pennsylvania Public Utility Code ("Code"). 66 Pa.C.S. § 701.

In their July 30, 2025 Petition, the Petitioners requested that the presiding officer and the 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 economic harm arising from Laurel's alleged unreasonable service and repeated scheduled and rescheduled service interruptions on the Laurel pipeline. In particular, Petitioners requested that the interim emergency order on the merits of the Petition be entered no later than August 13, 2025.

On July 31, 2025, the Commission issued a Hearing Notice informing the parties that a hearing on the Petition was scheduled for Wednesday, August 6, 2025, and assigned the matter to me.

On August 4, 2025, I issued a Prehearing Order providing various procedural instructions to the parties with regard to the August 6, 2025, hearing.

Also on August 4, 2025, Laurel filed a timely Answer denying the material allegations of the Petition.

In the evening of August 5, 2025, counsel for the Petitioners informed me via email that the parties had reached a settlement in principle and the Petitioners

¹ Monroe Energy, LLC and PBF Holding Company LLC are parties to the Complaint proceeding at Docket No. C-2025-3053018 but are not parties to the Petition for Interim Emergency Relief.

agreed to withdraw their Petition in accordance with 52 Pa. Code § 5.94. The hearing scheduled for August 6, 2025, was cancelled.

On August 8, 2025, the Petitioners and Laurel submitted a written Joint Stipulation and Settlement. Because the Settlement represents a full settlement of all issues raised in the Petition, the Petitioners agreed to withdraw their Petition in accordance with 52 Pa. Code § 5.94. Settlement, ¶ 6.

Although Monroe Energy, LLC and PBF Holding Company LLC are not signatories to the Settlement, they do not oppose the Settlement or the Petitioners' request to withdraw their Petition. Settlement, n.1.

The record in this matter closed upon receipt of the Settlement on August 8, 2025.

FINDINGS OF FACT

1. The Petitioners in this proceeding are Lucknow-Highspire Terminals, LLC and Sheetz, Inc.
2. The Respondent is Laurel Pipe Line Company, L.P.
3. On July 30, 2025, the Petitioners filed a Petition for Interim Emergency Relief requesting that the presiding officer and the 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 economic harm arising from Laurel's alleged unreasonable service and repeated scheduled and rescheduled service interruptions on the Laurel pipeline.

4. The Petitioners requested that the interim emergency order on the merits of the Petition be entered no later than August 13, 2025.

5. The July 30, 2025, Petition was made in the course of a Complaint proceeding filed against Laurel on January 21, 2025, at Docket No. C-2025-3053018.

6. On July 31, 2025, the Commission issued a Hearing Notice informing the parties that a hearing on the Petition for Interim Emergency Relief was scheduled for Wednesday, August 6, 2025.

7. A Prehearing Order was issued on August 4, 2025, reminding the parties of the date and time of the scheduled hearing, and informing them of the procedures applicable to this proceeding.

8. On August 4, 2025, the Respondent filed a timely Answer denying the material allegations of the Petition.

9. In the evening of August 5, 2025, the Petitioners and Laurel reached a settlement in principle of the issues raised in the Petition.

10. The hearing scheduled for August 6, 2025, was cancelled.

11. On August 8, 2025, the Petitioners and Laurel submitted a written Joint Stipulation and Settlement.

12. The Petitioners requested leave to withdraw their Petition in accordance with 52 Pa. Code § 5.94, because the Settlement represents a full settlement of all issues raised in the Petition for Interim Emergency Relief. Settlement, ¶ 6.

13. There are no objections to the Petitioners' request for leave to withdraw the July 30, 2025, Petition.

DISCUSSION

The Commission's Rules of Practice and Procedure at 52 Pa. Code § 5.94 permit parties to withdraw pleadings in a contested proceeding. The provision at 52 Pa. Code § 5.94(a) allows withdrawal of pleadings by filing, with the Commission and service to parties, a petition for leave to withdraw the pleading. The petition is granted only by permission of the presiding officer or the Commission. The presiding officer or Commission must consider the petition, any objections thereto and the public interest in determining whether to permit withdrawal of the pleading. For purposes of this decision, the Petitioners' written request that I approve the withdrawal of their Petition for Interim Emergency Relief and close the proceeding at Docket No. P-2025-3056566 will be treated as a Petition for Leave to Withdraw their July 30, 2025, Petition. 52 Pa. Code § 1.2 (providing that the Commission or presiding officer at any stage of an action or proceeding may waive a requirement of this subpart when necessary or appropriate, if the waiver does not adversely affect a substantive right of a party).

In the Settlement, the parties agreed as follows:

1. The Petitioners and Laurel (Petitioners and Laurel, collectively referred to as the "Parties") agree to be bound by the terms and conditions of the Settlement, as set forth below.

2. Laurel wishes to conduct maintenance activities, remove unnecessary appurtenances, and address potential integrity concerns, which includes completing work associated with expanded bi-directional service on the Laurel Pipeline. Laurel additionally wishes to conduct a hydrostatic test of certain segments of the Laurel Pipeline in an effort to validate the integrity of the Laurel Pipeline for the provision of

expanded bi-directional service to include the segment between Eldorado and Sinking Spring.

3. The Parties agree that to allow for the maintenance work and testing set forth in Paragraph 2 above, Laurel shall take certain segments of the Laurel Pipeline out of service in accordance with the below schedule:

	w/ LHT MT Tmix		<i>SN</i>	<i>HS</i>	<i>MG</i>	<i>MT</i>	<i>DG</i>
		Start Date	Sinking Spring	Highspire	Mechanicsburg East	Mechanicsburg West	Eldorado
1	Maintenance #4	11-Sep				0	11
	Hydrotest	15-Oct	5	8	8	8	12

Specifically, beginning September 11, 2025, certain segments of the Laurel Pipeline will be taken out of service for maintenance work. This outage will impact all delivery points for supply from Eastern origin points to Eldorado and further westwards. Delivery points west of Eldorado shall remain operational for supply from Midwest origin points. The delivery points east of Eldorado will remain operational for supply from Eastern origin points. Absent unforeseen circumstances, it is Laurel’s best and reasonable estimate that this September outage shall not exceed eleven (11) days. Beginning October 15, 2025, certain segments of the Laurel Pipeline will be taken out of service for a hydrostatic test. This outage will impact all delivery points for supply from Eastern origin points to Eldorado and further westwards. Delivery points west of Eldorado shall remain operational for supply from Midwest origin points. The delivery points east of Sinking Spring will remain operational for supply from Eastern origin points. The delivery points from Sinking Spring through Eldorado shall be taken out of service for varying periods consistent with the above table. Absent unforeseen circumstances, it is Laurel’s best and reasonable estimate that this October outage shall not exceed five (5) days at Sinking Spring, eight (8) days at Highspire, eight (8) days at Mechanicsburg East, eight (8) days at Mechanicsburg West, and twelve (12) days at Eldorado. Laurel shall undertake all reasonable efforts to minimize the duration of both the September outage and the October outage at each of the affected delivery points.

4. To facilitate the agreed-upon outage periods, LHT shall cooperate with Laurel with regard to access to tankage at LHT's Mechanicsburg West terminal.

5. Laurel agrees that no planned maintenance outages, other than those set forth in Paragraph 3, shall be conducted on the Laurel Pipeline from the date of this Stipulation through March 31, 2026, except in emergency circumstances that impact the operation or integrity of the Laurel Pipeline. This prohibition on additional planned maintenance outages from the date of this Stipulation through March 31, 2026, does not apply to maintenance determined to be necessary by the hydrostatic test referenced in Paragraph 2.

6. The Petitioners in the above-captioned emergency proceeding agree to withdraw their Petition pursuant to 52 Pa. Code § 5.94, and that this Settlement shall be considered a petition to withdraw the Petition for Interim Emergency Relief and shall be enforceable by the Commission. The Petitioners further agree that they are prohibited from filing any additional Petitions for Emergency Relief or Interim Emergency Relief before the Commission seeking to prevent or delay the line outages set forth in Paragraph 3 of this Settlement but may file any additional Petition for Emergency Relief or Interim Emergency Relief to enforce the terms of this Settlement. Laurel reserves all rights to challenge any potential Petition(s) for Emergency Relief and/or Petition(s) for Interim Emergency Relief, including but not limited to the right to argue that the filing of such Petition(s) is improper.

7. The Parties agree to support this Settlement by making any necessary filings, including statements in support, briefs, or any other filings, that may become necessary to support and/or enforce the terms and conditions of this Settlement.

8. The Parties agree that the terms of this Settlement do not prohibit Laurel and/or Buckeye from conducting, for safety purposes unrelated to the maintenance work and hydrostatic test it intends to perform for the purpose of preparing the Eldorado to Sinking Spring segment of the L720 and L724 line segments, emergency repair or maintenance work at any time to comply with legal obligations related to safe pipeline

operation upon such notice to shippers as may be reasonably provided under the circumstances.

9. The Parties acknowledge that the Settlement reflects a compromise of competing positions and does not necessarily reflect any party's position with respect to any issues raised in this proceeding. The terms and conditions of the Settlement are limited to the facts of this specific case and are the product of compromise for the sole purpose of settling this case. This Settlement shall be presented to the Presiding Administrative Law Judge without prejudice to any position that any of the parties may have advanced, or could have advanced, and without prejudice to the positions any of the Parties may advance on the merits of the issues in future proceedings.

Settlement, ¶¶ 1-9.

Because the Settlement represents a full settlement of all issues raised in the Petition for Interim Emergency Relief, the Petitioners agreed to withdraw their Petition in accordance with 52 Pa. Code § 5.94. Settlement, ¶ 6. There are no objections to the Petitioners' request for leave to withdraw the July 30, 2025, Petition. Under these circumstances, granting the Petitioners' request to withdraw the July 30, 2025, Petition is in the public interest because doing so will eliminate the need for litigation and save the parties and the Commission any additional costs in time and money they would otherwise incur litigating the matter. Accordingly, the Petitioners' request to withdraw the July 30, 2025, Petition is granted.

The Complaint proceeding filed by the Petitioners, Monroe Energy, LLC and PBF Holding Company LLC against Laurel on January 21, 2025, at Docket No. C-2025-3053018, shall proceed to evidentiary hearing(s).

CONCLUSIONS OF LAW

1. The Commission has jurisdiction over the parties to and subject matter of this proceeding. 66 Pa.C.S § 701; 52 Pa. Code § 3.6.
2. The Commission's Rules of Practice and Procedure at 52 Pa. Code § 5.94 permit parties to withdraw pleadings in a contested proceeding by permission of the presiding officer or Commission.
3. In determining whether to permit withdrawal of the pleading, the presiding officer or Commission must consider the petition, any objections thereto and the public interest. 52 Pa. Code § 5.94.
4. Granting the Petitioners' withdrawal request is in the public interest.

ORDER

THEREFORE,

IT IS ORDERED:

1. That the Petition for Leave to Withdraw the Petition for Interim Emergency Relief filed by Lucknow-Highspire Terminals, LLC and Sheetz, Inc. at Docket No. P-2025-3056566 is granted.
2. That the Petition for Interim Emergency Relief filed on July 30, 2025, at Docket No. P-2025-3056566 is withdrawn.

