
Monroe Energy LLC;
Lucknow-Highspire
Terminals, LLC; Sheetz,
Inc.; and PBF Holding
Company, LLC
v.
Laurel Pipe Line
Company, L.P.

In-Person Evidentiary
Hearings

Docket No.: C-2025-3053018

Pages 327 - 579

Judge's Chambers
State Office Building
801 Market Street
4th Floor
Hearing Room #4125
Philadelphia, PA

Thursday, September 11, 2025

Commencing at 10:02 a.m.

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 SET III

1. Provide the delivery points that mark each end of the following line segments:
 - a. L521/522
 - b. L718
 - c. L720
 - d. L724

RESPONSE:

- a. The information requested by this response relates to a Buckeye Pipe Line Company, L.P. ("Buckeye") interstate pipeline that is not a part of the Laurel Pipe Line Company, L.P.'s ("Laurel") intrastate pipeline system in Pennsylvania. Such interstate shipments are outside the scope of this proceeding, are not involved with existing bi-directional service over Line 718, and are not involved with the contemplated extension of bi-directional service over Lines 720 and 724. Therefore, the information sought by this request is not relevant and outside the scope of this proceeding. Nevertheless, Laurel represents the following for L521/522: Mantua, OH and Midland, PA.
- b. L718: Duncansville, PA and Coraopolis, PA
- c. L720: Mechanicsburg, PA and Duncansville, PA

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d. L724: 300,000 barrels per day

SPONSOR:

TJ Zeth, VP of Commercial Operations

Date: September 8, 2025



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3. Provide a list of each refined products pipeline in North America, of which Buckeye is aware, that operates bi-directionally more than five (5) cycles per year.

RESPONSE:

Buckeye and Laurel do not track the bi-directional use of any other pipeline systems.

SPONSOR(S):

TJ Zeth, VP of Commercial Operations

Date: September 8, 2025



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4. Provide, for L718, for calendar year 2017 through YTD 2025, by year and by cycle number:
- a. The number of virtual barrels that were “delivered” in each cycle.
 - b. The origin point of the virtual barrels by location and grade.
 - c. The delivery point of the virtual barrels by location and grade.

RESPONSE:

a.-c. Please see HIGHLY CONFIDENTIAL Attachment Laurel IV-4, which provides the requested information by month, but does not include information related to “swaps” as opposed to “virtual” movements because information related to swaps is not recorded or maintained by Laurel or Buckeye. Laurel and Buckeye do not maintain the information requested by this question in the format or at the level of granularity requested.

SPONSOR(S):

TJ Zeth, VP of Commercial Operations

Date: September 8, 2025



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9. Does Mr. Zeth's role as Vice President, Commercial Operations, include managerial responsibility for all schedulers on the Laurel and Buckeye systems?

RESPONSE:

Mr. Zeth's role as Vice President, Commercial Operations, includes managerial responsibility for the Sr. Manager, Pipeline Customer Services, who has managerial responsibility for all schedulers on the Laurel and Buckeye systems.

SPONSOR(S):

TJ Zeth, VP of Commercial Operations

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10. Has Mr. Zeth ever served as a scheduler on any pipeline system? If yes, please explain such experience in detail.

RESPONSE:

No.

SPONSOR(S):

TJ Zeth, VP of Commercial Operations

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11. Does Mr. Zeth have any present responsibility for purchasing or selling any petroleum products?

RESPONSE:

No.

SPONSOR(S):

TJ Zeth, VP of Commercial Operations

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12. Does Mr. Zeth have any experience purchasing or selling any petroleum products?

RESPONSE:

No.

SPONSOR(S):

TJ Zeth, VP of Commercial Operations

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13. Has Mr. Zeth ever worked for a company that had financial liability for failure to supply petroleum products? If yes, explain such experience and the company's financial liability in detail.

RESPONSE:

Mr. Zeth is not aware of Buckeye or Laurel having such financial liability.

SPONSOR(S):

TJ Zeth, VP of Commercial Operations

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14. Please explain, in detail, Mr. Zeth’s responsibility, if any, for Buckeye’s terminal operations.

RESPONSE:

Mr. Zeth’s role as Vice President, Commercial Operations, includes managerial responsibility for the Sr. Manager, Terminal Customer Services, who has managerial responsibility for terminal schedulers, terminal volume accounting, and terminal customer data support team.

SPONSOR(S):

TJ Zeth, VP of Commercial Operations

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15. Does Mr. Zeth have any formal legal training?

RESPONSE:

No.

SPONSOR(S):

TJ Zeth, VP of Commercial Operations

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16. Is Mr. Zeth an attorney licensed in the Commonwealth of Pennsylvania?

RESPONSE:

No.

SPONSOR(S):

TJ Zeth, VP of Commercial Operations

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19. (6:22-7:2) What is the distance in pipeline miles from Coraopolis to Eldorado? What is the distance in pipeline miles from Eldorado to Sinking Spring?

RESPONSE:

Eldorado to Sinking Spring is 142.776 pipeline miles and Coraopolis to Eldorado is 110.206 pipeline miles (inclusive of an approximate 5 mile lateral between Duncansville and Eldorado in addition to Line 718).

SPONSOR(S):

TJ Zeth, VP of Commercial Operations

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27. (10:6-11) Regarding Mr. Zeth's discussion of the Energy Transfer Pennsylvania Access pipeline:
- a. How many barrels per day does the Energy Transfer Pennsylvania Access pipeline transport into Pennsylvania?
 - b. What are the delivery points on the Pennsylvania Access pipeline in Pennsylvania?

RESPONSE:

- a. Laurel does not possess or control this information.
- b. See Attachment Laurel IV-27.

SPONSOR(S):

TJ Zeth, VP of Commercial Operations

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31. (13:6-9) Provide all evidence relied upon by Mr. Zeth in concluding that transit times increased. What time period does he refer to? How was the market supplied during this time period?

RESPONSE:

Mr. Zeth is relying on conversations with shippers during time periods when east-to-west flows decreased and demand in the Pittsburgh market was being met either through Buckeye's Midwest pipeline or through other sources such as Energy Transfer's Allegheny Access pipeline, barging, or trucking.

SPONSOR(S):

TJ Zeth, VP of Commercial Operations

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32. (13:11-20) Provide data at the batch level to demonstrate where the "nominations to L718 from eastern deliveries were insufficient to displace barrels at the destination."

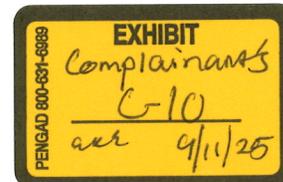
RESPONSE:

The statement quoted in not in Mr. Zeth's testimony. The response mentions "the ability to displace those barrels and make deliveries is decreased, resulting in longer transit times." This is in reference to the displacement linefill and movement of product in a pipeline system. If the linefill of L718 is 164,500 barrels and in a given month the line ships 164,500 barrels, the linefill is displaced one time during the month and the transit time for the barrels within that pipe segment would be one month. If the line ships 329,000 barrels in the month, then the linefill is displaced twice during the month and the transit time for the barrels within that pipe segment would be one half of a month.

SPONSOR(S):

TJ Zeth, VP of Commercial Operations

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38. (16:9-17) Provide all data, or studies in Laurel’s possession that support Mr. Zeth’s claim that “the Laurel pipeline system would most certainly have experienced and even greater decrease in utilization over the past 5 years.”

RESPONSE:

This statement is based on the instantaneous loss of a significant source of supply to the Laurel pipeline and the basic pipeline understanding that, when a large supply source is no longer available, the absence of additional supply sources will most certainly result in a decrease in utilization.

SPONSOR(S):

TJ Zeth, VP of Commercial Operations

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Complainants Exhibit C11



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41. (20:4-12) Is it Mr. Zeth's testimony that increases or decreases in transit times are due solely to the amount of product nominated and scheduled?
- a. If the answer is yes, provide all data or studies that Mr. Zeth relied upon to support said statement.
 - b. If the answer is no, explain what other factors affect transit times.

RESPONSE:

The answer to the initial question is no.

- b. Transit times while product is in the pipeline are impacted by the amount and timing of product nominated to displace it. Transit time for an overall product movement can also be impacted by pipeline shutdowns as well as staging time in tankage prior to delivery.

SPONSOR(S):

TJ Zeth, VP of Commercial Operations

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- 45. (22:15-20) Explain in detail how Laurel establishes flow direction for a particular cycle. a. Once the direction is established, how is that direction communicated to shippers? Are all shippers notified and does the notification differ as between shippers? b. Once direction is established, can it be changed? c. If Yes, under what circumstances and are shippers notified of the change and how? d. For notices of such changes, how long does Laurel allow itself to notify shippers of changes?

RESPONSE:

The Laurel and Buckeye schedulers review the mass of nominations to optimize shipments via swaps and then align the schedule to physically ship the remainder of the volumes. The physical movements that are required to satisfy the remainder of the nominations establish the flow direction(s) within the cycle.

- a. The direction is not communicated to shippers. The schedule that is distributed contains delivery timing of batches that are on the schedule. This information does not include the direction of flow for the pipeline. b. Yes. The scheduler will determine the plan for satisfying nominations based on swaps and physical movements. If nominations change to an extent that requires directional changes of the pipeline, the schedulers will revise the schedules and

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operating orders to establish the revised plan which may include a directional change of the pipeline.

- c. Shippers would not be notified of a directional change in the pipeline flow.
- d. N/A

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49. (24:19-25:2) Is it Mr. Zeth’s testimony that transit times can vary indefinitely and without limitation and that shippers should be prepared for any such variability in transit times?

RESPONSE:

It is Mr. Zeth’s testimony that transit times are inherently variable, in particular because volumes are inherently variable. See for example the wide range of estimates provided in Laurel Exhibit TZ-8. The pipeline cannot dictate transit times with no control over the volumes nominated to be shipped. As a prudent operator, the pipeline schedulers work to provide ratable service on the pipeline given the conditions. This is well-understood by shippers and shippers are regularly prepared for such inherent variability. To insinuate that Mr. Zeth’s testimony is that transit time can vary “indefinitely and without limitation” is a mischaracterization of his testimony.

SPONSOR(S):

TJ Zeth, VP of Commercial Operations

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PUBLIC VERSION – NON-PUBLIC MATERIAL REDACTED

**BEFORE THE
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Docket No. C-2025-3053018

LAUREL PIPE LINE COMPANY, L.P.

Statement No. 2-R

Rebuttal Testimony of Scott Segraves

Topics: Rebuttal Regarding Pipeline Outages

Dated: August 29, 2025

PUBLIC VERSION – NON-PUBLIC MATERIAL REDACTED
Rebuttal Testimony of Scott Segraves

1 **I. INTRODUCTION**

2 **Q. Please state your name and business address.**

3 A. My name is Scott Segraves. My business address is 6161 Hamilton Blvd., Allentown,
4 Pennsylvania 18106.

5

6 **Q. By whom are you employed and in what capacity?**

7 A. I am employed by Buckeye Partners, L.P. (“Buckeye Partners”) as a Project Manager.
8 I am testifying on behalf of Laurel Pipe Line Company, L.P. (“Laurel” or the
9 “Company”).

10

11 **Q. What are your responsibilities as a Project Manager?**

12 A. I am responsible for managing the design and construction of pipeline assets to include
13 engineering, permitting, commissioning, material specifications, contractor
14 management, cost estimating and tracking, participating in audits, and managing right
15 of way (“ROW”) and land acquisitions. In this role, I am familiar with the Laurel and
16 Buckeye Pipe Line Company, L.P. (“Buckeye”) pipeline systems in Pennsylvania. In
17 particular, I am familiar with the segments of the Laurel pipeline system that are relevant
18 to the above-captioned Complaint, i.e., Line 718 (the segment located between
19 Coraopolis and Eldorado, PA), Line 720 and Line 724 (the segments located between
20 Eldorado and Sinking Springs, PA). I also have direct responsibility for the work
21 performed on the Laurel pipeline system associated with the proposal by Buckeye,
22 Laurel’s non-Pennsylvania Public Utility Commission (“PaPUC” or “Commission”)

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Rebuttal Testimony of Scott Segraves

1 jurisdictional affiliate, to initiate interstate service over the existing segment of the Lines
2 720 and 724, i.e., the “Bi-directional Service Extension” or the “Broadway 3 Project.”

3

4 **Q. What is your educational background?**

5 A. I have a Bachelor of Science from The Pennsylvania State University in Mechanical
6 Engineering.

7

8 **Q. Please describe your professional experience.**

9 A. I worked as an engineer for a natural gas utility for almost 7 years after graduating
10 college. I then spent 6 months working for an engineering firm prior to starting at
11 Buckeye as a project manager in March 2016. I have been a project manager at Buckeye
12 my entire 9-year tenure. I am also a licensed professional engineer in the State of
13 Pennsylvania. A copy of my resume is attached hereto as Laurel Exhibit SS-1.

14

15 **Q. Have you reviewed the direct testimony served on July 15, 2025?**

16 A. Yes.

17

18 **Q. What is the purpose of your testimony?**

19 A. My testimony will respond to and rebut allegations regarding line outages raised in the
20 formal Complaint and direct testimony of Monroe Energy, LLC, Lucknow-Highspire
21 Terminals LLC, Sheetz, Inc. (“Sheetz”), and PBF Holding Company LLC (collectively,
22 the “Complainants”). Specifically, I will rebut allegations made in the direct testimony
23 of Joshua D. Jadlocki on behalf of Sheetz regarding the line outages identified in his

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Rebuttal Testimony of Scott Segraves

1 direct testimony (Complainants Exhibit JDJ-1), and provide additional context to the
2 necessity of safety, integrity, and maintenance work on the Laurel pipeline system.

3

4 **Q. Are you sponsoring any exhibits in this proceeding?**

5 A. Yes. I am sponsoring Laurel Exhibit SS-1 (a copy of my resume).

6

7 **II. REBUTTAL TO COMPLAINANT TESTIMONY REGARDING SPECIFIC**
8 **PIPELINE OUTAGES**

9 **Q. Do any of the Complainant witnesses testify regarding pipeline outages on the**
10 **Laurel pipeline system?**

11 A. Yes. Complainant witness Mr. Jadlocki, on behalf of Sheetz, specifically identifies a
12 number of outages on the Laurel pipeline system in 2025. Complainants Exhibit JDJ-
13 1, at 3-6.

14

15 **Q. Please summarize Mr. Jadlocki’s claims regarding outages on the pipeline.**

16 A. Mr. Jadlocki claims that the number of outages on the pipeline is unusual and that they
17 have been increasing since the implementation of bi-directional service. Exhibit JDJ-1,
18 at 3-4. He claims that Laurel attributed these outages to Broadway III expansion.
19 Exhibit JDJ-1, at 5. Mr. Jadlocki flags a number of specific outages in 2025 to support
20 this proposition ,which are described below:

- 21
- 22 • From 01/13/2025 – 01/16/2025, Mr. Jadlocki identifies an outage at Mechanicsburg Station (MP) lasting 4 days.
 - 23 • On 01/23/2025, Mr. Jadlocki identifies “an upset” near Altoona (DG) lasting 1 day.

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Rebuttal Testimony of Scott Segraves

1 • From 03/22/2025 – 04/02/2025, he identifies an outage between Highspire (HS)
2 Junction and Mechanicsburg Station (MP) that he claims lasted 10 days plus 2 extra
3 days.

4 • On 03/28/2025, he claims an unannounced in-line inspection and tool run with an
5 unknown duration resulted in an outage, and also that a Sheetz nomination was
6 declined due to this outage.

7 • From 07/17/2025-07/19/2025, Mr. Jadlocki identifies an outage between Sinking
8 Springs (SN) and Mechanicsburg Station (MP) lasting 8 days.

9 Exhibit JDJ-1, at 3-4. Mr. Jadlocki claims that these outages cause uncertainty for
10 shippers. Exhibit JDJ-1, at 5.

11

12 **Q. Generally, what were the reasons for each of the above outages?**

13 A. Except for the January 23, 2025, and the March 28, 2025, outages noted above, each of
14 these outages was a maintenance outage that involved necessary work on the Laurel
15 pipeline system. Certain of the outages involved no work related to the Bi-directional
16 Service Extension, while others involved both work related to the extension and work
17 unrelated to the extension, and others involved work solely related to the extension. As
18 such, it is not appropriate to lump these outages together as Mr. Jadlocki has done and
19 claim these are all a result of bi-directional operations or the Bi-directional Service
20 Extension. I provide detail with respect to each of these outages below.

21

22 **Q. What were the specific reasons for the January 13-26, 2025 outage referenced by**
23 **Mr. Jadlocki?**

24 A. This outage at the Mechanicsburg Station (MP), allowed Buckeye to replace the
25 Programmable Logic Computer (“PLC”) at Mechanicsburg Station. The PLC allows
26 Buckeye to control and receive data from automated equipment such as motor operated

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Rebuttal Testimony of Scott Segraves

1 valves (“MOVs”) and instrumentation. Like any technological component, PLCs
2 become antiquated over time and must eventually be replaced. Often replacement is
3 needed when a PLC becomes old enough that replacement parts become unavailable
4 and the PLC becomes unreliable. Buckeye replaced this PLC to prevent future
5 unplanned maintenance and unplanned outages.

6

7 **Q. Was the January 13-26, 2025 outage referenced by Mr. Jadlocki related to bi-**
8 **directional operations or the Bi-directional Service Extension?**

9 A. No, it had no relation to either. This was a necessary maintenance outage taken to
10 replace critical facilities related to the operation of the Mechanicsburg Station.

11

12 **Q. What were the specific reasons for the January 23, 2025 outage referenced by Mr.**
13 **Jadlocki?**

14 A. The referenced “upset” near Altoona (DG) had nothing to do with planned maintenance
15 or upgrades to the Laurel pipeline system. Rather, it was related to the control valve at
16 Duncansville Pump Station requiring repair. Duncansville Pump Station is used only
17 in the traditional east-to-west Laurel flow direction and is used to pump product west of
18 Duncansville. The control valve froze unexpectedly during startup to deliver into
19 Neville Island and Coraopolis, and the pump station had to be taken down to repair it.
20 The pipeline was able to flow west into Eldorado (DG), but was unable to flow past DG
21 while the repairs were being made. [BEGIN HIGHLY CONFIDENTIAL] [REDACTED]

[REDACTED]

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[END HIGHLY

CONFIDENTIAL]

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23

Q. Was the January 23, 2025 outage referenced by Mr. Jadlocki related to bi-directional operations or the Bi-directional Service Extension?

A. No, it had no relation to either.

Q. What were the specific reasons for the March 22, 2025 through April 2, 2025 outage referenced by Mr. Jadlocki?

A. This was a planned maintenance and upgrade outage related to work at the West Swatara Valve Site, Highspire Junction, Mechanicsburg Junction, Fallowfield Drive, and the Mechanicsburg West Terminal. Different work was completed in different areas during this outage, as I discuss further below.

Q. Please describe the work completed at the West Swatara valve site that was associated with this outage.

A. From March 30, 2025 – April 2, 2025, Buckeye replaced an existing hand operated gate valve with an MOV. The existing valve was in a vault and inside the floodplain of Swatara Creek. The vault was constantly filled with water, so in order to operate the valve, the vault had to be pumped out and treated as a confined space during entry. The valve was replaced and relocated outside of the floodplain. The new valve was installed above ground and upgraded to an MOV.

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Rebuttal Testimony of Scott Segraves

1 **Q. What was the purpose of the work completed at the West Swatara valve site?**

2 A. This work was purely integrity related and, ultimately, improved the integrity, safety
3 and reliability of the pipeline.

4

5 **Q. Please describe the work completed at Highspire Junction that was associated with**
6 **this outage.**

7 A. From March 29, 2025 – March 31, 2025, Buckeye replaced the buried 24” mainline
8 MOV with a new above-ground MOV and installed a second 24” MOV on the east side
9 of the take-off tee for the Line 725 that delivers product to Highspire Terminal. The
10 PLC was also replaced. All instrumentation connected to buried 24” piping was also
11 brought above ground and replaced.

12

13 **Q. What was the purpose of the work completed at the Highspire Junction?**

14 A. This work was completed to make the pipeline bi-directional, in anticipation of the Bi-
15 directional Service Extension. However, the work also had the added benefit of
16 replacing an antiquated valve, actuator and PLC, all of which improve the integrity,
17 safety, and reliability of the pipeline.

18

19 **Q. Please describe the work completed at Mechanicsburg Junction that was**
20 **associated with this outage.**

21 A. From March 25, 2025 – March 27, 2025, Buckeye replaced the buried 24” and 10”
22 MOV’s with new above-ground MOV’s and installed a second 24” MOV on the east
23 side of the take-off tee for the 723 line that delivers product to Mechanicsburg East

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Rebuttal Testimony of Scott Segraves

1 Terminal. A buried 24” check valve was removed, and the PLC was also replaced. All
2 instrumentation connected to buried 24” piping was also brought above ground and
3 replaced.

4

5 **Q. What was the purpose of the work completed at the Mechanicsburg Junction?**

6 A. This work was completed to make the pipeline bi-directional, in anticipation of the Bi-
7 directional Service Extension. However, the work also had the added benefit of
8 replacing antiquated valves, actuators and the PLC, all of which improve the integrity,
9 safety, and reliability of the pipeline.

10

11 **Q. Please describe the work completed at Fallowfield Drive that was associated with**
12 **this outage.**

13 A. From March 27, 2025 – March 29, 2025, Buckeye completed two separate cutouts on
14 the 24” mainline totaling 90’ in length to remove several pipeline anomalies. This work
15 was purely integrity related.

16

17 **Q. What was the purpose of the work completed at Fallowfield Drive?**

18 A. This work was purely integrity related and, ultimately, improved the integrity, safety
19 and reliability of the pipeline.

20

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Rebuttal Testimony of Scott Segraves

1 **Q. Please describe the work completed at the Mechanicsburg West Terminal that was**
2 **associated with this outage.**

3 A. From March 23, 2025 – March 25, 2025, Buckeye replaced the buried 24” and 10”
4 MOV’s with new above ground MOV’s and installed a second 24” MOV on the east
5 side of the take-off tee that delivers product to Mechanicsburg West Terminal. The
6 PLC, control valve and strainer were also replaced. All instrumentation connected to
7 buried 24” piping was also brought above ground and replaced.

8

9 **Q. What was the purpose of the work completed at Mechanicsburg West Terminal?**

10 A. This work was completed to make the pipeline bi-directional, in anticipation of the Bi-
11 directional Service Extension. However, the work also had the added benefit of
12 replacing antiquated valves, actuators and the PLC, all of which improve the integrity,
13 safety, and reliability of the pipeline.

14

15 **Q. What were the specific reasons for the March 28, 2025 outage referenced by Mr.**
16 **Jadlocki?**

17 A. There was not an ILI tool run on March 28, 2025. However, the 720 ILI run that
18 ultimately ended up occurring from April 24, 2025 to April 25, 2025 was scheduled to
19 occur on March 28, 2025 prior to being rescheduled. ILI tool runs are not considered
20 outages since they are scheduled to occur during normally scheduled product
21 movements. Laurel witness Mr. Zeth (Laurel Statement No. 1-R) further responds to
22 Sheetz’s claim that its nomination was declined during this period. Regardless of the

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1 timing, however, Mr. Jadlocki does not acknowledge that Buckeye is required to run
2 ILIs on our pipelines due to regulatory requirements.

3

4 **Q. Was the March 28, 2025 outage referenced by Mr. Jadlocki related to bi-**
5 **directional operations or the Bi-directional Service Extension?**

6 A. No, it had no relation to either. As noted above, ILIs are required to comply with
7 regulatory requirements.

8

9 **Q. What were the specific reasons for the July 17-19, 2025 outage referenced by Mr.**
10 **Jadlocki?**

11 A. As an initial matter, I note that this is a portion of an outage lasting July 12-23, 2025,
12 for the sake of clarity. This was a planned maintenance and upgrade outage related to
13 work at the Sinking Spring Terminal, Hickory Road Valve Site, Schaefferstown Valve
14 Site, Schaefferstown Insulating Flanges, Schaeffer Road (Route 419) Valve Site, Route
15 241 Valve Site, Elizabethtown Road (Route 743) Valve Site, Old Farm Road Stopple,
16 Lauffer Road Stopple, and the West Bank Susquehanna River. Different work was
17 completed in different areas during this outage, as I discuss further below.

18

19 **Q. Please describe the work completed at the Sinking Spring Terminal that was**
20 **associated with this outage.**

21 A. From July 15, 2025 – July 20, 2025, Buckeye removed a check valve and modified
22 piping and valves to make the station and terminal bidirectional. Additional

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1 instrumentation was added as well. A buried set of insulating flanges were also
2 removed.

3

4 **Q. What was the purpose of the work completed at Sinking Spring Terminal?**

5 A. This work was completed to make the pipeline bi-directional, in anticipation of the Bi-
6 directional Service Extension, with the exception of the removal of the insulating
7 flanges which was purely integrity related.

8

9 **Q. Please describe the work completed at the Hickory Road Valve Site that was**
10 **associated with this outage.**

11 A. From July 16, 2025 – July 18, 2025, Buckeye installed a new mainline MOV as a result
12 of a recent Emergency Flow Restricting Device (“EFRD”) study. Instrumentation, a
13 new PLC, and full site uninterruptible power supply (“UPS”) were also installed.

14

15 **Q. What was the purpose of the work completed at Hickory Road Valve Site?**

16 A. This work was completed as a result of the EFRD study related to the removal of check
17 valves to make the pipeline bi-directional, in anticipation of the Bi-directional Service
18 Extension. However, the addition of the new mainline MOV improves the integrity,
19 safety, and reliability of the pipeline.

20

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1 **Q. Please describe the work completed at the Schaefferstown Valve Site that was**
2 **associated with this outage.**

3 A. On July 15, 2025, Buckeye replaced an existing buried mainline MOV with a new
4 aboveground MOV and removed a buried check valve. All instrumentation and the
5 PLC were replaced, and a full site UPS was installed.

6

7 **Q. What was the purpose of the work completed at Schaefferstown Valve Site?**

8 A. This work associated with the check valve removal was completed to make the pipeline
9 bi-directional, in anticipation of the Bi-directional Service Extension. However, the
10 replacement of the antiquated equipment was completed to improve the integrity, safety,
11 and reliability of the pipeline.

12

13 **Q. Please describe the work completed with respect to the Schaefferstown Insulating**
14 **Flanges that was associated with this outage.**

15 A. On July 17, 2025, Buckeye cut out and removed a buried set of insulating flanges.

16

17 **Q. What was the purpose of the work completed with respect to the Schaefferstown**
18 **Insulating Flanges?**

19 A. This was integrity-related maintenance work to improve the integrity, safety, and
20 reliability of the pipeline.

21

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Rebuttal Testimony of Scott Segraves

1 **Q. Please describe the work completed at the Schaeffer Road (Route 419) Valve Site**
2 **that was associated with this outage.**

3 A. From July 19, 2025 – July 20, 2025, Buckeye installed a new mainline MOV as a result
4 of the recent EFRD study that was previously discussed. Instrumentation, a new PLC,
5 and full site UPS were also installed.

6

7 **Q. What was the purpose of the work completed at the Schaeffer Road (Route 419)**
8 **Valve Site?**

9 A. This work was completed as a result of the EFRD study related to the removal of check
10 valves to make the pipeline bi-directional, in anticipation of the Bi-directional Service
11 Extension. However, the addition of the new mainline MOV improves the integrity,
12 safety, and reliability of the pipeline.

13

14 **Q. Please describe the work completed at the Route 241 Valve Site that was associated**
15 **with this outage.**

16 A. From July 15, 2025 – July 18, 2025, Buckeye replaced an existing buried mainline MOV
17 with a new aboveground MOV and cut out a buried insulating joint. All instrumentation
18 and the PLC were replaced, and a full site UPS was installed.

19

20 **Q. What was the purpose of the work completed at the Route 241 Valve Site?**

21 A. This was integrity-related maintenance work to improve the integrity, safety, and
22 reliability of the pipeline.

23

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Rebuttal Testimony of Scott Segraves

1 **Q. Please describe the work completed at the Elizabethtown Road (Route 743) Valve**
2 **Site that was associated with this outage.**

3 A. On July 18, 2025, Buckeye installed a new mainline MOV as a result of the
4 aforementioned EFRD study. Instrumentation, a new PLC, and full site UPS were also
5 installed.

6

7 **Q. What was the purpose of the work completed at the Elizabethtown Road (Route**
8 **743) Valve Site?**

9 A. This work was completed as a result of the EFRD study related to the removal of check
10 valves to make the pipeline bi-directional, in anticipation of the Bi-directional Service
11 Extension. However, the addition of the new mainline MOV improves the integrity,
12 safety, and reliability of the pipeline.

13

14 **Q. Please describe the work completed with respect to the Old Farm Road Stopple**
15 **and Lauffer Road Stopple that was associated with this outage.**

16 A. On July 19, 2025, Buckeye cut out and removed a buried stopple and tap at Old Farm
17 Road and a buried stopple at Lauffer Road.

18

19 **Q. What was the purpose of the work completed with respect to the Old Farm Road**
20 **Stopple and Lauffer Road Stopple?**

21 A. The work completed for these projects was integrity-related maintenance work to
22 improve the integrity, safety, and reliability of the pipeline.

23

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Rebuttal Testimony of Scott Segraves

1 **Q. Please describe the work completed with respect to West Bank Susquehanna River**
2 **that was associated with this outage.**

3 A. From July 15, 2025 – July 17, 2025, Buckeye completed one 1,598’ pipe replacement
4 and one 17’ pipe replacement to remove one set of buried insulating flanges, multiple
5 prior repairs and multiple anomalies.

6

7 **Q. What was the purpose of the work completed with respect to West Bank**
8 **Susquehanna River?**

9 A. The work completed for these projects was integrity-related maintenance work to
10 improve the integrity, safety, and reliability of the pipeline.

11

12 **Q. Please describe the work completed with respect to Booth Station that was**
13 **associated with this outage.**

14 A. From July 12, 2025 – July 17, 2025, Buckeye completed a PLC replacement at Booth
15 Station.

16

17 **Q. What was the purpose of the work completed with respect to Booth Station?**

18 A. The work completed for this project was maintenance work to improve the safety and
19 reliability of the pipeline.

20

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Rebuttal Testimony of Scott Segraves

1 **Q. To summarize and confirm, which of the outages discussed above were taken to**
2 **perform work related to the Broadway 3 project?**

3 A. The outages from 3/22/2025 – 4/02/2025 and 7/17/2025-7/19/2025 were both taken to
4 complete work related to the Bi-directional Service Extension. However, neither of
5 these outages were exclusively for work related to the Bi-directional Service Extension.
6 Moreover, even where work was performed for the Bi-directional Service Extension,
7 certain of the work completed had the added benefit of replacing outdated equipment,
8 which improves the integrity, safety and reliability of the pipeline.

9

10 **III. CONCLUSION**

11 **Q. Mr. Segraves, do you have any further comments regarding the outages and work**
12 **completed and/or being completed with respect to the Bi-directional Service**
13 **Extension?**

14 A. The priority for Buckeye and Laurel at all times is to ensure the safe and reliable
15 operation of our pipeline facilities. Consistent with this priority, it is sometimes
16 necessary to take the pipeline out of service to either (a) perform necessary maintenance
17 work or (b) make upgrades to the pipeline that are necessary to ensure present and future
18 operations are safe and reliable. In addition, Buckeye and Laurel also attempt to
19 minimize unplanned outages, which can be more disruptive to its operations and its
20 shippers, by undertaking planned maintenance outages and notifying shippers in
21 advance of those outages. Essentially, the vast majority of the outages identified by Mr.
22 Jadlocki were planned outages intend to maintain or improve system, integrity, safety
23 and/or reliability, or make necessary upgrades and changes to equipment and facilities

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Rebuttal Testimony of Scott Segraves

1 to prepare for the Bi-directional Service Extension. Any attempt by the Complainants
2 to assert that such outages constitute unreasonable service or actions by Laurel should,
3 therefore, be rejected.

4

5 **Q. Does this conclude your rebuttal testimony?**

6 A. Yes.

LAUREL EXHIBIT SS-1

SCOTT ARTHUR SEGRAVES, P.E.

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Bethlehem, PA 18018

scottyseg@gmail.com
267-436-2977
www.linkedin.com/in/ScottSegraves

Summary

A mechanical engineer with a professional background in pipeline design, pipeline construction management, station design, and metering in the hazardous liquids and natural gas industry. Well versed in communications with state and local governments, as well as regulatory agencies.

Work Experience:

Buckeye Partners, L.P.

March 2016 – Present, Senior Project Manager/Project Manager

- Managed the design and construction of pipeline assets for DOT relocations, waterway crossing replacements, horizontal directional drills, and pipeline integrity projects.
- Oversaw the design and construction of station and valve sites, both new construction and reconfiguration of existing sites.
- Participated in PHMSA audits and responded to requests from the regulators.
- Planned and completed calculations for pressure tests including small fabrications, components, and pipelines several miles long.
- Worked with consultants on environmental permitting acquisition and compliance for various projects, including NDPEs, General Permits, USACE, and DOT.
- Completed purge and drain-up calculations and plans.
- Specified and acquired mechanical materials for various projects to include yield strength calculations and compatibility verification.
- Conducted the acquisition of rights-of-way including survey, agreements and exhibits.
- Managed project budgets and portfolios up to \$60 million.

AECOM

September 2015 – March 2016, Project Engineer – Pipeline Engineering

- Oversaw the production of construction alignment sheets, maintenance of traffic plans, and HDD plans for transmission pipeline projects.
- Designed and performed quality assurance for valve settings, pig receivers, and tie-ins.
- Directed survey operations to ensure adequate construction planning.
- Provided on-site supervision for pipeline construction activities.

UGI Utilities, Inc. – Bethlehem, Pennsylvania

January 2012 – September 2015, New Business Engineer

- Provided engineering solutions for new business projects while employed in the Marketing/Sales Department.
- Designed and managed the construction of large main extensions and meter installations for industrial customers converting to natural gas from alternate fuels.
- Collaborated with builders and contractors to install natural gas infrastructures for new construction projects – both housing subdivisions and new commercial developments.
- Testified in court on behalf of the company in four separate eminent domain proceedings.
- Supervised construction activities after hours during emergencies several weeks a year.

January 2009 – January 2012, Operations Engineer

- Oversaw improvement projects that increased the safety, reliability, and efficiency of the gas distribution system and often required coordination with local municipalities, DOT, and utility contractors.
- Analyzed computer models of various gas distribution systems throughout the service territory to ensure system pressures were maintained and gas supply demands were fulfilled.
- Designed gas regulator stations – chose components, drafted using AutoCAD, ordered materials, and managed construction.
- Ensured current and future pipelines and regulator stations were operated in compliance with Federal Code 192.

Qualification:

Licensed Professional Engineer – Certified in Pennsylvania 1/20/2015
License Number: PE083141

Education:

Pennsylvania State University, University Park, PA
B.S. Mechanical Engineering, December 2008

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

Docket No. C-2025-3053018

LAUREL PIPE LINE COMPANY, L.P.

Statement No. 1-R

Rebuttal Testimony of Thomas R. Zeth

Topics: Rebuttal Regarding Bi-directional Service Promoting Efficient Use Of The Pipeline, Complainant Concerns Regarding Scheduling and Transit Times, Complaint Concerns Regarding Outages and Reliability, Complainant Concerns Regarding Interstate Incentive Rates, Complainant Concerns Regarding RVP Schedule, Claims Regarding Abandonment of Service, Tariff Revisions, Capacity Use Agreement Issues, and Recommendations for the Commission

Dated: August 29, 2025

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Rebuttal Testimony of Thomas R. Zeth

1 **I. INTRODUCTION**

2 **Q. Please state your name and business address.**

3 A. My name is Thomas Zeth, Jr. My business address is 6161 Hamilton Blvd., Allentown,
4 Pennsylvania 18106.

5

6 **Q. By whom are you employed and in what capacity?**

7 A. I am employed by Buckeye Partners, L.P. (“Buckeye Partners”) as the Vice President,
8 Commercial Operations. I am testifying on behalf of Laurel Pipe Line Company, L.P.
9 (“Laurel” or the “Company”).

10

11 **Q. What are your responsibilities as Senior Director, Commercial Operations?**

12 A. I am responsible for commercial and customer service activities across Buckeye
13 Partners’ portfolio of assets, including the Laurel pipeline system. I also have oversight
14 functions over commercial operations, as well as the pipeline and terminal scheduling
15 groups.

16

17 **Q. What is your educational background?**

18 A. I have a B.S. in Chemical Engineering from Lafayette College in Easton, PA, and an
19 MBA with concentration in Management from Lehigh University in Bethlehem, PA.

20

21 **Q. Please describe your professional experience.**

22 A. I have worked at Buckeye Partners since 2000 in a variety of technical and commercial
23 roles. My experience at Buckeye Partners includes Transportation Engineer,

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Rebuttal Testimony of Thomas R. Zeth

1 Measurement & Quality Control Manager, Terminal Marketing Manager, Pipeline
2 Marketing Director, Commercial Development Sr. Director and my current role of Vice
3 President, Commercial Operations.

4

5 **Q. Have you previously testified before the Pennsylvania Public Utility Commission**
6 **(“PaPUC” or “Commission”)?**

7 A. No, I have not.

8

9 **Q. Have you reviewed the direct testimony served by the other parties to this**
10 **proceeding on July 15, 2025?**

11 A. Yes.

12

13 **Q. What is the purpose of your testimony?**

14 A. My testimony will respond to and rebut allegations raised in the formal Complaint and
15 direct testimony submitted by Monroe Energy, LLC (“Monroe”), Lucknow-Highspire
16 Terminals LLC (“LHT”), Sheetz, Inc. (“Sheetz”), and PBF Holding Company LLC
17 (“PBF”), collectively the “Complainants.” Specifically I will rebut allegations made in:
18 the direct testimony of Kyle Summers on behalf of Monroe, Complainants Exhibit KFS-
19 1; the direct testimony of Joshua D. Jadlocki on behalf of Sheetz, Complainants Exhibit
20 JDJ-1; the direct testimony of Shauna Huzicko on behalf of LHT, Complainants Exhibit
21 SH-1; the direct testimony of Mr. Thomas Miesner, Complainants Exhibit TM-1; and
22 the direct testimony of Dr. John R. Morris on behalf of all Complainants, Complainants
23 Exhibit JRM-1.

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Rebuttal Testimony of Thomas R. Zeth

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Q. How is your rebuttal testimony organized?

A. My rebuttal testimony addresses several critical topics that the Administrative Law Judge (the “ALJ”) and the Commission need to understand as a part of their consideration in this matter. Specifically:

- In Section II, I explain why both existing and proposed bi-directional operations on the Laurel pipeline system are necessary and efficient, contrary to the Complainants claims.
- In Section III, I specifically respond to the Complainants assertions regarding transit times on the Laurel pipeline system, and how the complaints advanced in this case ignore simple realities of pipeline operations and the history of transit times on Laurel.
- In Section IV, I respond to the Complainants claims regarding outages and service reliability, and explain that recent outages have been reasonable and necessary, and have been announced in accordance with standard and accepted practices to provide shippers time to plan around the outages.
- In Section V, I address specific claims raised by the Complainants regarding the offering of incentive rates related to the new interstate service contemplated by the “Broadway 3 Project,” and why offering such incentive rates for a new, interstate service has zero bearing on the existing rates for intrastate service on the Laurel pipeline system.
- In Section VI, I respond to the Complainants’ concerns regarding changes to the “low-Reid Vapor Pressure (“RVP”)” calendar.
- Furthermore, in Sections VII-IX, I address and respond to the Complainants’ fundamental complaint in this case by explaining (1) why the initiation of a new, interstate service over a segment of the Laurel pipeline system while maintain existing, intrastate service over the entire Laurel pipeline system is not an abandonment of service, (2) how none of the Complainants’ witnesses actually identify any abandonment of service, (3) how none of the Complainants’ witnesses identify actual revisions to Laurel’s existing intrastate tariffs that must be made in this proceeding, and (4) how none of the Complainants’ witnesses identify actual revisions to the existing “Capacity Use Agreement” between Laurel and its affiliate, Buckeye Pipe Line Company, L.P. (“Buckeye”) that must be made in this proceeding.

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- 1 • Finally, in Section X, I explain the commitments Laurel is willing to make, in order
2 to remove any doubts as to its intents in this proceeding, and make crystal clear that
3 it is not planning to abandon and will not abandon (in whole or in part) its existing
4 intrastate service as a part of the Broadway 3 Project.

5

6 **Q. Please summarize Laurel’s rebuttal position in this matter.**

7 A. While Laurel believes the issues in this proceeding are simple and straightforward, the
8 Complainants’ direct testimony has injected unnecessary and irrelevant complexity into
9 this case. Most critically, the fundamental issue of whether or not Laurel is abandoning
10 intrastate east-to-west petroleum products transportation service can be resolved by
11 simply answering the following questions: (1) does the proposed bi-directional
12 operation of the Laurel pipeline add a new interstate service; and (2) does the proposed
13 bi-directional operation of the Laurel pipeline maintain existing intrastate service? The
14 answer to both of those questions is yes. It is therefore Laurel’s position the
15 Complainants’ allegations regarding an abandonment of intrastate service have no
16 merit, and the Commission can resolve this issue with ease.

17 The remainder of the Complainants’ allegations essentially deal with claims of
18 unreasonable service: either alleging harms from existing bi-directional service on
19 Laurel’s pipeline system, or alleging speculative and hypothetical harms from proposed
20 bi-directional service. On these issues, the Complainants claims are wide-ranging and,
21 generally, require Laurel to provide necessary information and context to rebut. It is for
22 this reason that Laurel’s rebuttal testimony robustly addresses the largely irrelevant and
23 speculative claims of unreasonable service advanced by the Complainants.

24

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1 **Q. Are you sponsoring any exhibits in this proceeding?**

2 A. Yes. I am sponsoring the following exhibits, which will each be discussed in greater
3 detail in my rebuttal testimony.

- 4 • Laurel Exhibit TZ-1 – Laurel’s Certificate of Public Convenience (“CPC”);
- 5 • Laurel Exhibit TZ-2 – Map of the Laurel pipeline system;
- 6 • Laurel Exhibit TZ-3 – Laurel’s existing, Commission-approved Tariff Pa. PUC
7 No. 81¹ or Tariff Pa. PUC No. 83² (collectively, the “Tariff”);
- 8 • Laurel Exhibit TZ-4 – the existing, Commission-approved Capacity Use
9 Agreement;
- 10 • Laurel Exhibit TZ-5 – Laurel’s response to Complainants’ Discovery Request
11 Set II, No. 10.
- 12 • HIGHLY CONFIDENTIAL Laurel Exhibit TZ-6 – Laurel’s HIGHLY
13 CONFIDENTIAL responses to Complainants’ Set II Discovery Requests;
- 14 • Laurel Exhibit TZ-7 – Laurel’s response to Complainants’ Set II, No. 4
15 Discovery Request; and
- 16 • Laurel Exhibit TZ-8 – Excerpt from Buckeye Shipper Notebook.

17

18 **II. BI-DIRECTIONAL SERVICE PROMOTES THE EFFICIENT USE OF**
19 **LAUREL’S EXISTING FACILITIES**

20 **Q. Please describe Laurel.**

21 A. Laurel is a certificated common carrier pipeline and public utility whose intrastate
22 service is subject to the jurisdiction of the Commission. A copy of Laurel’s CPC,

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

² Laurel Pipe Line Company, L.P. – Tariff Pa. P.U.C. No. 83 (effective July 1, 2024).

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1 originally obtained in 1957, is attached hereto as Laurel Exhibit TZ-1. Laurel is a
2 Delaware Limited Partnership formed for the purpose of transporting petroleum and
3 petroleum products through pipelines. Laurel currently owns and operates pipelines in
4 Pennsylvania and New Jersey that form a single pipeline system extending from Eagle
5 Point, New Jersey to Midland, Pennsylvania. A map of the Laurel pipeline system,
6 inclusive of all origin and delivery points and the identification of specific line
7 segments, is attached hereto as Laurel Exhibit TZ-2.

8
9 **Q. Please describe Laurel’s current operations.**

10 A. Current Pennsylvania operations consist of owning and operating approximately 350
11 miles of 12-inch to 24-inch pipeline and related facilities for the transportation of
12 petroleum products. Under this current configuration, Laurel already provides both
13 intrastate service to shippers and interstate transportation service for an affiliated
14 interstate common carrier (Buckeye) on its pipeline in Pennsylvania; Laurel provides
15 intrastate common carrier service to shippers pursuant to its Commission-approved
16 Tariff (a copy of which is attached hereto as Laurel Exhibit TZ-3), and Laurel provides
17 interstate service pursuant to the existing, approved Capacity Use Agreement (a copy
18 of which is attached hereto as Laurel Exhibit TZ-4) to its affiliate, Buckeye, which in
19 turn provides interstate common carrier service to its shippers under its own tariffs filed
20 at the Federal Energy Regulatory Commission (“FERC”). Laurel has also previously
21 provided interstate service pursuant to tariffs approved by the Interstate Commerce
22 Commission and FERC, until approximately 1994. The Laurel pipeline system is
23 currently used by Laurel and Buckeye to provide bi-directional service; such service is

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Rebuttal Testimony of Thomas R. Zeth

1 currently provided over the segment of its system located between Coraopolis (near
2 Pittsburgh) and Eldorado (near Altoona), in Pennsylvania (i.e., “Line 718” or “L718”).
3

4 **Q. Can you please summarize the extension of new bi-directional service that is the**
5 **subject of the above-captioned Formal Complaint?**

6 A. This proceeding involves a proposal by Buckeye, Laurel’s non-PaPUC jurisdictional
7 affiliate, to initiate interstate service over the existing segments of the Laurel pipeline
8 system located between Eldorado and Sinking Spring in Pennsylvania (i.e., “Line 720”
9 or “L720”, and “Line 724” or “L724”). This proposal is known as the “Bi-directional
10 Service Extension” or the “Broadway 3 Project.” The contemplated interstate service
11 will be provided by Buckeye pursuant to rates, terms and conditions of service that are
12 subject to the jurisdiction of the FERC. Importantly, while Buckeye will initiate this
13 new interstate service, Laurel will continue to provide PaPUC-jurisdictional intrastate
14 service over Lines 720 and 724 pursuant to the existing terms and conditions of Laurel’s
15 PaPUC-approved Tariff. In addition, the initiation of this additional service by Buckeye
16 will be made pursuant to an existing Capacity Use Agreement between Laurel and
17 Buckeye, i.e., Laurel Exhibit TZ-4.

18 To be clear, the initiation of interstate service by Buckeye over Line 720 and
19 Line 724 is the initiation of an additional service. It does not involve or contemplate
20 Laurel ceasing to provide east-to-west intrastate service pursuant to the terms of its
21 Tariff, and does not involve or contemplate a complete reversal of any pipeline segment.
22

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1 **Q. Is the new interstate service that is contemplated by Buckeye the subject of a**
2 **pending proceeding before the FERC?**

3 A. Yes.

4
5 **Q. Please describe that proceeding.**

6 A. Buckeye proposes to use its existing rights under the Capacity Use Agreement between
7 Altoona and Sinking Spring in Pennsylvania, to extend interstate service from certain
8 Midwest origins into eastern Pennsylvania and Upstate New York Petition, and it filed
9 a Petition for Declaratory Order with the FERC at Docket No. OR25-6-000 (the “2024
10 PDO”) seeking an advance ruling by FERC that proposed contract rates and terms of
11 service were lawful and that its proposal was consistent with the 2019 Settlement and
12 that Buckeye could subsequently implement the proposed service upon a tariff filing.³
13 The implementation of this expansion would help meet increasing demands for
14 Midwest-supplied refined products. I note that this proceeding has been held in
15 abeyance pending resolution of the instant Complainant and, in particular, resolution of
16 the Complainants’ claim that the Bi-directional Service Extension constitutes an
17 abandonment of service.⁴

18

³ *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”).

⁴ Buckeye Pipe Line Company, L.P., 192 FERC ¶ 61,046 at P 30 (2025):

The complaint before the PaPUC raises issues regarding whether Buckeye’s proposal would constitute a partial abandonment of Laurel’s intrastate transportation service requiring approvals from the PaPUC that are currently being litigated before the PaPUC. Therefore, we find that it is appropriate to delay Commission action on the Petition until the complaint process before the PaPUC is resolved.

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Rebuttal Testimony of Thomas R. Zeth

1 **Q. Please describe the bi-directional service currently offered on the Laurel pipeline**
2 **system.**

3 A. It is currently offered on Line 718. This service is provided pursuant to the 2019
4 Settlement, which permitted bi-directional service to commence over Line 718 of the
5 Laurel pipeline system. In addition, the 2019 Settlement provided the Complainants in
6 that proceeding, including LHT’s prior owner/operator (Gulf Operating, LLC), Sheetz
7 and Monroe, a guarantee regarding the available physical capacity of the Laurel pipeline
8 system (*i.e.*, the East to West Capacity Guarantee). The 2019 Settlement also contained
9 specific provisions regarding the designation of an individual that could address and
10 respond to concerns about bi-directional service; however, neither Sheetz nor Monroe
11 nor LHT ever utilized the 2019 Settlement process to raise concerns regarding bi-
12 directional service prior to filing the instant Formal Complaint.

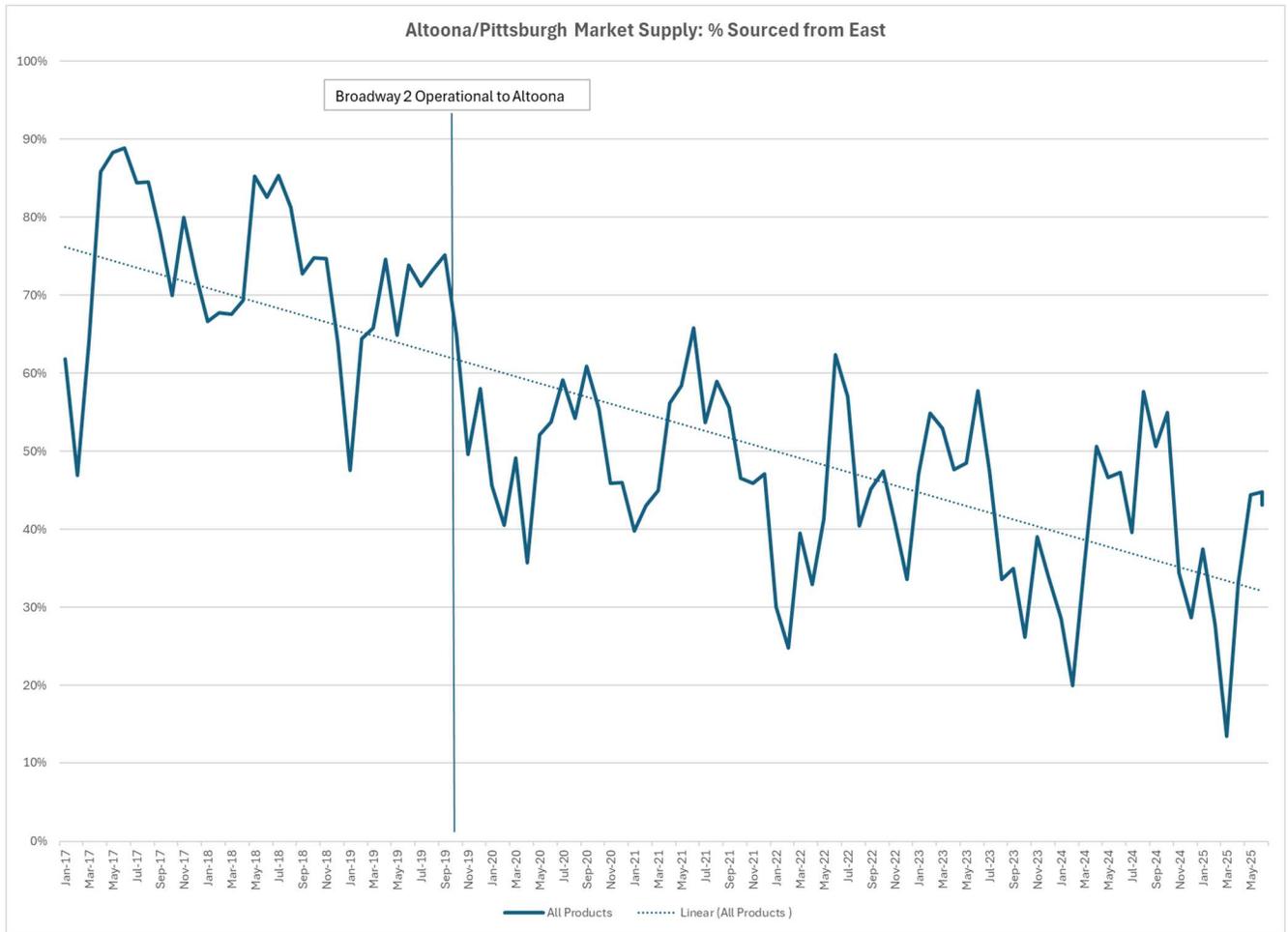
13
14 **Q. Why is the Laurel pipeline system planned to be utilized to provide additional west-**
15 **to-east interstate service on Lines 720 and 724?**

16 A. As detailed in the aforementioned 2024 PDO, west-bound product flows have declined
17 steadily in recent years, and demand by Pennsylvania consumers and suppliers for less-
18 expensive refined products supplied through the Buckeye pipeline from the Midwest
19 has continued to increase. The permanent closure of the Philadelphia Energy Solutions
20 (“PES”) refinery (capacity: 335,000 bpd) in 2019 was a significant reduction in PADD1
21 supply, which extended customer interest levels in seeking to fulfill product demand
22 from Midwest sources as opposed to Eastern sources. The shift in supply source for
23 Pittsburgh and Altoona, which are markets having access to both Eastern and Midwest

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1 supply, can be seen clearly in Figure 1, below. Figure 1 depicts the percentage of
2 volumes transported to the Altoona and Pittsburgh markets from Eastern sources from
3 January 2017 to June 2025.

4 **Figure 1**

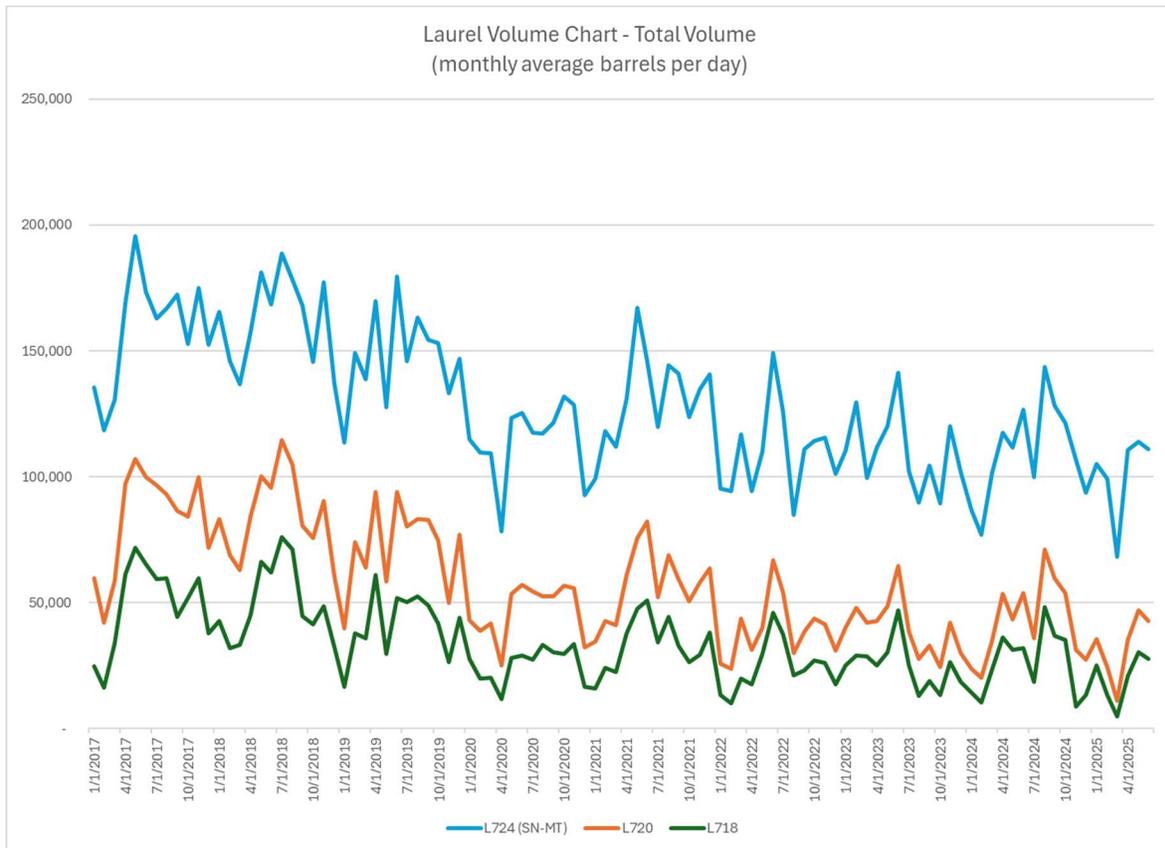


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6 The shift in supply to Midwestern-sourced product is not only accomplished through
7 the use of the Laurel pipeline system, but also on the Energy Transfer Pennsylvania
8 Access pipeline which per its FERC tariff can supply up to approximately 15,000 barrels
9 per day of capacity from origin points of Lima and Toledo, Ohio. The reduction in
10 Eastern refinery supply, coupled with increased availability of pipeline access to
11 advantaged Midwest supplied product, has resulted in declining volumes supplied from

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1 the East to the various markets across Pennsylvania. Figure 2, below, shows the decline
2 in total volumes transported from east-to-west for each segment of the Laurel pipeline
3 that is or would be the subject of bi-directional service (i.e., L724 Sinking Spring to
4 Mechanicsburg, L720 Mechanicsburg to Eldorado, and L718 Eldorado to Coraopolis)
5 from January 2017 to June 2025. To be clear, Figure 2 shows both interstate and
6 intrastate volumes.

7 **Figure 2**



8
9 Figure 3 shows the even more dramatic decline in PaPUC volumes transported from
10 east-to-west for those same pipeline segments.

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Figure 3

[BEGIN HIGHLY CONFIDENTIAL]



[END HIGHLY CONFIDENTIAL]

Q. What do these three Figures show?

A. Each of these Figures clearly shows a decline in utilization of east-to-west service on the Laurel pipeline. And, moreover, when one focuses specifically on PaPUC jurisdictional volumes, Figure 3 demonstrates a dramatic decline in utilization by intrastate shippers on the Laurel pipeline system.

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1 **Q. Did this trend of declining volume begin prior to existing bi-directional service on**
2 **the pipeline?**

3 A. Yes, as shown in Figure 1 the declining volumes flowing east-to-west on Laurel began
4 well ahead of bi-directional service. The volume declines were experienced most
5 dramatically in the winter period (i.e., October through February) where east-to-west
6 volumes reached alarmingly low levels. As east-to-west volumes decreased, efficiently
7 operating the Laurel pipeline became more challenging as the reduced volume of
8 products shipped through the system resulted in increased transit times to destinations
9 in Pittsburgh.

10

11 **Q. Please explain what you mean when you say the reduction in east-to-west volumes**
12 **increased transit times.**

13 A. Refined petroleum product pipelines rely on displacement to move barrels, because a
14 barrel of product is delivered out at its destination only when a barrel of product is put
15 into the pipeline at an upstream origin. When product nominations to deliver to a given
16 market decline in a unidirectional pipeline, the ability to displace those barrels and make
17 deliveries is decreased, resulting in longer transit times. With only one path of flow and
18 complete reliance on customer demand to displace the barrels in a declining demand
19 scenario, Laurel was unable to positively impact the situation that resulted in longer
20 transit times on east-to-west volumes.

21

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1 **Q. Did Laurel previously undertake to change the operation of its pipeline system in**
2 **order to respond to this trend?**

3 A. Yes. Laurel filed an application at Docket Nos. A-2016-2575829 and G-2017-2587567
4 (“2016 Application”) to permanently reverse the flow of petroleum products over the
5 Eldorado, PA to Pittsburgh, PA segment of its pipeline. In that proceeding, it is my
6 understanding that the Commission ultimately found that the proposed reversal
7 constituted an abandonment of service, because it was permanent.⁵

8

9 **Q. If the prior reversal was rejected, how did existing bi-directional service on Line**
10 **718 occur?**

11 A. After the Commission rejected the reversal, Laurel and Buckeye explored the ability to
12 utilize Line 718 to provide both east-to-west and west-to-east service, *i.e.*, whether it
13 could be operated bi-directionally. After various proceedings before the PaPUC and
14 FERC were resolved by the 2019 Settlement, bi-directional operations commenced on
15 Line 718.

16

17 **Q. What impacts have occurred on the utilization and operation of Laurel’s pipeline**
18 **system as a result of the introduction of bi-directional service on Line 718?**

19 A. The introduction of bi-directional service on Line 718 has resulted in an increase in
20 utilization of an underutilized pipeline segment (and, in particular, underutilized by east-
21 to-west intrastate volumes), as it became utilized to transport additional volumes, albeit

⁵ *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”).

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1 interstate volumes moving from west-to-east. In addition, bi-directional operations
2 have created more supply optionality for customers seeking to deliver product into the
3 Altoona area; customers can either supply product from Eastern or Midwestern sources
4 at their choice.

5

6 **Q. Why is supply optionality beneficial?**

7 A. Supply optionality is important for customers as well as for an independent pipeline
8 operator. Where more options are available, there are more opportunities to maintain
9 product supply to the markets our customers serve, regardless of market conditions and
10 other situations outside of Laurel’s control. Such circumstances include, but are not
11 limited to, refinery outages, pricing basis changes, and overall product supply
12 limitations. Importantly, since existing bi-directional service has been offered on Line
13 718, deliveries to Altoona have been sourced from both East and Midwest origin points.
14 Laurel has even seen instances of specific shippers nominating from both East and
15 Midwest origins over the course of a year, month and even a cycle. This demonstrates
16 that the optionality to supply from either direction is useful for customers; if it was not
17 useful, customers would only be supplying from one direction.

18

19 **Q. Are there other operational benefits related to bi-directional service?**

20 A. Yes. Bi-directional service allows Laurel to operate the pipeline in its most effective
21 manner, matching up desired origin and destination points to satisfy customer choices
22 regarding where they want to source product and where they want to ship it to (i.e.,
23 customer “nominations”). I want to emphasize that Laurel **does not determine** where

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1 product will be supplied from or where it will be delivered. That choice is made by our
2 shippers. Instead, Laurel evaluates the customer nominations to determine how best to
3 satisfy their demand. The bi-directional operation of Line 718 has allowed Laurel to
4 satisfy more customer requests than it would have been able to under unidirectional
5 operations, because it has provided customers with additional choices about how they
6 wish to move products, and it has allowed the Laurel pipeline to physically flow in the
7 direction(s) required to satisfy those additional customer choices.

8
9 **Q. If the existing bi-directional operation of Line 718 had not been implemented,**
10 **what impacts might you have expected on the Laurel pipeline system?**

11 A. If bi-directional service were not to have been implemented on Line 718, Laurel expects
12 that the Laurel pipeline system would most certainly have experienced an even greater
13 decrease in utilization over the last 5 years, resulting in even fewer products moving to
14 Altoona and Pittsburgh from the East. For the reasons previously noted, this decreased
15 utilization would have resulted in even greater transit times for Eastern-sourced product
16 flowing to Altoona and Pittsburgh. In addition, our customers would not have had the
17 option to source product from an additional source.

18
19 **Q. Would there be any benefits on the Laurel pipeline system from the Bi-directional**
20 **Service Extension?**

21 A. The Bi-directional Service Extension on the Laurel pipeline system will result in
22 multiple benefits. As explained above, existing bi-directional operations have resulted
23 in increased utilization of the Laurel pipeline system, when it had experienced a period

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1 of significant underutilization, and has also provided in additional supply options to
2 markets served by the Laurel. Those same benefits can be expected from the Bi-
3 directional Service Extension. Having access to additional sources while maintaining
4 access to existing sources benefits customers in their ability to seek the most
5 advantageous supply and, in some cases, the most available supply. Indeed, as noted
6 above, it has been Laurel’s experience that under existing bi-directional operations
7 customers nominate product from both directions. We would anticipate customers
8 would take similar advantage of the Bi-directional Service Extension.

9 Furthermore, I note that other Laurel witnesses identify and explain other
10 benefits of existing bi-directional service and the Bi-directional Service Extension.
11 Specifically, Laurel witness Mr. Segraves discusses improvements that have been made
12 to the pipeline system to prepare it for the Bi-directional Service Extension which have
13 improved system integrity and reliability (Laurel Statement No. 2-R), Laurel witness
14 Dr. Webb discusses the competitive and pricing benefits of these operations (Laurel
15 Statement No. 3-R), and Laurel witness Mr. Emery discusses and validates the benefits
16 of bi-directional operations that Laurel has experienced based upon broader industry
17 knowledge and experience (Laurel Statement No. 4-R).

18
19 **Q. Would there be any negative impacts from the Bi-directional Service Extension?**

20 A. The Complainants’ witnesses would have this Commission allege so.⁶ However, as I
21 and other Laurel witnesses explain, these alleged impacts are exaggerated and further,

⁶ See generally Exhibit JRM-1, at 56-76; Exhibit KFS-1, at 10-12; Exhibit JDJ-1, at 12-15; Exhibit SH-1 at 7-11, Exhibit TM-1.

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1 the “negative” impacts are either related to the inherent variability of transit times
2 (which is dictated by the amount of product in the line and not the direction of flows),
3 outages/service reliability, or the “negative” impacts of competition. Laurel witness
4 Mr. Segraves addresses the outages/reliability claims (Laurel St. No. 2-R) and Laurel
5 witness Dr. Webb specifically addresses this latter point (Laurel Statement No. 3-R).
6 As explained throughout Laurel’s testimony, these impacts are either unsupported,
7 overstated and unquantified. Any actual impacts would in any event also be offset by
8 the greater benefit of increased optionality of supply.

9
10 **Q. Have any of the Complainants been denied petroleum products transportation**
11 **service Laurel is obligated to provided pursuant to its Tariff?**

12 A. No. To be clear, none of the Complainants allege they have been denied, nor have they
13 been denied, petroleum products transportation service provided per Laurel’s
14 obligations under its Tariff. This includes our obligation to provide non-discriminatory
15 service, which the Company takes very seriously.

16
17 **III. REBUTTAL REGARDING COMPLAINANTS’ CONCERNS REGARDING**
18 **SCHEDULING AND TRANSIT TIMES**

19 **Q. In their testimony did any of the Complainants raise concerns regarding**
20 **scheduling and transit times?**

21 A. Yes, they do.

22

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1 **Q. Please summarize those concerns**

2 A. On behalf of Monroe, Mr. Summers asserts that transit times under existing bi-
3 directional operations are both too long and too short, and are also too variable.⁷

4 From LHT, Ms. Huzicko raises concerns about late deliveries and transit times
5 with existing bi-directional service.⁸ She also claims that scheduling changes have been
6 poorly communicated.⁹

7 Sheetz's witness Mr. Jadlocki claims that with the existing bi-directional
8 service, transit time have been steadily increasing.¹⁰

9 Complainant witness Mr. Meisner claims that there are longer transit times with
10 the existing bi-directional service¹¹ and expects that there will be further increases in
11 transit times when the bi-directional service is extended.¹² He also discusses what he
12 claims are scheduling challenges with regard to both existing and proposed bi-
13 directional service.¹³ Complainant witness Dr. Morris also makes reference to what he
14 claims are longer transit times under existing service.¹⁴

15 Finally, Complainant witnesses raise concerns about how Laurel decides in
16 which direction Line 718 operates and, ostensibly, about how it will make this decision
17 in the future with respect to the Bi-directional Service Extension.¹⁵

18

⁷ Exhibit KFS-1, at 4.

⁸ Exhibit SH-1, at 4-5.

⁹ Exhibit SH-1, at 5.

¹⁰ Exhibit JDJ-1, at 6.

¹¹ Exhibit TM-1, at 13.

¹² Exhibit TM-1, at 17.

¹³ Exhibit TM-1, at 4-5, 8, 12-13, 22-62.

¹⁴ Exhibit JRM-1, at 71.

¹⁵ Exhibit KFS-1, at 11; Exhibit TM-1, at 37, 55.

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1 **Q. Before responding to each of the specific concerns raised by the Complainants**
2 **regarding scheduling and transit times, are there general reasons why the**
3 **Commission should doubt the validity of these concerns?**

4 A. Yes. In particular, the claims regarding transit times completely ignore the fact that
5 transit times are, in part, dependent upon the volumes nominated and ultimately
6 scheduled to be moved in a cycle. As previously discussed, transit times are dependent
7 upon displacement of product in the pipe with additional volumes of product coming
8 into the pipe. The introduction of bi-directional service does not inherently increase
9 transit times; rather, a decline in demand in a certain corridor would be the primary
10 cause of changes in transit time. As a result, transit times have always varied on the
11 Laurel pipeline system and, as a result of the declining utilization of east-to-west service
12 on the system, transit times have been increasing over the past several years.

13
14 **Q. Please describe the variability in transit times that existed prior to the initiation of**
15 **existing bi-directional service.**

16 A. Transit times have always been variable on the Laurel pipeline. As volumes transported
17 over a given pipeline change, the time for product to traverse that pipeline also change.
18 Complainant witness Mr. Meisner in fact concedes this.¹⁶ However, none of the
19 Complainant witness acknowledge that Laurel does not control how much product is
20 ultimately scheduled for transport in a cycle; its customers do. Customers
21 independently nominate what volumes to ship and where in a given cycle, so the

¹⁶ Exhibit TM-1, at 7 (“I included the line fills and diameters because they have a direct impact on capacity and transit times.”).

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1 variability of transit times can and does change from cycle to cycle based upon customer
2 choices.

3 Additionally, the Complainants all ignore the fact that some customers will
4 request that Laurel hold back portions of deliveries due to downstream containment
5 concerns, resulting in increased transit times from the point of product receipt to when
6 the entire batch is fully delivered.

7

8 **Q. Are you aware of any other events that have impacted the variability and length of**
9 **transit times on the Laurel pipeline system since 2019?**

10 **A.** Significant supply disruptions will inherently impact the variability and length of transit
11 times. The permanent closure of the PES refinery in Philadelphia in 2019 had a
12 significant impact on the ratability of product movements from the East on Laurel. Prior
13 to its closure in 2019, PES supplied approximately **[BEGIN HIGHLY**
14 **CONFIDENTIAL]** [REDACTED] **[END HIGHLY CONFIDENTIAL]** of
15 product into the Girard Point receipt location in the Philadelphia area in its last full year
16 of operation. The instantaneous removal of this production source resulted in significant
17 variability to the supply landscape across the Northeast, most specifically on the Laurel
18 pipeline. It is unfair and inaccurate to associate all changes in operational measures,
19 such as transit times, on the introduction of bi-directional service when such a
20 significant external supply availability change also coincides with that same timeframe.

21

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Rebuttal Testimony of Thomas R. Zeth

1 **Q. Has another Laurel witness specifically analyzed the transit times over Laurel**
2 **since the initiation of existing bi-directional service?**

3 A. Yes, Laurel witness Dr. Webb conducts an analysis of this issue in his rebuttal testimony
4 (Laurel Statement No. 3-R), which further demonstrates that the Complainants' claims
5 regarding transit times lack support.

6

7 **Q. How will the proposed Bi-directional Service Extension impact transit time**
8 **variability and length?**

9 A. The proposed Bi-directional Service Extension will allow Laurel to maintain and, in
10 some instances, increase the total product movements in the Laurel pipeline and make
11 transportation more efficient. Further detail as to how this can be expected to be
12 accomplished is provided by Laurel witnesses Mr. Webb (Laurel Statement No. 3-R),
13 and Laurel witness Mr. Emery (Laurel Statement No. 4-R).

14

15 **Q. Please respond to the Complainants' general concern regarding how it is currently**
16 **determined that the Line 718 will flow in one direction or the other.**

17 A. As with other bi-directional pipelines, the flow direction of the pipeline is established
18 after review of the nominated customer movements to be able to satisfy the customer
19 demand. It is not preordained that flow will be in any particular direction, but rather a
20 result of the demand in given markets and how the shippers elect to meet that demand.

21

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Rebuttal Testimony of Thomas R. Zeth

1 **Q. How does Laurel determine to physically flow the pipeline in one direction or the**
2 **other?**

3 A. Bi-directional pipelines are generally directionally allocated to meet the needs of the
4 customers. In general, pipeline flow direction in a bi-directional pipeline is dictated by
5 which direction has greater demand for product movements; the lower demand direction
6 is met via swaps and the greater demand direction is met with a combination of swaps
7 and physical product movements. Laurel witness Mr. Emery discusses these operations
8 in additional detail in his rebuttal testimony (Laurel Statement No. 4-R).

9

10 **Q. Does Laurel anticipate significant changes into this decision-making process under**
11 **the Bi-directional Service Extension?**

12 A. No. The same process will be utilized to determine the direction of flows on the pipeline
13 during a given month/cycle. In the particular case of the Laurel pipeline, the
14 predominant physical direction of flow for the L718 has historically been seasonal in
15 nature: winter months tend to favor west-to-east movements and summer months tend
16 to favor east-to-west movements. The line has the physical capability to flow in either
17 direction, and will do so in order to meet customer demand, but we anticipate the
18 predominant flows each season to continue to reflect the pattern since 2019.
19 Additionally, I note that the introduction of bi-directional flow on additional segments
20 of the pipeline does not require or guarantee that physical flow will need to be extended
21 fully to Sinking Spring. If the offsetting swaps and physical movements of the pipeline
22 necessitate a flow reversal to Mechanicsburg, then the pipeline will reverse to the
23 Mechanicsburg delivery station. Having bi-directional capabilities to Sinking Spring

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1 does not require the pipeline to operate fully reversed to Sinking Spring unless the
2 fulfillment of customer nominations would require Laurel to do so.

3
4 **A. MONROE**

5 **Q. Have you reviewed the direct testimony of Monroe witness, Mr. Kyle Summers?**

6 A. Yes, I have.

7

8 **Q. What does he claim with respect to delivery times?**

9 A. With respect to deliveries west of Mechanicsburg, Mr. Summers claims that deliveries
10 should “arrive every 10 days, give or take a day.” Complainants Exhibit KFS-1, at 4.
11 However, he describes deliveries west of Mechanicsburg as “sporadic.” Exhibit KFS-
12 1, at 4. He then complains that delivery times are sometimes 20 or more days and
13 sometimes 5 or fewer days. Exhibit KFS-1, at 4.

14

15 **Q. Is this a fair assessment?**

16 A. No, it is not

17

18 **Q. Why not?**

19 A. As previously stated, transit times are inherently variable and dependent on the
20 collective demand of shippers to move product in a given corridor. Describing them as
21 “sporadic” is essentially just describing this inherent variability. Once this is
22 recognized, it is clear that the variability has nothing to do with bi-directional
23 operations. Furthermore, Mr. Summers does not claim that Monroe is not receiving the

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1 service provided for under Laurel’s Tariff, i.e., accepted nominations are being
2 delivered within the month of intended delivery.

3

4 **Q. Does Mr. Summers make any claims regarding barrels being held between points**
5 **on the Laurel pipeline system during a given cycle?**

6 A. Yes. Mr. Summers asserts that the pipeline has held barrels in the segments of the
7 pipeline located between Mechanicsburg or Altoona to Coraopolis. Exhibit KFS-1, at
8 4. He further asserts that this is done “without communication” and resulted in delays
9 of up to 10 days in the delivery of barrels. Exhibit KFS-1, at 4.

10

11 **Q. Please respond to these claims.**

12 A. All product held within the pipeline segments is comprised of shipper’s volumes. Mr.
13 Summers’ claim that barrels were held to wait for barrels coming from the West is a
14 plausible scenario in the operation of any pipeline, but is not the only potential
15 explanation. Laurel’s pipeline scheduling works to accommodate customer demand and
16 timing as best as possible, but there are times when pipeline segments must wait for
17 other movements to occur before that product can deliver. This applies to both bi-
18 directional and uni-directional pipelines. While Laurel’s Tariff imposed no obligation
19 to inform shippers on the direction of flow in any of its bi-directional pipelines, the
20 communication of changes to delivery schedules is made via T4, which is an industry
21 standard platform used by pipelines. The change to the scheduled date would have
22 instituted a revised schedule on T4.

23

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Rebuttal Testimony of Thomas R. Zeth

1 **Q. Does Mr. Summers make any claims regarding “early barrels”?**

2 A. Yes. He claims that barrels have been arriving earlier than they are scheduled to arrive
3 at specific destination/delivery points on the system. Exhibit KFS-1, at 5. He testifies
4 that this is problematic because if a barrel arrives before it is expected, Monroe will
5 experience “logistical consequences” as a result of not having “the ability to move it
6 into tankage.” Exhibit KFS-1, at 5.

7
8 **Q. Could you respond to this claim?**

9 A. Laurel, along with other pipelines, does not guarantee transit times but rather provides
10 general guidance for planning purposes. Indeed, Buckeye’s Shipper Notebook makes
11 clear that transit times provided to shippers are estimates but often vary by 10 days or
12 more. A copy of the relevant page from the Shipper Notebook regarding the points
13 involved in the Laurel system is attached to my testimony as Laurel Exhibit TZ-7.As
14 discussed, transit times are inherently variable, which delivery can occur earlier than
15 anticipated on both unidirectional pipelines and bi-directional pipelines. When this
16 happens, the pipeline scheduler will often be in communication with shippers and
17 understand which customers may be ready and able to receive product earlier in the
18 cycle. If the earlier timing of delivery of a batch is an issue for a customer, they will
19 often reach out to the pipeline scheduler to see if there are options to delay or to swap
20 out with a different customer’s batch.

21

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1 **Q. Did Mr. Summers describe any further issues that Monroe has allegedly**
2 **experienced with existing bi-directional service on Line 718?**

3 A. Yes, he takes issue with the timing of a shipment in October 2024 for a 5,000 barrel
4 batch of low sulfur diesel on cycle 29, as well as the timing with which Laurel
5 communicated delays in the cycle, which he claims resulted from bi-directional service.
6 Exhibit KFS-1, at 5-6.

7
8 **Q. Could you respond to this claim?**

9 A. The example cited by Mr. Summers simply shows the impact of declining east-to-west
10 movements: the absence of push barrels (due to them having “fallen off,” i.e., the
11 nominations removed) creates scenarios where the pipeline cannot displace the linefill
12 and cannot timely deliver out product as nominated. This is the very problem Laurel
13 experienced due to declining volumes with unidirectional operations; it is not caused by
14 bi-directional operations as Mr. Summers claims.

15

16 **Q. Does Mr. Summers describe any specific cycles that he believes are demonstrative**
17 **of the problems Monroe alleges with respect to existing bi-directional service on**
18 **Line 718?**

19 A. Yes, on pages 6-7 of Exhibit KFS-1.

20

21 **Q. Which cycles are these?**

22 A. He cites the following examples with respect to deliveries of ULSD to Coraopolis:

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- 1 • 11/07/2022 through 11/24/2022: CY 31 – Mr. Summers asserts that the batch
2 pumped on the November 7th, but didn’t arrive until November 24th, it should
3 have arrived around November 15th. He further asserts that Monroe “work[s]
4 off 10 day cycles and expect the fuel to arrive on time or we will run out.”
- 5 • 11/17/2022 through 11/29/2022: CY 32 – Mr. Summers asserts that the batch
6 pumped on November 17th, which was correct, and it arrived on November
7 29th. He then states that due to the prior delivery arriving late, there was a 5 day
8 delivery span which caused “problems” for managing terminal space.
- 9 • Mr. Summers then identifies several other batches that he asserts “should have”
10 arrived on a specific date, but arrived late, *i.e.*, 01/07/2023 through 02/05/2023:
11 CY1; 01/27/2023 through 02/16/2023: CY3; 02/27/2023 through 03/14/2023:
12 CY6; 03/07/2023 through 03/27/2023: CY7; and 03/17/2023 through
13 03/28/2023: CY8.
- 14 Mr. Summers also identifies examples with respect to gasoline shipped to Altoona:
- 15 • 06/02/2023 through 06/05/2023: CY 16 – He states that the batch pumped on
16 June 2nd and delivered on June 5th, which resulted in too little time between
17 batches.
- 18 • 06/12/2023 through 06/19/2023: CY 17 – Mr. Summers states that this delivery
19 was 14 days after the prior delivery, causing outages.
- 20 • 06/22/2023 through 06/26/2023: CY 18 – Mr. Summers states that this batch
21 arrived too close in time to the prior batch that arrived late.
- 22

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1 **Q. Can you respond to Mr. Summer’s claims regarding these cycles?**

2 A. Overall, Mr. Summers’ reference to a selection of batches over the six years of bi-
3 directional service, involving multiple hundreds of batches for a given shipper, is a small
4 subset of the total volumes shipped on this segment. Additionally, none of these batches
5 occurred within the last two years, leaving no ability to inquire about the specifics of
6 these particular batches with the Laurel scheduler. In addition to the other reasons why
7 these delays could have occurred discussed above (*e.g.*, declining volumes, removal of
8 nominations and lack of push barrels), it is important to note that all delays to batch
9 deliveries are not a result of pipeline transit delays and can in fact be caused by terminals
10 having insufficient tank space to receive products. As stated multiple times, Laurel does
11 not control or dictate what other customers ship on the line nor does it control when
12 tank space is available, which results in inherent variability on the timing of deliveries.
13 As Mr. Summers also is aware, no shipper is guaranteed delivery on any specific basis
14 within the month of scheduled delivery; he is criticizing Laurel for not meeting a
15 standard of scheduling precision that does not exist.

16

17 **Q. Are there any other reasons why Monroe’s concerns about transit times should be**
18 **rejected?**

19 A. Yes. Laurel witnesses Dr. Webb and Mr. Emery explain why the Complainants’
20 concerns regarding transit times are not a cause for concern in their rebuttal testimony
21 (Laurel Statement Nos. 3-R and 4-R).

22

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1 **B. LHT**

2 **Q. Have you reviewed LHT witness Ms. Shauna Huzicko’s direct testimony?**

3 A. Yes.

4

5 **Q. Does Ms. Huzicko make any claims about LHT’s experience with bi-directional**
6 **service?**

7 A. Yes.

8

9 **Q. Can you please summarize those claims?**

10 A. She claims that since the initiation of bi-directional service LHT has experienced an
11 increase in late deliveries and average transit times asserts transit times have doubled,
12 and that Laurel has poorly communicated about transit times and scheduling changes.
13 Exhibit SH-1, at 4-5 and 6; Exhibit SH-2. More specifically, she claims, “There has
14 been a drastic increase in late deliveries into tankage to supply the western part of the
15 state.” Exhibit SH-1, at 5.

16

17 **Q. Could you respond to Ms. Huzicko’s claims regarding later deliveries?**

18 A. Ms. Huzicko claims that the increase in “late deliveries” is a result of the smaller and
19 more abundant tie lines in Illinois, Indiana, Ohio, and Michigan. One must assume that
20 Ms. Huzicko is referring to “late” deliveries on shipments from the Midwest (which are
21 all provided under interstate, FERC tariffs). All interconnecting pipeline movements
22 must be coordinated to assemble schedules that can effectively deliver nominated
23 barrels from origin to destination. Pipeline schedulers work to accommodate those

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1 interconnecting pipelines and minimize conflicts to enable efficient product transfer.
2 With multiple interconnections, as well as supply and delivery facilities that can impact
3 the pipeline’s coordination efforts, sometimes product movements can be delayed. This
4 is an inherent fact of any pipeline system, not just Laurel or Buckeye and it is certainly
5 not particular to the direction of flow in a pipeline.

6

7 **Q. Could you respond to Ms. Huzicko’s claims regarding increased transit times?**

8 A. As explained above with respect to others’ concerns, Ms. Huzicko seems to ignore that
9 transit times are inherently variable because they depend upon the volumes in the
10 pipeline. In addition, with respect to her claims about increased times from the
11 Midwest, I would note that traversing longer distances of pipe in most cases presents a
12 larger pipeline volume that must be displaced for product to traverse from beginning to
13 end. In the absence of higher flowrates or a smaller diameter pipe, traversing a longer
14 distance will result in a longer transit time. The transit time of product shipping from
15 Midwest origins into Western Pennsylvania would not have a correlation to the transit
16 times of product shipping from East origins into Western Pennsylvania.

17

18 **Q. Could you respond to Ms. Huzicko’s claims regarding unpredictability?**

19 A. Ms. Huzicko’s claims should be rejected for the reasons discussed previously regarding
20 the inherent variability of transit times.

21

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1 **Q. Could you respond to Ms. Huzicko’s claims regarding poor communication?**

2 A. Ms. Huzicko claims “[t]he changes to the Laurel scheduling have been poorly
3 communicated and are hard to predict,” with specific reference to the pipeline switches
4 per month that the terminal sees since the commencement of bi-directional service.
5 However, Laurel communicates all relevant information related to the schedule of the
6 pipeline, including product switches, through schedule updates on T4. Ms. Huzicko
7 provides no additional context as to what communication beyond T4 schedule updates
8 that LHT specifically, or shippers more broadly, expect to receive.

9

10 **C. SHEETZ**

11 **Q. Have you reviewed Sheetz witness Mr. Jadlocki’s direct testimony?**

12 A. Yes.

13

14 **Q. Does Mr. Jadlocki make any claims regarding transit times?**

15 A. Yes.

16

17 **Q. Please summarize those claims.**

18 A. Mr. Jadlocki claims that Sheetz has been experiencing longer transit times recently
19 when compared to historical averages. Exhibit JDJ-1, at 6. He claims that Sheetz’s
20 West to East movements now take longer than East to West movements. He also claims
21 that Sheetz has experienced a 90% increase in the average number of transit days for
22 westward shipments from Linden to Altoona when comparing 2022, ‘23, and ‘24 to
23 2017, ‘18, and ‘19. Exhibit JDJ-1, at 7. He also claims Sheetz saw a 64% increase

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1 during the same comparison period for westward shipments from Booth to Altoona.
2 Exhibit JDJ-1, at 7.

3 Mr. Jadlocki also selectively compares an increase in transit days in 2024 when
4 compared to 2019 to support his claim that bi-directional operation of the pipeline
5 caused these increases, and compares data in 2016 through 2019 and 2020 through 2024
6 to support the idea that the average maximum days have increased. Exhibit JDJ-1, at 7.
7 He testifies that this “upward trend . . . remains consistent” even when the data is
8 adjusted to isolate shipments from Linden. Exhibit JDJ-1, at 7. He claims there was a
9 61% increase in the average number of transit days from Linden to Altoona from 2022-
10 2024 compared to 2017-2019. Exhibit JDJ-1, at 8. He also claims bi-directional
11 operation caused an increase in the maximum number of transit days per year. Exhibit
12 JDJ-1, at 8.

13
14 **Q. Please respond to Mr. Jadlocki’s claims regarding increased transit times with**
15 **existing bi-directional service.**

16 A. The same discussion I provided regarding transit times above equally applies to Mr.
17 Jadlocki’s claims. In particular, where he is citing west-to-east movements having
18 longer transit times than east-to-west movements, I explained why this is not a
19 reasonable comparison in response to similar claims by Ms. Huzicko. Furthermore, Mr.
20 Jadlocki’s reliance upon the 2017-2019 time period ignores the fact that the PES
21 refinery was in operation; the substantial decrease in volumes on Laurel that resulted
22 from the closure of this refinery has led to further underutilization of the pipeline and

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1 significantly impacted transit times due to the decrease in volumes moved from east-to-
2 west.

3

4 **Q. Do any of the Complainant witnesses discussed above testify that Laurel (or**
5 **Buckeye) is not providing transportation service under the terms in the Laurel (or**
6 **Buckeye) tariffs?**

7 A. No.

8

9 **Q. Do any of the Complainant witnesses discussed above testify that Laurel (or**
10 **Buckeye) failed to transport the volumes of their confirmed nominations?**

11 A. No.

12

13 **D. COMPLAINANT WITNESS MIESNER**

14 **Q. Does Complainant witness Mr. Miesner raise any concerns regarding scheduling**
15 **or operations related to Bi-Directional Service?**

16 A. Yes. While many of his general and specific concerns are addressed by Laurel witnesses
17 Dr. Webb (Laurel Statement No. 3-R) and Mr. Emery (Laurel Statement No. 4-R), I will
18 respond to the specific issues he raised related to two documents produced in discovery.
19 The first that Mr. Miesner addresses is HIGHLY CONFIDENTIAL in nature.¹⁷ The
20 second that Mr. Miesner addresses is CONFIDENTIAL in nature.¹⁸

21

¹⁷ Exhibit TM-1, at 55-58.

¹⁸ Exhibit TM-1, at 59-60.

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1 **Q. What is the first document you will address?**

2 A. It is a document labeled HC LAU00000643, which Mr. Miesner attached to his direct
3 testimony as HIGHLY CONFIDENTIAL Exhibit TM-4.

4
5 **Q. What is the document provided as Exhibit TM-4?**

6 A. Laurel identified and described the origin of this document in response to Complainants
7 Discovery Request Set II, No. 10. A copy of this response is attached to my rebuttal
8 testimony as Laurel Exhibit TZ-5.

9
10 **Q. Does Mr. Miesner reference the context provided by Laurel Exhibit TZ-5 in his**
11 **discussion of this document?**

12 A. No, he does not. Without this context, it is clear that the Complainants are attempting
13 to mischaracterize the nature and purpose of this document. Among other things, this
14 Laurel Exhibit TZ-5 makes clear that the document “was not prepared for or used in the
15 decision to move forward with the Bidirectional Service Extension (*i.e.*, Broadway 3).” In
16 addition, it clearly states that “[t]he methodologies reviewed in this Document were initial
17 concepts... “based upon the then-current configuration and operations of this segment of
18 the pipeline [Line 718].” Clearly, this document has zero relationship to the Bi-directional
19 Service Extension and, ultimately, has little relevance to existing bi-directional because it
20 was prepared based upon the configuration of the Laurel pipeline system that existed **prior**
21 **to the initiation of bi-directional service on Line 718.**

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1

2 **Q. What is the second document you will address?**

3 A. It is a document labeled C LAU00000620, which is attached to Mr. Miesner's direct
4 testimony as Exhibit TM-5.

5

6 **Q. What is the document provided as Exhibit TM-5?**

7 A. Laurel identified and described the origin of this document in response to Complainants
8 Discovery Request Set II, No. 4. A copy of this response is attached to my rebuttal
9 testimony as Laurel Exhibit TZ-7.

10

11 **Q. What concern does Mr. Miesner raise regarding this document?**

12 A. [BEGIN CONFIDENTIAL] [REDACTED]
[REDACTED]
[REDACTED] [REDACTED]
[REDACTED]
[REDACTED] [END CONFIDENTIAL]

17

18 **Q. Do these concerns have any merit?**

19 A. No.

¹⁹ Exhibit TM-1, at 60-61.

²⁰ Exhibit TM-1, at 61.

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1

2 **Q. Please explain why not.**

3 A. **[BEGIN HIGHLY CONFIDENTIAL]** [REDACTED]
[REDACTED] **[END HIGHLY CONFIDENTIAL]**

16

17 **Q. Are there any other claims regarding scheduling or operations raised by Mr.**
18 **Miesner that you wish to address?**

19 A. I simply wish to note that Laurel witness Mr. Emery provides a number of statements
20 and conclusions regarding the efficient operation of a petroleum products pipeline in his
21 rebuttal testimony (Laurel Statement No. 4-R). In support of those statements, and with
22 specific respect to Laurel’s operations, I want to emphasize the following points.

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- 1 • Contrary to Mr. Miesner’s testimony,²¹ Laurel utilizes a “rolling process” for
2 scheduling that allows it to respond to shippers changing their nominations, and
3 changing market conditions, terminal constraints and supply disruptions.
- 4 • The process utilized by Laurel to schedule its pipeline (under uni-directional and bi-
5 directional operations) is consistent with the process Mr. Emery describes as more
6 broadly applicable in the industry.
- 7 • “Push stock” is not used as Mr. Miesner contends on the Laurel pipeline system.²²
8 Rather, Laurel’s established process only involves reversal of a line segment for a
9 portion of the overall segment linefill, with deliveries to other locations when
10 reversed again.
- 11 • “Safety stock” is not a fixed operational requirement as Mr. Miesner contends on
12 the Laurel pipeline system.²³ It has been Laurel’s experience that “safety stock”
13 decisions vary widely between shippers based upon a number of factors, and not just
14 the direction the pipeline operates.

15

16 **IV. REBUTTAL REGARDING COMPLAINANTS’ CONCERNS REGARDING**
17 **OUTAGES AND SERVICE RELIABILITY**

18 **A. MONROE**

19 **Q. Does Monroe witness Mr. Summers raise any concerns regarding service outages**
20 **and the reliability of service provided on the Laurel pipeline system?**

21 **A.** Yes.

22

23 **Q. Please summarize his claims.**

24 **A.** Mr. Summers generally claims that there has been a lack of reliable service on the Laurel
25 pipeline system. Exhibit KFS-1, at 3. More specifically, he claims that “the lack of
26 reliability of the bi-directional pipeline that supplies Pittsburg and Altoona – Laurel -

²¹ See Exhibit TM-1, at 25 and 29.

²² Exhibit TM-1 at 40-41.

²³ Exhibit TM-1 at 19.

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1 forced us to evaluate these markets and ultimately led [Monroe] to find alternatives for
2 [its] barrels.” Exhibit KFS-1, at 3.

3

4 **Q. Has there been a lack of reliable service?**

5 A. It is important to remember that [BEGIN HIGHLY CONFIDENTIAL] [REDACTED]

■ [REDACTED]

■ [REDACTED]

■ [REDACTED]

■ [REDACTED]

■ [REDACTED]

■ [REDACTED]

[REDACTED]

13 [END HIGHLY CONFIDENTIAL]

14

15 **Q. Refer to Exhibit KFS-1, at 11. What does Mr. Summers claim regarding control**
16 **of the pipeline flow?**

17 A. He claims that that the bi-directional service extension leaves sole discretion as to how
18 the pipeline flows up to Laurel/Buckeye, which is not reasonable service.

19

20 **Q. Is this accurate?**

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1 A. Laurel, as the operator of the pipeline, would certainly have discretion as to how the
2 pipeline flows in that Laurel is the only entity that has (and can have) visibility of all of
3 the nominated movements in the Laurel pipeline corridor. This is necessary and
4 reasonable because shippers cannot and should not have the authority to singlehandedly
5 determine the flow of the pipeline. However, the collective demand of the entire
6 shipping community is the basis that is used by Laurel to determine how the pipeline
7 will flow. It is commonplace for a pipeline to determine the flow path using the
8 customer requested movements; in particular, Laurel’s Tariff provides it the discretion
9 to determine how the pipeline should flow. Item No. 10(B) of Laurel’s Tariff “reserves
10 [Laurel] the right to establish and alter pumping sequences and schedules to facilitate
11 the efficient use and operation of its facilities.” Laurel’s operational decisions regarding
12 pumping sequences and schedules are expressly authorized by its Tariff. Moreover, it
13 would be unreasonable for anyone but the pipeline operator to have the ability to dictate
14 flow direction on the pipeline; to note just one significant problem, if shippers had the
15 ability to do so, they could dictate flow direction for specific competitive advantages.

16 Finally, Laurel and Buckeye operate “fungible” pipeline systems in which
17 product shipments are not segregated from other product movements but instead are
18 aggregated with other like products. Customers are in no way guaranteed that they will
19 receive back the same identical molecules that they supplied at origin but instead are
20 guaranteed to receive back like product that meets all of the applicable fungible product
21 specifications for that product. Laurel’s Tariff, Item No. 40, states clearly that, “Carrier
22 is under no obligation to deliver the identical Commodities received, but may deliver
23 Commodities of substantially the same specifications.” Buckeye’s FERC Tariff No.

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1 436.17.0, Item 40, provides the same. Neither Laurel nor Buckeye guarantees that
2 “[Monroe’s] physical barrels will be delivered to [Monroe’s] customers” as Mr.
3 Summers questions in his testimony. The concern of “minimizing supply flexibility and
4 operational certainty” is absurd in that Laurel and Buckeye, as a common carrier
5 pipeline, are incented to deliver product to Monroe’s customers because that is how
6 pipelines generate revenue – by delivering product to customers.

7

8 **B. LHT**

9 **Q. Does LHT witness Ms. Huzicko raise any concerns regarding outages and service**
10 **reliability on the Laurel pipeline system?**

11 A. Yes.

12

13 **Q. Please summarize Ms. Huzicko’s claims regarding outages and service reliability**
14 **on the pipeline.**

15 A. First, she claims that more batches in smaller quantities requires cuts and additional
16 switches for LHT each month. Exhibit SH-1, at 5. She claims that “LHT has gone from
17 8 to 12 pipeline switches per month per terminal prior to the introduction of bi-
18 directional service to 15 to 25 pipeline switches per month per terminal since the
19 commencement of bi-directional service.” Exhibit SH-1, at 5. She also claims that
20 Buckeye has created, with Westbound shipments “a take or pay situation where a
21 shipper must pay for delivery of the barrels that are committed even if Buckeye does
22 not end up delivering those barrels.” Exhibit SH-1, at 8. She says that this, “differential
23 in service forces many shippers to nominate from both the Midwest and the East into

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1 Pittsburgh and Altoona, with the likelihood that deliveries from one of these directions
2 will end up being cancelled.” Exhibit SH-1, at 8.

3

4 **Q. Could you respond to Ms. Huzicko’s claim that more batches in smaller quantities**
5 **require cuts and additional switches for LHT each month?**

6 A. The “cuts” or transmix downgrades that Ms. Huzicko references are not dependent upon
7 the size of the batches shipped but rather in the number of product changes that are made
8 and the quantity of interface that is created between those product changes. Shipping
9 several consecutive batches of the same product grade would result in no cuts to
10 transmix as there would be no product compatibility concerns. Additionally, the number
11 of switches that LHT makes is dependent upon more than just product grade changes;
12 it also depends upon whether LHT has specific tanks that they want to take product
13 deliveries into and whether there are any constraints that result in a tank switch being
14 made during a product delivery. Laurel does not monitor LHT’s tank usage and would
15 only have the information provided to its control center that confirms the terminal has
16 room for deliveries and can ensure path of flow. Additional cuts and switches would be
17 required if there are more product grade changes that are occurring at LHT terminal
18 deliveries, but it is unclear if that is what Ms. Huzicko is actually referencing as she
19 does not provide additional detail or supporting data.

20

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Rebuttal Testimony of Thomas R. Zeth

1 **Q. Is Laurel creating a “take or pay” situation, as Ms. Huzicko suggests?**

2 A. Ms. Huzicko is factually incorrect in her allegation that Buckeye is creating a take or
3 pay situation in its nomination and allocation processes, which I will explain to rebut
4 this claim.

5

6 **Q. Please explain the nomination and allocation process.**

7 A. Shippers interested in moving product in a pipeline system will enter nominations for
8 their requested product movements by the 15th day of the preceding month. In the event
9 that the pipeline receives an aggregate amount of shipper nominations that are greater
10 than the capacity of the pipeline, then the pipeline must request that shippers submit
11 binding nominations in that, if the binding nominations remain greater than the capacity
12 of the pipeline and the space on the line must be allocated, shippers would have an
13 obligation to utilize a minimum percentage of that allocated capacity or face penalty.
14 This is in accordance with the pipeline’s Rules and Regulations and is commonplace in
15 pipelines to minimize unused capacity in situations where requested customer
16 movements were turned away because of allocation. The application of minimum
17 percentage of shipments is only applied when the line is allocated, not when Buckeye
18 requests binding nominations.

19

20 **Q. How does this apply to Ms. Huzicko’s claims?**

21 A. When shippers enter deliberately inflated nominations that are never intended to be
22 moved, it results in the binding nomination process being triggered. When the pipeline
23 requests binding nominations (which do carry a “take or pay” obligation if the pipeline

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Rebuttal Testimony of Thomas R. Zeth

1 is allocated based upon those binding nominations) and shippers recognize there is
2 potential downside to their false nominations, they will often times reduce their
3 nominations to a more practical level that is more reflective of what they intend to ship.
4 When those binding nominations collectively fall below the capacity of the pipeline,
5 there is no allocation and there is no minimum percentage of those binding nominations
6 that customers would need to move.

7
8 **Q. Could you respond to Ms. Huzicko's claim that shippers are being forced to**
9 **nominate from both directions?**

10 A. As mentioned previously, nominations for pipeline systems are typically entered by the
11 15th of the preceding month to ensure that shippers are awarded space if a pipeline
12 becomes allocated. However, in the absence of allocation, Buckeye and Laurel will
13 allow shippers to continue adding nominations throughout the month up to point of
14 receipt. Neither Buckeye nor Laurel can predict what their customers will nominate in
15 a given month, so they cannot predict or provide guidance as to what pipelines may be
16 allocated. However, because of the significant capacity available to feed the given
17 markets from both the East and the Midwest, the probability of both pipeline systems
18 being allocated is extremely low. If shippers were to enter nominations for what they
19 actually intend to ship and were allocated to a volume less than what they were seeking,
20 it is near certainty that there will be capacity available to nominate the shortfall in a
21 different direction to meet that demand.

22

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Rebuttal Testimony of Thomas R. Zeth

1 **C. SHEETZ**

2 **Q. Does Sheetz witness Mr. Jadlocki address issues related to service outages and/or**
3 **service reliability in his direct testimony?**

4 **A. Yes.**

5

6 **Q. Please summarize Mr. Jadlocki’s claims regarding outages and service reliability**
7 **on the pipeline.**

8 **A. Mr. Jadlocki claims that the number of outages on the pipeline is unusual. Exhibit JDJ-**
9 **1, at 3. He flags five specific outages in 2025 as support for this claim. Exhibit JDJ-1,**
10 **at 3-4. He claims that outages are increasing since the implementation of bi-directional**
11 **service. Exhibit JDJ-1, at 4. He claims that Laurel attributed these outages to Broadway**
12 **III expansion, and that these outages cause uncertainty for shippers. Exhibit JDJ-1, at 5.**

13

14 **Q. Please respond to Mr. Jadlocki’s concerns regarding these outages.**

15 **A. Laurel acknowledges that the number of outages this year has been higher than normal.**
16 **However, many of the outages cited by Mr. Jadlocki are planned maintenance and work**
17 **outages, as explained in the rebuttal testimony of Mr. Segraves (Laurel Statement No.**
18 **2-R). One specific outage I will respond to is the March 28, 2025. With respect to this**
19 **outage, Laurel periodically performs in-line inspection (“ILI”) maintenance tool runs**
20 **that are part of an overall integrity maintenance plan to ensure the safe and compliant**
21 **operation of the pipeline. Laurel works to minimize the impact of these necessary tool**
22 **runs, but there are certain operating criteria and timing of these runs that require Laurel**
23 **to maintain the scheduled timing of movements and will sometimes prevent Laurel from**

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Rebuttal Testimony of Thomas R. Zeth

1 shipping additional volumes in a particular cycle. Laurel will work with those
2 customers to provide opportunities in a bordering cycle to ship any volumes that were
3 unable to ship during the maintenance period. In the particular instance that Mr.
4 Jadlocki is referencing, Sheetz was not declined nominations but rather was denied
5 increases to their existing nominations as Laurel was not able to accommodate the
6 additional volumes requested by Sheetz. Under its tariff, Laurel is not obligated to
7 accept revised nominations submitted after the initial nomination deadline if such a late
8 nomination would exceed segment capacity. *See* Tariff PaPUC No. 83, Item 100, and
9 FERC Tariff No. 436.17.0, Item 100 (“Any new Nomination, or request to increase a
10 Nomination for a given facility or line segment made after this deadline will be rejected
11 by the Carrier in the event that nominations received prior to this deadline exceed
12 facility or segment capacity.”)

13 With respect to each of these outages, however, Laurel followed standard and
14 common procedures to notify its shippers in advance of these outages. When Laurel
15 schedules for an outage to occur to complete necessary upgrades or maintenance, Laurel
16 notifies the shipping community via a bulletin posting through T4 including expected
17 start time and duration of the work, along with any services that may be unavailable or
18 limited during that time (specific to certain grades of product, origin or delivery
19 locations, etc.). These scheduled outages are normally posted with 30 days advance
20 notice which, in the vast majority of circumstances, allows shippers adequate time to
21 make alternate plans.

22
23 **Q. What actions does Laurel take to accommodate shippers during outages?**

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Rebuttal Testimony of Thomas R. Zeth

1 A. Most often, shippers are able to make alternate plans as a normal course of business. If
2 shippers notify Laurel of extenuating circumstances or reasons why the planned outage
3 may have unforeseen and unavoidable consequences, Laurel will evaluate to see if the
4 impacts presented are affecting the entire market or if they are specific to a given
5 shipper. If Laurel learns that the outage could have specific, unforeseen impacts to the
6 refined petroleum products market for the area where the outage will occur, then Laurel
7 will look to see if there are other options to complete the work that can avoid or lessen
8 the impact. However, Laurel must consider the needs of the shipping community as a
9 whole, as well as the obligations around maintaining the safety of the assets, ensuring
10 that contractors are available to do the work at other time periods, etc. It is Laurel's
11 general practice to try to accommodate reasonable shipper requests regarding the timing
12 and duration of scheduled outages as Laurel is a service company that seeks to
13 proactively work with our customers. In my experience, if a scheduled outage is
14 announced sufficiently in advance, shippers are able to mitigate the impacts of the
15 outage on their shipments. Altering supply plans is common in this industry, as shippers
16 will do this as part of normal business to optimize. Shipping from other origins,
17 shipping to other destinations, or utilizing other means of supply outside of Laurel are
18 all options that shippers would typically consider.

19

20 **Q. Did Laurel implement these actions with respect to each of the outages identified**
21 **by Mr. Jadlocki?**

22 A. Yes.

23

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Rebuttal Testimony of Thomas R. Zeth

1 **Q. Do the Complainant witnesses make any claims regarding incentive rates to**
2 **Midwest Shippers?**

3 A. Yes. Dr. Morris claims that incentive rates for Midwest shippers on Broadway 3 are
4 not being given to east coast shippers. Exhibit JRM-1, at 72-73. Mr. Summers also
5 claims that offering Buckeye offering incentive rates to Midwest shippers, without
6 Laurel offering the same to East Coast shippers is anticompetitive. Exhibit KFS-1, at
7 11.

8
9 **Q. Please respond to these claims.**

10 A. The incentive interstate rates for Midwest interstate shippers on Broadway 3 are
11 designed to incent multi-year commitments of minimum interstate volume usage of the
12 capacity created by the capital investment of Broadway 3. Stated differently, these
13 interstate rates were designed to incentivize interstate shippers to make commitments
14 necessary to support capital improvements needed to facilitate that service.

15 On the other hand, Laurel does not have an incentive intrastate rate structure for
16 its intrastate shippers because no additional capital investments are necessary to
17 continue to provide intrastate service. In addition, Laurel does not require minimum
18 intrastate volume commitments of its intrastate shippers. Finally, intrastate east-to-west
19 shippers on Laurel are afforded significantly lower tariff costs than what the to-be-filed
20 Broadway 3 tariffs will be. To argue that the Laurel intrastate Tariff is resulting in lost
21 profits for eastern shippers is misleading. Those discounts are for an entirely different
22 interstate service that has specific commitments, involves transportation over
23 substantially different facilities in its Midwest System, and are unrelated to the existing

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Rebuttal Testimony of Thomas R. Zeth

1 intrastate service provided to east-to-west shippers. These are separate rates, for
2 separate services, which have no material relationship. Therefore, the Complainant
3 witnesses' claims should be rejected. Laurel witness Dr. Webb discusses this issue
4 further in his rebuttal testimony (Laurel Statement No. 3-R).

5
6 **VI. REBUTTAL REGARDING COMPLAINANTS' CONCERNS REGARDING**
7 **CHANGES TO THE RVP SCHEDULE**

8 **Q. Do the Complainants make any claims regarding low Reid Vapor Pressure**
9 **("RVP") gasoline?**

10 A. Yes, they do. Dr. Morris testifies that low RVP gasoline translates to lower emissions,
11 and that because East Coast supply sources account for most of the low RVP gasoline
12 in the Pittsburgh area, Pittsburgh may have reduced access to this supply under the
13 proposed Broadway 3 project. Exhibit JRM-1, at 67. Mr. Summers also discusses the
14 RVP schedule and its seasonal fluctuations, highlighting changes he claims Buckeye
15 announced in December 2024 and January 2025 that he claims departed from standard
16 practice as they gave less notice than industry standard. Exhibit KFS-1, at 8-9. He also
17 claims that there will be higher prices, "driven by the cost of switching to lower RVP
18 grades of gasoline earlier than necessary." Exhibit KFS-1, at 11.

19
20 **Q. What was the basis for the RVP change in Winter 2024-2025?**

21 A. The RVP change in Winter 2024-2025 was implemented in concert with discussions
22 had with downstream terminal operators that expressed concern with the ability to
23 properly turn the RVP in the tanks in the spring of 2025 and had requested that the
24 timing be advanced. The feedback requesting this change came in large part from

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1 [BEGIN HIGHLY CONFIDENTIAL] [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED] [END HIGHLY CONFIDENTIAL]

8

9 **Q. How did Laurel communicate this RVP change?**

10 A. Laurel communicated this RVP change in a “Summary of Future Shipper Notebook
11 Changes” as part of a T4 bulletin. That is how Laurel typically communicates these
12 types of changes as T4 bulletins generally reach the entire shipping community. This
13 ensures a common message is distributed, it is received consistently, and can then be
14 discussed in more detail if shippers have questions.

15

16 **Q. Will there be any RVP changes in the future?**

17 A. It is impossible to determine whether there will be any RVP changes in the future as it
18 is impossible to know whether regulations and requirements will change in the future.
19 It is not anticipated that bi-directional operations will result in any changes to the RVP
20 calendar, nor was the aforementioned change made in preparation for the Bi-directional
21 Service Extension.

22

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Rebuttal Testimony of Thomas R. Zeth

1 **VII. LAUREL IS NOT ABANDONING EXISTING EAST-TO-WEST INTRASTATE**
2 **SERVICE**

3 **Q. Earlier in your testimony, do you discuss how the bi-directional operations (both**
4 **existing and the proposed Bi-directional Service Extension) differ from the prior**
5 **full-reversal proposal?**

6 A. Yes. Based upon the comparisons being drawn by the Complainant witnesses to the
7 prior full reversal, it is necessary to discuss the differences between bi-directional
8 operations and the prior full reversal proposal.

9
10 **Q. Are you familiar with Laurel’s prior full reversal proposal?**

11 A. Yes.

12
13 **Q. Please describe the prior full-reversal proposed by Laurel.**

14 A. In the 2016 Application, Laurel proposed to permanently reverse the flow of petroleum
15 products over Line 718. Under this permanent reversal, East Coast products could still
16 reach Pittsburgh by way of pipeline transportation to Eldorado and trucking
17 transportation from Eldorado to Pittsburgh. However, they would no longer have been
18 able to reach Pittsburgh directly via the Laurel pipeline. After the Commission denied
19 Laurel’s proposal to reverse Line 718, Laurel and Buckeye instead pursued bi-
20 directional operation of Line 718, whereby Buckeye would provide a new interstate
21 west-to-east service from points in the Midwest to Eldorado, and Laurel would continue
22 to provide existing intrastate east-to-west service across its entire pipeline system.

23

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Rebuttal Testimony of Thomas R. Zeth

1 **Q. What are the differences between the 2016 Application and existing bi-directional**
2 **service?**

3 A. The prior full reversal involved Laurel no longer providing east-to-west intrastate
4 pipeline transportation service on Line 718, in order for Buckeye to provide new
5 interstate west-to-east service. Existing bi-directional service involves Laurel
6 continuing to provide east-to-west intrastate pipeline transportation service on Line 718,
7 while Buckeye has added its new interstate west-to-east service over this segment of the
8 line.

9

10 **Q. Has the Existing Bi-directional Service in place since 2019 caused Laurel to curtail**
11 **or deny east-to-west transportation service as offered in its Tariff?**

12 A. No.

13

14 **Q. What are the differences between the 2016 Application and the Bi-directional**
15 **Service Extension?**

16 A. First, the prior full reversal proceeding involved just Line 718, while the Bi-directional
17 Service Extension involves Line 720 and 724. Second, like existing bi-directional
18 operations, the Bi-directional Service extension would involve Laurel continuing to
19 provide east-to-west intrastate pipeline transportation service on Lines 720 and 724,
20 while Buckeye will add its new interstate west-to-east service over this segment of the
21 line.

22 These differences make clear that the Bi-directional Service Extension involves
23 the addition of a new (interstate) service.

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Rebuttal Testimony of Thomas R. Zeth

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Q. What are the existing origins and delivery points on Laurel’s system?

A. Laurel’s existing origins and delivery points are set forth in Laurel Exhibit TZ-3, which is its existing PaPUC-approved Tariff. There are two Origins (Chelsea Junction and Girard Point), and a number of Destinations.

Q. Are any origins or delivery points being removed as a result of the Bi-directional Service Extension?

A. No. None at all. Existing bi-directional operations did not result any origin or delivery points being removed. Similarly, the Bi-directional Service Extension does not contemplate and does not require removal of any origin or delivery points.

Q. Will the options available to shippers regarding origins and delivery points change under the proposed expansion of bi-directional service?

A. Yes, they will continue to have the option to conduct intrastate movements from every origin and to every delivery point on the pipeline. In addition, new interstate service will be available over additional segments of the pipeline providing shippers with greater optionality as described above.

Q. Did any of the Complainants’ witnesses state that a shipper will no longer be able to access a given origin or destination point?

A. No. There is no testimony by any Complainant that Laurel is removing access to any point on its pipeline system.

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1 **Q. What does the use of existing bi-directional service by certain of the Complainants**
2 **indicate to you?**

3 A. The use of this service demonstrates that the Complainants, and other shippers, view the
4 optionality provided by bi-directional operations as a benefit. If they did not view it as
5 a benefit, they would not nominate volumes from both directions.

6

7 **VIII. NONE OF THE COMPLAINANTS IDENTIFY NECESSARY OR**
8 **APPROPRIATE REVISIONS THAT MUST BE MADE TO LAUREL’S PUC**
9 **TARIFF BEFORE THE BI-DIRECTIONAL SERVICE EXTENSION CAN**
10 **OCCUR**

11 **A. THE BI-DIRECTIONAL SERVICE EXTENSION IS FULLY**
12 **CONSISTENT WITH LAUREL’S EXISTING PUC TARIFF**

13 **Q. Does Laurel’s current PaPUC tariff contain any provisions relevant to the**
14 **proposed bi-directional service extension?**

15 A. Yes, it does. Item No. 10(B) of the Tariff provides:

16 (B) Subject to the Rules and Regulations contained herein, Commodities will
17 be accepted for transportation at points of Origin at such times as
18 Commodities of the same quality and specifications are currently being
19 transported or Carrier is scheduling such Commodities for shipment from
20 such Origins in accordance with Carrier’s sequence of pumping. Carrier
21 reserves the right to establish and alter pumping sequences and schedules to
22 facilitate the efficient use and operation of its facilities. Carrier may decline
23 to accept certain Commodities with specific product grade specifications
24 based on the operating availability of pipeline facilities or when tankage
25 constraints or other operating conditions do not permit the acceptance of said
26 specific Commodity product grade.

27 In addition, Item No. 90 describes the rules for the proration of the pipeline, which
28 would apply to bi-directional operations.

29

30 **Q. Is the proposed Bi-directional Service Extension consistent with these provisions?**

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1 A. Yes, it is. Both of these provisions permit Laurel to operate the pipeline and establish
2 pumping schedules and sequences in a reasonable and efficient manner, taking into
3 account the volumes nominated to be shipped on the pipeline. Laurel has operated
4 consistent with these provisions since existing bi-directional service was implemented,
5 and will continue to do so under the Bi-directional Service Extension.

6

7 **B. THE REVISIONS TO LAUREL’S TARIFF PROPOSED BY THE**
8 **COMPLAINANTS SHOULD BE REJECTED**

9 **Q. Do the Complainants make any recommendations regarding maximum transit**
10 **times?**

11 A. They do. Ms. Huzicko recommends that the PUC require Laurel to include in its tariff
12 legally enforceable maximum transit times between all origin and destination points for
13 all origin and destination points in Pennsylvania. She proposes that, “maximum transit
14 times set for each origin/destination pair should be set to equal no more than 125% of
15 the average transit times for calendar years 2016 – 2018, the period preceding bi-
16 directional service. If any deliveries exceed such maximum transit times, then Laurel
17 should apply a 10% discount to the PUC tariff charges, for each day of delay, for the
18 applicable billing cycle.” Exhibit SH-1, at 10-11.

19

20 **Q. Is this recommendation feasible?**

21 A. No, it is neither feasible nor reasonable. It is not disputed that transit times are based
22 primarily upon volumes nominated. Laurel cannot control the volumes nominated by
23 shippers, so attempting to hold Laurel responsible for transit times makes no sense. In
24 addition, Ms. Huzicko identifies no other pipeline that has such tariff provisions in

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Rebuttal Testimony of Thomas R. Zeth

1 place, nor would I expect such provisions to exist. It is, essentially asking for something
2 that is impossible. This impossibility is further highlighted by the fact that she seeks to
3 rely upon 2016-2018 transit times, which included volumes from the PES refinery. PES
4 no longer exists, and utilization of Laurel’s system has substantially declined since it
5 was shuttered. Based upon these serious flaws, I submit that this idea be rejected.

6
7 **Q. Did the Complainants propose any other modifications or revisions to the tariff?**

8 A. No. Other than the infeasible proposal advanced by Ms. Huzicko, no other witness,
9 including Complainants’ external witnesses, identified provisions in Laurel’s Tariff that
10 needed to be revised or eliminated, or otherwise proposed new provisions that must be
11 added in order for the Bi-directional Service Extension to be implemented. And, it
12 makes sense why not. The terms and conditions of Laurel’s existing intrastate service,
13 which is governed by its PaPUC-approved Tariff, are not changing. The change being
14 made is the addition of new interstate service by Buckeye which is simply not governed
15 by the PaPUC Tariff of Laurel.

16
17 **IX. NONE OF THE COMPLAINANTS IDENTIFY NECESSARY OR**
18 **APPROPRIATE REVISIONS THAT MUST BE MADE TO THE EXISTING**
19 **CAPACITY USE AGREEMENT**

20 **Q. What claims are raised in the Complaint regarding the Capacity Use Agreement?**

21 A. While none of the Complainant witnesses address the Capacity Use Agreement in their
22 testimony, the Complaint did allege that the agreement confirms “the availability of
23 capacity on the Laurel Pipeline to provide service under the TSAs Buckeye has executed
24 with customers for west-to-east interstate service utilizing the L718.” Complaint ¶31.

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Rebuttal Testimony of Thomas R. Zeth

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Q. Please explain the existing Capacity Use Agreement?

A. A copy of this document is provided as Laurel Exhibit TZ-4. The Capacity Use Agreement is the mechanism by which interstate movements of petroleum products are made by Buckeye on the Laurel pipeline system in Pennsylvania. To be clear, this interstate transportation service is provided by Buckeye, pursuant to FERC-approved tariffs and a Commission-approved pipeline capacity agreement under which Laurel provides capacity to Buckeye for its interstate service.

Q. Can the Bi-directional Service Extension occur without an amendment to the existing Capacity Use Agreement?

A. Yes, it can. Section 6(a) of the existing Capacity Use Agreement states:

Subject to the provisions of subsection 6(b), Laurel may, within its discretion and if capacity is available, provide Buckeye the right to ship more than the full Capacity during the first twelve (12) months of the Initial Term, or during any subsequent twelve (12) month period occurring within the Initial Term, or during any Renewal Term, and in such event Laurel and Buckeye agree that Buckeye shall pay additional capacity use charges as described below (“supplemental charge”).

This provision allows Buckeye to increase the amount that it transports pursuant to the Capacity Use Agreement, over and potentially far above the 60,000 BPD it has agreed to transport, by paying an additional charge to Laurel. However, this ability is limited by available capacity on the pipeline and Laurel’s discretion. In addition, it is limited by other terms in the Capacity Use Agreement that guarantee available physical east-to-west capacity on the Laurel pipeline through December 31, 2026 (i.e., subsection 6(b)).

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1 These provisions permit Buckeye to implement the new interstate service without
2 revising the existing Capacity Use Agreement.

3

4 **Q. Have any of the Complainant witnesses proposed revisions to the existing Capacity**
5 **Use Agreement?**

6 A. No. While the Complainants alleged that the existing Capacity Use Agreement
7 somehow prohibits the Bi-directional Service Extension, none of the witnesses actually
8 explain how that is the case. Again, this is another instance of the Complainants saying
9 that Laurel “must” do something in order for the Bi-directional Service Extension to
10 occur, but then not identifying what Laurel must actually do or explaining why it must
11 do it.

12

13 **X. AN ALTERNATE WAY FORWARD**

14 **Q. Mr. Zeth, what is your understanding of what the Complainants are actually**
15 **seeking in this proceeding?**

16 A. I and other Laurel witnesses have explained how the Bi-directional Service Extension
17 can be implemented without impacting existing east-to-west intrastate service.
18 Moreover, no Complainant actually filed a complaint against existing bi-directional
19 service until the extension was announced. Thus, outside of the infeasible, unreasonable
20 requests identified above, it appears that the Complainants may be seeking some
21 assurance or guarantee that the Bi-directional Service Extension will not result in Laurel
22 deciding to stop the provision of east-to-west intrastate service over its system.

23

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Rebuttal Testimony of Thomas R. Zeth

1 **Q. Why do you say it “appears” that the Complainant want such an assurance or**
2 **guarantee?**

3 A. I say this because despite alleging such assurances and guarantees were required as a
4 part of the Complaint, no witness actually advances a set of proposed assurances or
5 guarantees that can actually be implemented or to which Laurel could respond in this
6 case. Unless the Complainants’ only motivations in this case are (a) to prevent
7 additional competition from entering Pennsylvania (as discussed in the rebuttal
8 testimony of Laurel witness Dr. Webb, Laurel Statement No. 3-R) or (b) to extract
9 unreasonable rate and service concessions from Laurel (as discussed above with respect
10 to the Complainants’ requests for discounted rates and guaranteed transit times), then it
11 seems they must be seeking a similar guarantee of east-to-west capacity that was agreed
12 upon in the 2019 Settlement.

13
14 **Q. Would Laurel be willing to make any amendments to its Tariff to provide the**
15 **Complainants with assurances and guarantees that are similar in kind to those**
16 **agreed upon in the 2019 Settlement?**

17 A. In order to remove all doubt as to its intentions not to abandon intrastate service as a
18 part of the Bi-directional Service Extension, and if the PUC is inclined to require some
19 sort of action by Laurel prior to the initiation of the extension to confirm no
20 abandonment will occur, then Laurel submits that it would be willing to amend its
21 existing PaPUC Tariff and the existing Capacity Use Agreement in the following ways,
22 which will implement similar protections to those approved in the 2019 Settlement.

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Rebuttal Testimony of Thomas R. Zeth

- 1 • Laurel will amend its PaPUC Tariff to extend the existing 120,000 bpd East-to-
- 2 West Capacity Guarantee to Lines 718, 720 and 724, and have the guarantee
- 3 remain in effect until December 31, 2028.
- 4 • Laurel will also amend its Capacity Use Agreement to reflect this revision, if
- 5 necessary.

6 By implementing these guarantees, Laurel is confirming that sufficient intrastate

7 capacity over its system will remain available to the Complainants and that east-to-west

8 intrastate service will continue. At the same time, Laurel will be able to more efficiently

9 utilize its system, and provide shippers with additional optionality and additional supply

10 sources.

11 From the outset, Laurel has been clear that the Bi-directional Service Extension

12 does not intend or require and will not involve a permanent cessation of east-to-west

13 intrastate service. While Complainants have simply failed to identify that such a

14 cessation will occur, Laurel is clearly stating its willingness to extend the East-to-West

15 Capacity Guarantee as described above in order to remove any and all doubts as to its

16 intent.

17

18 **XI. CONCLUSION**

19 **Q. Does this conclude your rebuttal testimony?**

20 **A. Yes, it does.**

LAUREL EXHIBIT TZ-1

PENNSYLVANIA
PUBLIC UTILITY COMMISSION

Application Docket No. 84093
Folder 2

Application of LAUREL PIPE LINE COMPANY for approval of the beginning of the exercise of the right, power or privilege of transporting, storing and distributing petroleum and petroleum products by means of pipelines and appurtenances, for the public, such facilities extending generally westwardly from a point near the City of Philadelphia to a point in the vicinity of the City of Pittsburgh, thence in a northwestwardly direction to the Pennsylvania-Ohio boundary line.

REPORT AND ORDER

BY THE COMMISSION:

This matter being before the Pennsylvania Public Utility Commission upon application of LAUREL PIPE LINE COMPANY, filed January 31, 1957, for approval of the beginning of the exercise of the right, power or privilege of transporting, storing and distributing petroleum and petroleum products by means of pipelines and appurtenances, for the public, such facilities extending generally westwardly from a point near the City of Philadelphia to a point in the vicinity of the City of Pittsburgh, thence in a northwestwardly direction to the Pennsylvania-Ohio boundary line, as more fully described in said application, and having been duly presented in accordance with the rules of the Commission, and full investigation of the matters and things involved having been had, the Commission finds and determines that the granting of said application is necessary or proper for the service, accommodation, convenience or safety of the public, and that a certificate of public convenience issue evidencing the Commission's approval thereof:

NOW, to wit, March 18, 1957, IT IS ORDERED: That a certificate of public convenience issue evidencing the Commission's approval of the said application, as above determined.

PENNSYLVANIA
PUBLIC UTILITY COMMISSION

ATT ST:

Leachman
Chairman

William P. Roau
Secretary

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MARCH 21 1957
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PENNSYLVANIA
PUBLIC UTILITY COMMISSION

APPROVED CHECKED
GRANTED AND APPROVED

IN THE MATTER OF THE APPLICATION OF
LAUREL PIPE LINE COMPANY,
under Section 201(b), Article II, of the
Public Utility Law, for approval of the be-
naming of the exercise of the right, power
or privilege of transporting, storing and
distributing petroleum and petroleum
products by means of pipelines and appurte-
nances, for the public, such facilities
extending generally westwardly from a point
near the City of Philadelphia to a point in
the vicinity of the City of Pittsburgh, thence
in a northwesterly direction to the Pennsylvania-
Ohio boundary line.

CERTIFICATE
OF
PUBLIC CONVENIENCE

The Pennsylvania Public Utility Commission hereby certifies that after an investigation
and/or hearing had on the above entitled application, it has, by its report and order made and entered,
a copy of which is attached hereto and made a part hereof, found and determined that the granting of
said application is necessary or proper for the service, accommodation, convenience and safety of the
public, and this certificate is issued evidencing its approval of the said application as set forth in said
report and order.

In Testimony Whereof, The PENNSYLVANIA PUBLIC UTILITY COMMISSION has caused
these presents to be signed and sealed, and duly attested by its Secretary at its office in the city of
Harrisburg this 18th day of March, 1957.

PENNSYLVANIA
PUBLIC UTILITY COMMISSION

Attest:

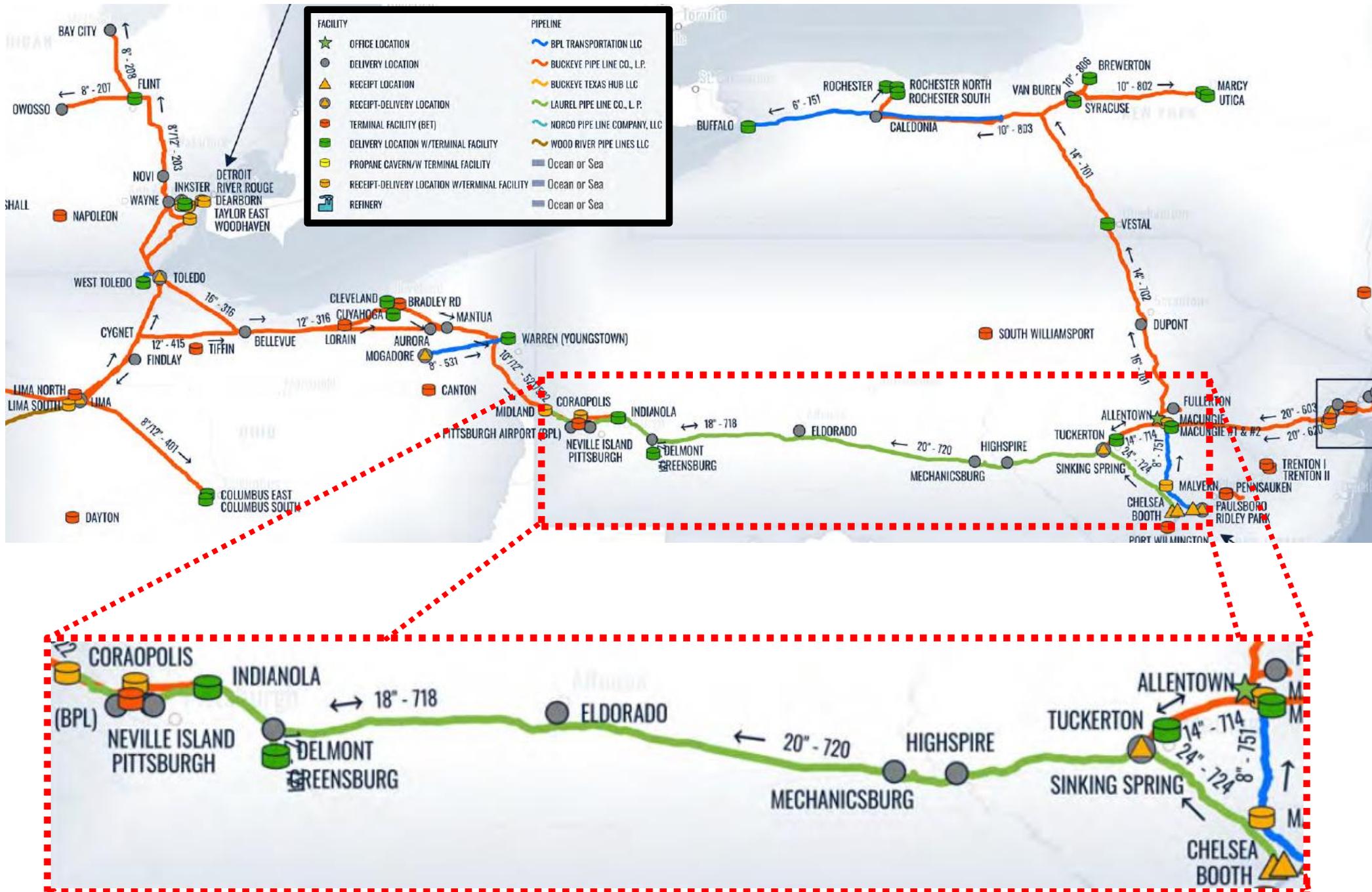
Leon Schwartz
Chairman

William P. Roan
Secretary

MAR 21 1957
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LAUREL EXHIBIT TZ-2

Laurel / Buckeye System Map



LAUREL EXHIBIT TZ-3

Pa. PUC No. 81
(Cancels Pa. PUC No. 80)

LAUREL PIPE LINE COMPANY, L.P.

LOCAL AND JOINT TARIFF

In Connection With

Buckeye Pipe Line Company, L.P.

Applying On The Intrastate Transportation Of

REFINED PETROLEUM PRODUCTS

From

POINTS IN PENNSYLVANIA

To

POINTS IN PENNSYLVANIA

Governed by the Rules and Regulations published in
Laurel Pipe Line Company, L.P.'s Tariff Pa. PUC No. 79
Supplements thereto and reissues thereof.

ISSUED: DECEMBER 1, 2011

EFFECTIVE: JANUARY 1, 2012

The provisions published herein, if effective, will not result in an effect on the quality of the human environment

Issued by:
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General Partner of
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Compiled by:
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TABLE OF RATES

Rates in Cents Per Barrel of 42 United States Gallons

TO: (Destinations) County Code			FROM: (Origins)	
			CHELSEA JUNCTION <i>Philadelphia</i>	GIRARD POINT <i>Philadelphia</i>
			CH	GP
CARLISLE	<i>Cumberland</i>	CR	42.2	43.5
CORAOPOLIS	<i>Allegheny</i>	CP	62.1	63.4
DELMONT	<i>Westmoreland</i>	DM	56.9	58.2
ELDORADO	<i>Blair</i>	DG	48.9	50.2
GREENSBURG	<i>Westmoreland</i>	GR	57.9	59.2
HIGHSPIRE	<i>Dauphin</i>	HS	37.1	38.4
INDIANOLA	<i>Allegheny</i>	ND	77.1	78.4
MECHANICSBURG	<i>Cumberland</i>	MG/MT	38.4	39.7
MIDLAND	<i>Beaver</i>	ZD	68.4	69.7
NEVILLE ISLAND	<i>Allegheny</i>	NA	67.1	68.4
NEW KINGSTOWN	<i>Cumberland</i>	KT	39.3	40.6
PITTSBURGH	<i>Allegheny</i>	PG	61.4	62.7
SINKING SPRING	<i>Berks</i>	SN	31.6	32.9
TIOGA JUNCTION	<i>Allegheny</i>	TT	72.1	73.4

Segregated Batch Handling Fee:

All Segregated Batches of less than 50,000 barrels shall be assessed a handling fee calculated as follows:

$$\text{Handling Fee} = (50,000 - T) \times \$0.05$$

Where T is the number of barrels shipped in the Segregated Batch.

TABLE 2: VOLUME BASED RATE

Rates in Cents Per Barrel of 42 United States Gallons

[U] Unchanged Rate: All rates on this page are unchanged unless otherwise indicated.		VOLUME CRITERIA FOR RATE APPLICATION		RATE
				FROM: (Origin)
				PENNSYLVANIA
TO:	<i>County</i>	Annual Volume is equal to or greater than	and annual volume is less than	TIOGA JUNCTION
(Destination)	<i>Allegheny</i>			<i>Allegheny</i>
	Code			TT
PENNSYLVANIA				
		0	1,250,000	25.00
PITTSBURGH		1,250,000	1,450,000	21.00
INTERNATIONAL	<i>Allegheny</i>	1,450,000	1,650,000	18.00
AIRPORT		1,650,000	1,850,000	16.00
	PA	1,850,000	2,250,000	14.50
		2,250,000		13.50

Application of Volume Based Rate in Table 2

(1) General Application:

The rate for the transportation of aviation turbine fuel between the origin and destination named in Table 2 will be uniformly determined for all shippers by applying the rate which corresponds to the stated volume criteria using the consolidated total of all shippers' barrels delivered to Pittsburgh International Airport from Tioga Junction during the prior calendar year as the volume measure.

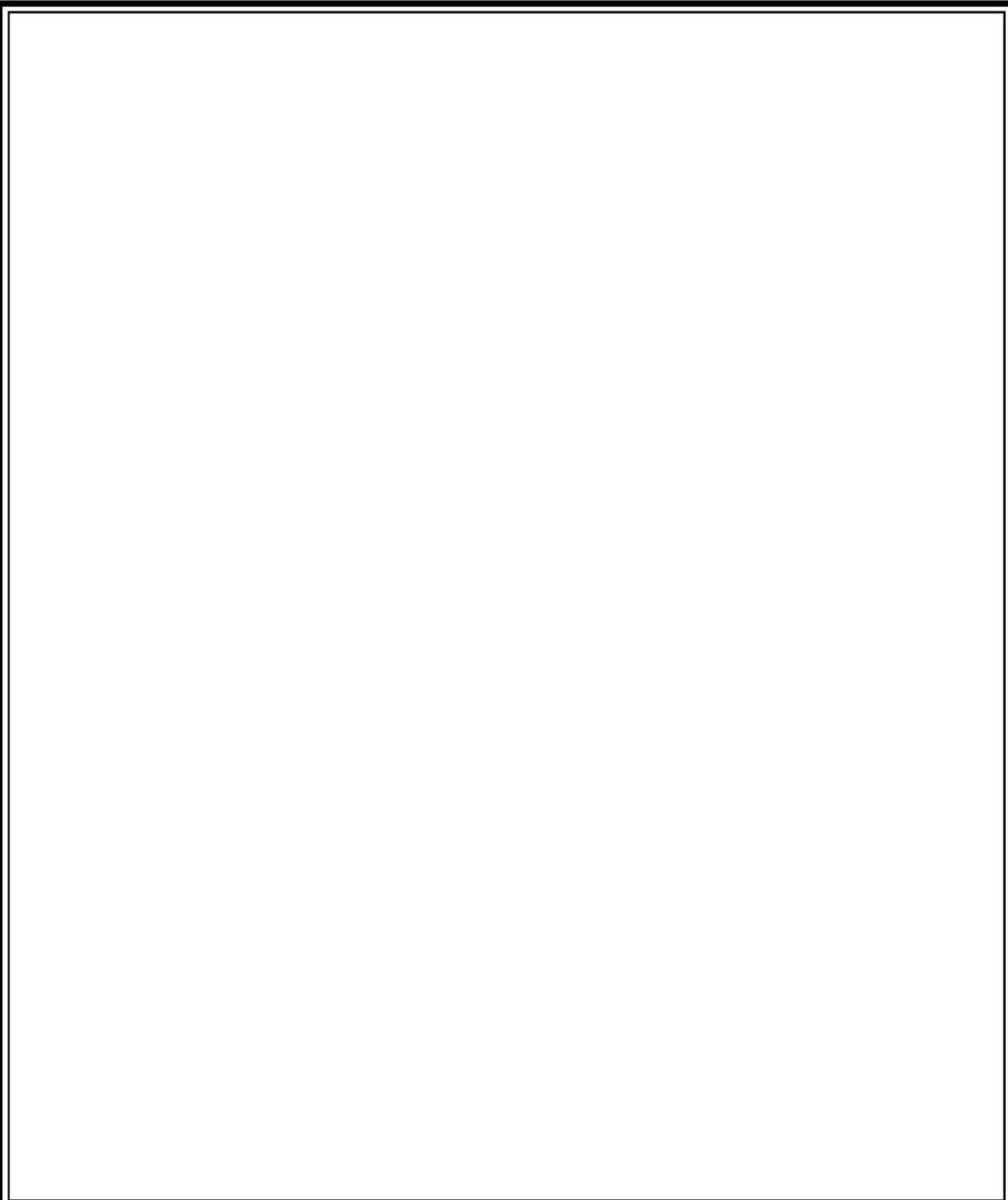
(2) Initial Rate:

The initial rate will be 18.00¢ per barrel. This initial rate will apply to all volumes received starting with the effective date of this tariff through December 31, 2009.

(3) Annual Determination:

Commencing in 2010 and in each subsequent year, the rate for the new calendar year will be determined by total barrels delivered in the prior twelve month period commencing October 1 and ending September 30. The rate will be effective starting of January 1st for and apply on all barrels received during that calendar year. For example, if total barrels delivered during the period from October 1, 2008 through September 30, 2009 were greater than or equal to 1,850,000 barrels but less than 2,250,000 barrels, the rate for the calendar year 2010 would be 14.50¢.

[N] The applicable rate in calendar year 2012 will be 18.00¢ per barrel.



Explanation of Reference Marks:

- [N] New
- [W] Change in Wording Only
- [U] Unchanged Rate

Pa. PUC No. 83
(Cancels Pa. PUC No. 82)

LAUREL PIPE LINE COMPANY, L.P.

RULES AND REGULATIONS TARIFF

Governing the

TRANSPORTATION

of

PETROLEUM PRODUCTS

by

PIPELINE

BETWEEN POINTS IN TARIFFS MAKING REFERENCE HERETO

The Rules and Regulations, published herein, apply only under tariffs making specific reference by Pa. PUC Number to this tariff; such reference will include supplements thereto and successive issues thereof.

ISSUED: April 24, 2024

EFFECTIVE: July 1, 2024

The provisions published herein, if effective, will not result in an effect on the quality of the human environment

Issued by:

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EXPLANATION OF ABBREVIATIONS

ABBREVIATIONS	EXPLANATION
%	Per Cent
A.P.I.	American Petroleum Institute
A.S.T.M.	American Society for Testing Materials
F.E.R.C.	Federal Energy Regulatory Commission
No.	Number
PaPUC	Pennsylvania Public Utility Commission
P.S.I.G.	Pounds per Square Inch Gauge

PARTICIPATING CARRIERS

NAME OF CARRIER

Buckeye Pipe Line Company, L.P.

GENERAL APPLICATION

Rules and regulations published herein apply only in connection with tariffs which make specific reference by number to this tariff; such reference will include supplements hereto and successive issues hereof.

Commodities as specified and defined herein will be transported through Carrier's facilities only as provided in this rules and regulations tariff, except that specific rules and regulations published in individual tariffs will take precedence over rules and regulations published herein.

ITEM NO. 5 - DEFINITIONS

Barrel For all Commodities except liquefied petroleum gases, means 42 United States gallons at 60 degrees Fahrenheit and zero P.S.I.G. For liquefied petroleum gases, means 42 United States gallons at 60 degrees Fahrenheit and equilibrium vapor pressure.

Batch Means a quantity of one Commodity moved in a pipeline as an identifiable unit. A Batch shall be designated by the Shipper as Segregated or Fungible, as follows:

- (1) A "Segregated Batch" is a quantity of one Commodity meeting the specifications set forth in Item 15, for which the Shipper desires separate identity and segregation so as to deliver, as nearly as reasonably practicable, the identical Commodity received. Transportation of a Batch as a Segregated Batch is subject to the availability of tankage.
- (2) A "Fungible Batch" is a quantity of one Commodity which meets Carrier's established specifications and may be commingled with other Batches of Commodities meeting the same specifications for pipeline movement.

Carrier Means and refers to Laurel Pipe Line Company, L.P. and other Carriers participating in joint tariffs as shown in tariffs making specific reference to this tariff publication.

Commodity Means and refers to refined petroleum products, intermediate petroleum products, liquefied petroleum gas, and aviation turbine fuel as specified and defined in Item 15 "Specifications of Commodities."

Consignee Means the party or Delivery Tanker to whom a Shipper has ordered the delivery of Commodities to a Destination.

Destination Means the specific location on Carrier's system as designated in its tariff where Carrier delivers Commodities.

Nomination Means a designation or electronic communication from a Shipper to Carrier of an approximate quantity of Commodities for transportation from a specified Origin(s) to a specified Destination(s) over a period of one calendar month.

Origin Means the specific location on Carrier's system as designated in its tariff where Carrier accepts Commodities for shipment.

- Shipper Means the party who contracts with the Carrier for transportation under the terms of this tariff.
- Supply Source Means the connecting facility or Receipt Tanker from whom a Shipper has ordered delivery of Commodities to Carrier's receipt manifold at a specified Origin.
- Tanker..... Means the connecting facility where the Shippers Commodities are being originated from (Receipt Tanker) or delivered to (Delivery Tanker).
- Tender An offer by a Shipper to the Carrier of a stated quantity of Commodities for transportation from a specified Origin to a specified Destination or Destinations.

ITEM NO. 10 - COMMODITY

- (A) Carrier will transport Commodities as specified and defined in Item 15 exclusively; no other materials qualify for transportation hereunder.
- (B) Subject to the Rules and Regulations contained herein, Commodities will be accepted for transportation at points of Origin at such times as Commodities of the same quality and specifications are currently being transported or Carrier is scheduling such Commodities for shipment from such Origins in accordance with Carrier's sequence of pumping. Carrier reserves the right to establish and alter pumping sequences and schedules to facilitate the efficient use and operation of its facilities. Carrier may decline to accept certain Commodities with specific product grade specifications based on the operating availability of pipeline facilities or when tankage constraints or other operating conditions do not permit the acceptance of said specific Commodity product grade.

ITEM NO. 15 - SPECIFICATION OF COMMODITIES

- (A) General Specifications:

SPECIFICATION A - Refined Petroleum Products and Aviation Turbine Fuel

- (1) Refined Petroleum Products and Aviation Turbine Fuel shall have an A.P.I. gravity at 60 Degrees Fahrenheit of not less than 25 Degrees and not more than 80 Degrees; have a viscosity not more than 4.3 centistokes at 100 Degrees Fahrenheit; have a vapor pressure not more than 15 P.S. I. Reid; and have a color not darker than No. 3 A.S.T.M., except that distillates to which artificial coloring has been added will be accepted for transportation regardless of color after addition of dye. In addition, gasolines shall not have a Reid vapor pressure in excess of the "applicable standard" as determined by the United States Environmental Protection Agency or any more stringent state requirement from time to time in effect.

This specification includes the products of petroleum commonly known as gasoline, kerosene, aviation turbine fuel, fuel oil distillate and diesel fuel.

- (2) For gasoline tendered for transportation, Shipper must inform Carrier of the percentage by volume and kind of any blending components used which are not pure hydrocarbons. The use of methanol and ethanol as blending components is prohibited.

- (3) For Commodities tendered for transportation as a Fungible Batch, Carrier may require the Shipper to furnish certified laboratory reports showing the results of tests of the Commodities offered for transportation. Carrier may also make such tests of the Commodities as it deems desirable, but Carrier shall be under no obligation to make such test. In the event of variance between Carrier's test and Shipper's certificate, Carrier's test shall prevail.

SPECIFICATION B - Intermediate Petroleum Products

Intermediate Petroleum Products shall have an A.P.I. gravity at 60 Degrees Fahrenheit of not less than 10 Degrees and not more than 95 Degrees; have a vapor pressure not more than 15 P.S.I. Reid; have a viscosity not greater than 100 centistokes at the anticipated pipeline temperature; and have a pour point at least 5 Degrees Fahrenheit below the anticipated minimum products temperature at any point in Carrier's pipeline system.

This specification includes the products of petroleum commonly known as gas oil, cat feedstock, alkylate, iso-pentane, naphthas and mixtures of aromatic products.

- (B) Carrier shall have no obligation to accept Commodities for transportation if such Commodities contain water or other impurities.
- (C) Commodities shall be accepted for transportation only when such Commodities meet all the required Federal, state and local regulations and the Carrier's published Commodity Specifications as published in the Carrier's Shipping Information Notebook. A copy of the Commodity Specifications may be obtained from the Carrier by writing to: Buckeye Partners, Attn: Measurement and Quality Control, 9999 Hamilton Blvd. 5 TEK Park, Breinigsville, PA 18049-0368, or by calling 610-904-4000.
- (D) Carrier will require the Shipper to demonstrate that Commodities tendered for transportation meet required specifications as prescribed herein. Such demonstrations will include a data sheet showing key products specifications prior to Carrier's acceptance of Commodities, and a certification of analysis of product quality for each Commodity Batch tendered.

ITEM NO. 20 - ORIGIN AND DESTINATION FACILITIES

- (A) Shipper shall furnish necessary facilities at the Supply Source to deliver Commodities to Carrier's pump suction manifold at a pumping rate equal to Carrier's pipeline pumping rate at such Supply Source (or injection point if applicable) at a minimum pressure of 50 P.S.I.G., unless a lower pumping rate or pressure is designated.

Carrier may agree to accept Commodities at less than the full pipeline pumping rate provided space is available after all other Nominations have been scheduled and under such other terms as the Carrier may specify.

- (B) Shipper or Consignee shall furnish the necessary facilities at Destination capable of receiving Commodities promptly as they arrive at the full pipeline pumping rate and pressure, unless a lower pumping rate or pressure is designated.

ITEM NO. 25 - QUANTITIES TENDERED AT ORIGINS

The minimum quantity of Commodities which will be accepted for transportation from a single Shipper from a single Supply Source for movement as a Segregated or Fungible Batch shall be 10,000 Barrels.

ITEM NO. 30 - MINIMUM DELIVERIES

The minimum quantity of Commodities which shall be delivered to any Destination shall be 2,500 Barrels.

ITEM NO. 35 - BUFFER MATERIAL

In order to protect the quality of Commodities in transit, the Carrier, as a condition of shipment, may require the Shipper to furnish buffer material in kind and quantity satisfactory to the Carrier. Carrier will deliver such buffer material, which may include other Commodities commingled with it, into the facilities which shall be supplied by the Shipper or Consignee at Destination.

Carrier reserves the right to determine the quality and quantities of Commodities commingled and included in deliveries of buffer material to the Shipper or Consignee at Destination, and the Shipper shall pay charges on such buffer material in accordance with this tariff and/or of tariffs making reference hereto at the same rate as the Commodities transported.

ITEM NO. 40 - IDENTITY OF AND MIXING OF COMMODITIES

It is inherent in the operations of a petroleum pipeline that interface mixtures will occur between Batches of different Commodities. Carrier shall not be liable for variations in gravity or quality of Commodities occurring while in its custody resulting from any cause other than the negligence of the Carrier, and Carrier is under no obligation to deliver the identical Commodities received, but may deliver Commodities of substantially the same specifications. Normal commingling which occurs between Batches shall be divided as equitably as possible among the Shippers by the Carrier.

With respect to Segregated Batches, Carrier will, subject to the foregoing and to the extent permitted by Carrier's facilities, make delivery at Destination of substantially the identical Commodities received at Origin; provided, however, that because it is impractical to maintain absolute identity of each Batch of Commodities, Carrier is permitted to make reasonable substitution of Commodities having substantially the same specifications.

ITEM NO. 45 - GAUGING, METERING, TESTING AND DEDUCTIONS

- (A) When received, Commodities will be gauged or metered and may be tested by a representative of the Carrier, and the Shipper or Consignee shall have the privilege of being present or represented at the gauging, metering and/or testing. Should Shipper or Consignee not avail themselves of the right to be present at the time or times of measuring and testing pursuant to the terms of this Item, then, and in that event, it shall be presumed that Carrier's records of quantities of Commodities received or delivered by Carrier are correct. If tank gauges are used, quantities will be computed from regularly compiled tank tables showing 100% of the full capacity of the tanks.

- (1) Commodities shall be received and delivered on the basis of volume corrected for temperature from observed degrees Fahrenheit to the basis of 60 Degrees Fahrenheit and pressure from observed values to zero P.S.I.G.
 - (2) The net balance at 60 Degrees Fahrenheit will be the quantity deliverable by the Carrier, except as otherwise provided in Item 80.
- (B) Full volume deductions will be made for all water in Commodities received or delivered as determined by recognized means.
- (C) Products losses due to evaporation, interface mixtures and other routine shrinkage factors are inherent in products pipeline operations. The total overage or shortage resulting from Carrier's operation will be allocated to each Shipper's account on an accrual basis calculated by the proportion of the Shipper's total delivered volumes to the total volumes delivered by the Carrier during the same period. Carrier will account to each Shipper for all Petroleum Products received and will settle for net products gains and losses from normal operations based on prevailing prices in the Carrier's areas of operations.

ITEM NO. 50 - TRANSPORTATION CHARGES

- (A) Transportation charges will be assessed and collected on the basis of the number of Barrels actually delivered at Destination, subject to temperature and/or compressibility corrections and deductions as provided for in Item 45.
- (B) Transportation charges and other lawful charges accruing on Commodities accepted for transportation, based on the rates applicable from Origin to Destination to which Commodities are delivered, shall be paid by the Shipper on demand and prior to the release of Commodities from custody of the Carrier unless arrangements satisfactory to Carrier are made prior to acceptance of Commodities. If required by the Carrier, charges shall be prepaid by the Shipper prior to acceptance of Commodities by the Carrier. No prior course of dealing between the parties shall constitute a waiver of Carrier's right to require payment on demand or prepayment of charges. Carrier shall have a lien and security interest to the fullest extent permitted by law on all Commodities in its possession to secure all unpaid transportation and other lawful charges due from the Shipper and Carrier may withhold all or a portion of Commodities from delivery until all charges have been paid. Carrier's rights under this Item are not exclusive but shall be in addition to any other rights or remedies available hereunder or under applicable law.
- (C) In the event that an invoice for transportation or other lawful charges is not paid to Carrier in full when due, the Shipper will pay to Carrier interest on the outstanding amount from original invoice date until paid at an annual rate equal to the lower of four percent (4%) over the prime interest rate published by *The Wall Street Journal* as of the invoice date or the highest lawful rate permitted.

ITEM NO. 55 - APPLICATION OF RATES

Commodities transported shall be subject to rates, rules and regulations governing the transportation of such Commodities which are in effect on the date such Commodities are received by the Carrier at their Origin regardless of the date of Tender.

ITEM NO. 60 - APPLICATION OF RATES FROM AND TO INTERMEDIATE POINTS

- (A) Carrier will receive Commodities for transportation only from and to established Origins and Destinations.
- (B) Commodities received from an established Origin on Carrier's lines which is not named in tariff making reference hereto, but which is intermediate to an Origin from which rates are published in said tariffs, through such unnamed Origin, will be assessed the rate in effect from the next more distant Origin, published in the tariff.
- (C) Commodities delivered to an established Destination on the Carrier's lines which is not named in tariff making reference hereto, but which is intermediate to a Destination to which rates are published in said tariffs, through such unnamed Destination, will be assessed the rate in effect to the next more distant Destination published in the tariff.

ITEM NO. 65 - DIVERSION OR RECONSIGNMENT

Diversion or reconsignment of Destination may be made if requested by the Shipper prior to delivery at original Destination, subject to the rate, rules and regulations applicable from point of Origin to point of final Destination, except that no backhaul movement will be made.

ITEM NO. 70 - SEPARATE PIPELINE AGREEMENTS

Separate agreements in association with pipeline connections or other facilities ancillary to the Carrier's pipeline system and in accordance with this tariff may be required of any Shipper or Consignee before any obligation to provide transportation shall arise.

ITEM NO. 75 - TITLE

Unless arrangements satisfactory to Carrier are made prior to acceptance of Commodities, Carrier shall have no obligation to accept any Commodity which is in litigation, or as to which a dispute of title may exist or which may be subject to any lien or other encumbrance. Tenders submitted by Shipper shall be considered as a warranty of title and absence of encumbrance, and Carrier shall have no obligation to make inquiry with respect thereto. No acceptance of such Commodities by Carrier shall constitute a waiver or subordination of Carrier's lien under Item 50 or any other rights hereunder.

ITEM NO. 80 - LIABILITY OF CARRIER

While in the possession of any Commodity herein described, Carrier shall not be liable for any loss, damage or delay caused by an act of God, public enemy, accident, government regulation, strikes or other labor dispute, riots, fire, floods, or act or default of Shipper or Consignee, or from any other cause outside of the reasonable control of the Carrier whether similar or dissimilar to the causes herein enumerated. In such cases, the Shipper shall bear the loss in the same proportion as the amount accepted for transportation and actually in the Carrier's custody bears to the whole of the property of all Shippers in the Carrier's custody at the time of such loss and shall be entitled to receive only such portion of its shipment as is left after deducting its due proportion of the loss. Statements of quantities ascertained and computed from the records in the usual manner by the Carrier shall be accepted as prima facie correct in the distribution of such losses under this Item.

Carrier shall not be liable for discoloration, commingling, contamination, or deterioration of Commodities transported unless same is caused by the negligence of Carrier. Carrier's liability to Shipper or Consignee for any claim of negligence or other loss shall be limited to the value of the Commodities transported and related transportation charges. In no event shall Carrier be liable for any indirect, special, incidental or consequential damages, lost profit or other economic loss.

ITEM NO. 85 - CLAIMS, SUITS, TIME FOR FILING

As a condition precedent to recovery, claims must be filed in writing with Carrier within nine months after delivery of the Commodities or in case of failure to make delivery, then within nine months after a reasonable time for delivery has elapsed, and suit shall be instituted against Carrier only within two years and one day from the day that notice in writing is given by Carrier to the claimant that Carrier has disallowed the claim or any part or parts thereof specified in the notice. Where claims for loss or damage are not filed with Carrier or suits are not instituted thereon in accordance with the foregoing provisions, Carrier will not be liable thereon.

ITEM NO. 90 - PRORATION OF PIPE LINE CAPACITY

(A) Application

This proration rule will be applied separately to each line segment or facility when, during any period, the total volume of Commodities nominated for shipment through any segment or facility of the Carrier's pipelines is in excess of the capacity of said segment or facility. Until December 31, 2026, outside of force majeure circumstances that impact Laurel's ability to provide such capacity, the available, physical capacity of east-to-west transportation on Carrier's system between Coraopolis and Duncansville, Pennsylvania (this segment also being known as "Line 718" or "L718") will be no less than 1,200,000 barrels per cycle (which is 120,000 barrels per day times ten days in a cycle), unless that obligation is terminated or modified earlier in accordance with the terms of the Settlement Agreement in PUC Docket No. C-2018-3003365 and FERC Nos. IS19-277-000, IS19-277-001, IS19-278-000 and IS19-278-001.

(B) Definitions

For the purposes of this Item, the following terms are defined as:

Allocation means the pipeline capacity, expressed either in average barrels per day or total barrels, which Buckeye apportions to a given Shipper during the period of proration.

Base Period means that period within which actual deliveries made for the account of a Shipper to terminals, connecting carriers and refineries at particular locations moved through the line segment or facility being prorated are taken into account for purposes of prorating pipeline capacity. It will consist of a continuous moving base of 12 consecutive calendar months beginning 14 months prior to the period of proration and ending 2 months preceding the period of proration. Such base period may include intervals when no proration is in effect.

Binding Nomination means the final Nomination tendered by a Shipper for a prorated line segment or facility after being advised that said line segment or facility is over nominated and subject to proration.

New Shipper means (1) a Shipper which does not qualify as a Regular Shipper but does satisfy the shipping requirements of Buckeye's Rules and Regulations Tariff. At the end of 14 consecutive calendar months from the beginning of the first month in which a New Shipper begins using any segment or facility of the Carrier's pipeline system (whether prorated or not), it will become a Regular Shipper and the actual volumes delivered for its account over the pipeline segment or facility being prorated will become the basis for pipeline capacity allocation in the same manner as for other Regular Shippers.

Or (2) a Shipper who has not shipped any volumes in the prorated segment or facility during any non-prorated month during the base period

Regular Shipper means a Shipper which: (1) has used the pipeline segment subject to allocation during at least one month of the base period, and (2) does not meet the definition of "New Shipper", and (3) has volumes nominated for its account on the prorated segment or facility during the period of proration. If a Shipper, that would otherwise be classified as a New Shipper, has a volume history in the prorated segment or facility such that calculating Shippers Allocation classifying the Shipper as a Regular Shipper results in a larger allocation than if that Shipper were classified as a New Shipper, said Shipper will be classified as a Regular Shipper.

(C) Use of Standard Base

Where appropriate, Carrier will, at its option, convert Commodities of differing flow rate characteristics to a standard base.

(D) Allocations for Regular Shippers

Carrier may, without liability, allocate available pipeline capacity for any period in which Nominations exceed available capacity in accordance with the following procedures, proceeding to each succeeding step only if the Nominations continue to exceed available pipeline capacity.

(1) Nominations not submitted using the Carrier's electronic commerce and communications system or submitted after the deadline established in Item 100 will be rejected, unless the Carrier has specifically instructed the Shipper to submit Nominations by another means or by a later date.

(2) When, it is determined that insufficient capacity is available to accommodate all valid timely, and properly submitted Nominations, Carrier will notify via electronic mail, telephone, facsimile, electronic bulletin posting or other appropriate method as selected by the Carrier, each Shipper that has tendered a Nomination for the affected line segment or facility. Each affected Shipper will then have a period of two business days to reduce its Nomination. In the event that the Carrier has determined that more than one line segment or facility of the same pipeline system will be prorated, affected shippers may resubmit or adjust nominations on all of the prorated segments on the same pipeline system so long as the shippers total adjusted nominated volumes on all of the affected segments do not exceed the original total nominated volumes on all of the affected segments. Each affected Shipper may adjust its Nomination using the Carrier's electronic commerce and communications system (unless otherwise instructed by the Carrier) to edit or change its Nominations during this period. At

12:01am on the third business day following the day notification was made to Shippers, this adjusted Nomination shall be considered a Binding Nomination, or if a Shipper does not change or submit a reduced Nomination, then its initial Nomination shall be considered its Binding Nomination.

- (3) If Nominations continue to exceed available capacity, Carrier will review all receiving and delivery facilities to determine if any are incapable of injecting or receiving at Carrier's existing flow rates or throughput rates, and if there are such restricted facilities, Shippers using them will be subject to reduction of up to 100 percent of the quantity nominated from or to the restricted facility, as necessary to equate total Nominations to available pipeline capacity. If more than one receipt or delivery facility is restricted from injecting into or receiving from Carrier at less than Carrier's existing flow rates or throughput rates, Nominations from or to such facilities will be allocated in order of their actual capability, with the facility able to inject or receive at higher rates taking priority over those capable of lesser rates. Nominations from or to facilities that can inject or receive at carrier's existing flow rates or throughput rates, or greater will all be given equal priority. Carrier reserves right to adjust allocations at restricted facilities in order to maximize total available pipeline capacity and throughput. Shippers will be notified of the proration of Nominations made from or to the restricted facility and will be permitted to re-nominate those volumes to another unrestricted facility prior to further allocation.
- (4) If Nominations continue to exceed available pipeline capacity, the percentage of pipeline capacity to be allocated to each Regular Shipper will be calculated by using data from the applicable base period and dividing the shipments made for the account of each Regular Shipper by the total shipments made for all Shippers during the base period. The resulting percentages will then be applied to the line segment or facility capacity to determine capacity allocation for each Regular Shipper. Each Regular Shipper will receive the lesser of its actual Nominations and its allocation resulting from the above calculation. In the event any Shipper(s) is (are) allocated more capacity than its (their) nominated requirements, the excess of its (their) allocation(s) over its (their) Nominations will be reallocated among all other Shippers in proportion to their unsatisfied requirements (i.e., each Shipper's Nominations minus initial allocation). Allocations for Regular Shippers will be subject to reduction if required to accommodate New Shippers.

(E) Allocations for New Shippers

Unless more capacity is required for Regular Shippers in Section (F), up to two and one-half percent (2.5%) of available capacity will be made to each new shipper subject to a total of ten percent (10%) of available capacity for all new Shippers. Commodities nominated by a New Shipper during periods of proration not caused by unusual market conditions will be allocated pipeline capacity as follows:

If less than four (4) new shippers have submitted nominations for the affected facility or segment, each shipper will be allocated the lesser of either two and one-half percent (2.5%) of available capacity or their nominated volume. In the event that more the four (4) new shippers have submitted nominations for the affected facility or segment, the nominated volumes for each New Shipper shall be totaled and divided into ten percent (10%) of the available pipeline capacity. The resulting percentage shall be the initial New Shipper Proration factor. Each New Shipper will be allocated pipeline segment or facility capacity equal to the lesser of:

- (a) (2.5%) of available capacity
- (b) its nominated volumes,
- (c) its nominated volumes multiplied by the initial New Shipper proration factor.

Any remaining pipeline segment or facility capacity will be allocated to Regular Shippers as set forth in Section (D). If there remains available pipeline capacity after New Shippers have been allocated capacity in accordance with the preceding paragraphs of this Section, and after Regular Shippers have received allocations equal to one-hundred per cent (100%) of their nominated volumes, the remaining available pipeline capacity shall be allocated to New Shippers using the same process as used for Regular Shippers in Section (D).

(F) Unusual Market Conditions

If the Carrier, in its sole discretion, should determine that Nominations exceed capacity as the results of unusual petroleum product market conditions that are expected to be of a temporary nature, capacity will be allocated as follows: Each Regular Shipper who has utilized the pipeline segment subject to allocation during each of the 12 months during the Base Period will be allocated capacity equal to their average actual deliveries during the Base Period. Any unsatisfied Nominations of the Shippers who have utilized the pipeline segment or facility subject to allocation during each of the 12 months during the Base Period, and the nominated volumes for other Regular Shipper(s) and any New Shipper(s) shall be allocated according to the procedures outlined in Sections (D) and (E).

(G) Penalties for Failure to Utilize Allocated Space

If a Shipper tenders a volume greater or equal to eighty-five percent (85%) of its Prorated Binding Nomination, then such a Shipper shall be invoiced based on its delivered volumes. If a Shipper tenders less than eighty-five percent (85%) of its Binding Nomination, then Shipper shall be invoiced for its delivered volumes for that period, plus a charge equal to:

[Eighty-five percent (85%) of Prorated Binding Nomination	less
The actual volumes delivered]	times
The applicable current tariff rate.	

Charge will be waived when deliveries were reduced at the request of the Carrier, or where Carrier operational problems prevented full receipt or delivery of barrels tendered by shipper.

(H) Allocation of Additional Capacity After Calculation and Notification of Prorated Binding Nominations

In the event that additional space or capacity become available on the prorated segment or facility due to the cancellation of nominations by another shipper, earlier than scheduled completion of maintenance, restoration, or repair work, or other such event, the Carrier may elect to offer that newly available or additional space to shippers. Carrier will notify each Shipper that has tendered a Nomination for the affected line segment or facility. Notification will be made via electronic mail, telephone, facsimile, electronic bulletin posting or other appropriate method as selected by the Carrier. This notification will advise shippers of the availability of the additional space and all pertinent details and conditions for tendering additional volumes to be shipped in the additional space. As part of the notification, Carrier will advise shippers of the means by which shippers should submit requests for use the additional space, and the deadline by which all such requests must be submitted to the Carrier. The deadline for submitting requests to the Carrier will not be less than twenty-four (24) hours after the notice or announcement concerning the availability of space is made.

Carrier will allocate additional space on a lottery basis, using an unbiased, random, and non-discriminatory method to select (an) individual shipper request(s) from the pool of all requests submitted by the announced deadline. Carrier will continue to randomly select shipper requests from the pool of remaining requests until all of the additional space is allocated. In

the event that a selected request is for a volume amount greater than the (remaining) available space, Carrier will allocate only the available space.

Upon notification to a Shipper by the Carrier that additional space has been allocated, the Shipper will have twenty-four hours to accept the additional space allocation by notifying the Carrier of the Shippers intent to accept that space and submitting an Allocated Binding Nomination for the additional space. In the event that a Shipper that is allocated additional space under the provisions of this section and fails to accept or declines to use the additional space, Carrier will continue to use a random selection lottery basis to pick from the pool of remaining requests, until all of the additional space is allocated.

(l) General

In the event that calculation of a Shipper's allocated nomination results in a volume less than the required minimum batch size, Carrier will at its option either round up the Shipper's nomination to the required minimum batch size or waive the minimum batch size requirement.

As delineated above, pipeline or facility capacity is allocated among Regular Shippers based upon historical usage. Inflated Nominations do not result in increased capacity allocation. In no event will any portion of an allocation granted either to a Regular Shipper or New Shipper be used in such a manner that it will increase the allocation for any other Shipper beyond what it is entitled to under the proration policy.

Nominations must be made in accordance with published tariff provisions, rules and regulations.

ITEM NO. 95 - CHARGE FOR SPILL COMPENSATION ACTS AND REGULATIONS

In addition to the transportation charges and all other charges accruing on Commodities accepted for transportation, a per Barrel charge will be assessed and collected in the amount of any tax, fee, levy or other charge against the Carrier in connection with such Commodity, pursuant to any federal, state, or local law or regulation which imposes a tax, fee, levy or other charge, on the receipt, delivery, transfer or transportation of such Commodities for the purpose of creating a fund for the prevention, containment, clean up and/or removal of spills, the reimbursement of persons sustaining loss therefrom or any other lawful purpose. Carrier shall be under no obligation to contest or protest on behalf of the Shipper or Consignee the legality of such tax, fee, levy or other charges.

ITEM NO. 100 - TIME AND METHOD FOR SUBMITTING NOMINATIONS

Carrier is under no obligation to accept a tender of Commodities for transportation for any month unless the Shipper submits a Nomination on or before the fifteenth calendar day of the preceding calendar month. Any new Nomination, or request to increase a Nomination for a given facility or line segment made after this deadline will be rejected by the Carrier in the event that nominations received prior to this deadline exceed facility or segment capacity.

In the event that a pipeline segment or facility is operating under allocations as established in Item 90, Carrier may at its option require Nominations for the prorated segment or facility to be submitted on or before the tenth calendar day of the preceding calendar month. Carrier will announce any such earlier deadline for Nomination submission by publishing notice of the change on the Carriers electronic commerce and communications system at least 5 calendar days prior to the revised deadline.

A Nomination must indicate, for each Batch, The Shipper, Product, System, Receipt Location, Receipt Volume, receipt requested date, Delivery Location(s), Delivery Volume(s), and Delivery Tanker. Nominations must be submitted using the Carrier's electronic commerce and communications system unless otherwise instructed by the Carrier.

ITEM NO. 105 - CONFIRMATION OF SUPPLY SOURCE

For all Commodities it is the responsibility of the Shipper to confirm the Supply Source (Receipt Tanker) a minimum of three working days prior to delivering the Commodity to Carrier's receipt manifold. Any Commodity that does not have a confirmed Supply Source will be removed from Nomination. It will be the Shipper's responsibility to renominate for a later date.

ITEM NO. 110 - WARRANTIES

Shipper warrants that all Commodities tendered to Carrier will conform with Carrier's specifications set forth in Item 15 for Segregated Batches or Carrier's established specifications for Fungible Batches, including applicable standards for gasoline Reid vapor pressure; are owned by the Shipper and are free from disputes as to title, liens, or other encumbrances as set forth in Item 75; will be merchantable; and will not be contaminated with water or other impurities. Shipper will be liable to and will indemnify Carrier, other Shippers and Consignees for damage, loss, liability, claim, cost or expense arising from a breach of this warranty. The transportation of the Commodity may be refused or cancelled if Carrier determines or is advised that the Commodity does not meet the requirements of Carrier's rules and regulations, but Carrier has no obligation to make such determination or to make inquiry with respect thereto.

Carrier does not make any warranties expressed or implied, including, but not limited to, fitness for a particular purpose and merchantability, concerning the quality of the Commodities delivered.

ITEM NO. 115 - DISPOSITION OF COMMODITIES ON FAILURE TO ACCEPT DELIVERY

In the event Carrier has accepted Commodities for transportation in reliance upon Shipper's representations as to acceptance at Destination, and there is failure to promptly accept such Commodities at Destination, then and in such event Carrier shall have the right to divert, reassign, or make whatever arrangements for disposition of the Commodities it deems appropriate to clear its pipeline facilities, including the right to sell the Commodities at private or public sale. Carrier may be a purchaser at such public sale. From the proceeds of any such sale, Carrier may pay itself all transportation and other charges and expenses in caring for and maintaining the Commodities and the costs of sale, and the balance shall be held for whomsoever may be lawfully entitled thereto.

[N] ITEM NO. 140 – PENALTIES FOR LATE CHANGES IN NOMINATIONS

Unless otherwise noted, to reduce the schedule's variability, a late change penalty will be assessed to any Shipper who, within three (3) business days prior to the scheduled lifting date, (1) changes any designated Origin Point or Tanker from the Origin Point or Tanker identified in Shipper's Nomination, or first identifies the designated Origin Point or Tanker, or (2) changes the amount of Barrels of Petroleum Products for transportation from what is reflected in Shipper's Nomination, or within three (3) business days prior to the scheduled delivery date, (1) changes any designated Destination Point or Tanker from the Destination Point or Tanker identified in Shipper's Nomination, or (2) changes the amount of Barrels of Petroleum Products for transportation from what is reflected in Shipper's Nomination. The applicable late change penalty will depend on the number of business days prior to

the scheduled lifting or delivery date on which Shipper makes any of the above-noted changes to its Nomination, as provided in the table below:

<u>Nomination Change*</u>	<u>Penalty (in cents per barrel)</u>
<u>Three (3) business days prior to scheduled lifting or delivery date</u>	<u>15.00</u>
<u>Two (2) business days prior to scheduled lifting or delivery date</u>	<u>20.00</u>
<u>One (1) business day prior to Scheduled lifting or delivery date</u>	<u>30.00</u>
<u>Same day as scheduled lifting or delivery date</u>	<u>40.00</u>

The penalties described in this Item No. 140 shall not apply when (1) Carrier disrupts or otherwise modifies the pipeline schedule due to an event of Force Majeure and/or (2) deliveries of Shipper's Petroleum Products were reduced at the request of Carrier, or where Carrier's operational issues prevent receipt or delivery of Barrels tendered by Shipper.

*For purposes of determining whether a Shipper makes late changes to its Nominations pursuant to this Item No. 140, a "business day" shall be any weekday, Monday through Friday, and shall include weekdays that are company holidays.

EXPLANATION OF REFERENCE MARKS

- [C] Cancel
- [N] New
- [W] Change in Wording Only

LAUREL EXHIBIT TZ-4

PIPELINE CAPACITY AGREEMENT

This PIPELINE CAPACITY AGREEMENT (“Agreement”) is made effective as of this 31st day of, July 2019, by and between LAUREL PIPE LINE COMPANY, L.P., a Delaware limited partnership (“Laurel”), and BUCKEYE PIPE LINE COMPANY, L.P., a Delaware limited partnership (“Buckeye”). Laurel and Buckeye are referred to herein individually as a “Party” and together as the “Parties”.

WHEREAS, Buckeye and Laurel entered into that certain Pipeline Capacity Agreement, made as of October 11, 1994 (the “1994 Agreement”), pursuant to which Laurel agreed to provide certain pipeline capacity to Buckeye; and

WHEREAS, Laurel and Buckeye modified the 1994 Agreement by an amendment made as of January 1, 2015 (“2015 Amendment”); and

WHEREAS, each desire to enter into this further revised Agreement that will entirely supersede and replace the terms of the 1994 Agreement, as amended by the 2015 Amendment, on the terms and conditions as set forth below; and

WHEREAS, Laurel owns and operates (a) a petroleum products pipeline between Eagle Point, New Jersey and Midland, Pennsylvania, as such pipeline is more particularly described on Exhibit “A” attached hereto and made a part hereof (the “Pipeline”), and (b) a station at Boothwyn, Pennsylvania at which Laurel owns and operates, among other things, certain storage tanks, as such station is more particularly described on Exhibit “A” hereto (the “Booth Station”) (the Pipeline and the Booth Station are hereinafter referred to collectively as the “Pipeline Assets”); and

WHEREAS, Buckeye desires to obtain from Laurel: (a) throughput capacity¹ sufficient to transport as a common interstate carrier up to 60,000 barrels per day (“BPD”) of refined petroleum products through the pipeline segment located between Eagle Point, New Jersey and Sinking Spring, Pennsylvania; and (b) throughput capacity sufficient to transport up to 45,000 BPD of refined petroleum products between Buckeye’s point of connection with the Pipeline at Sinking Spring, Pennsylvania and Eldorado, Pennsylvania; (c) throughput capacity sufficient to transport up to 40,000 BPD of refined petroleum products between Eldorado, Pennsylvania and Buckeye’s terminal facilities at Midland, Pennsylvania; and (d) use of the tankage at the Booth Station to facilitate Buckeye’s use of such throughput capacity, subject to Laurel’s operating procedures and scheduling requirements.

WHEREAS, Laurel desires to ensure that the available, physical capacity of east-to-west transportation of interstate and intrastate movements of refined petroleum products on its system between Coraopolis and Duncansville, Pennsylvania (“Line 718”) will be no less than 1,200,000 barrels per cycle (which is 120,000 barrels per day times

¹ “Throughput capacity,” as the term is used in this , is understood to have the same meaning as “available, physical capacity, and vice versa.

ten days in a cycle), outside of force majeure circumstances that impact Laurel's ability to provide such capacity, subject to subsection 6(b) below.

WHEREAS, Laurel and Buckeye desire to enter into this Agreement to provide for that use of pipeline capacity and tankage, as well as to express certain other agreements between them.

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained in this Agreement, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties hereto agree as follows:

1. Pipeline Capacity. Subject to the terms, conditions and provisions hereinafter set forth, Laurel hereby provides to Buckeye, and Buckeye agrees to accept from Laurel, the right to use capacity and facilities as follows: (a) up to 60,000 BPD in throughput capacity of the Pipeline between Eagle Point, New Jersey and Sinking Spring, Pennsylvania, up to 45,000 BPD in throughput capacity between Sinking Spring, Pennsylvania and Eldorado, Pennsylvania, and up to 40,000 BPD in throughput capacity between Eldorado, Pennsylvania and Midland, Pennsylvania (collectively referred to hereinafter as the "Capacity") to be used by Buckeye solely for the interstate transportation of refined petroleum products; and (b) use of such capacity of the tankage at the Booth Station as is necessary to facilitate Buckeye's use of the Capacity to transport gasolines, distillates and any other combination of grades of petroleum and petroleum products that Laurel and Buckeye mutually agree upon, from various points of origin on both Laurel and Buckeye's pipelines to various points of destination on both Laurel and Buckeye's pipelines, subject to Laurel's operating procedures and scheduling requirements.

2. Term.

(a). Initial Term. The Initial Term of this Agreement shall be for a period of ten years, beginning on the first day on which Laurel begins to provide service under the terms of this Agreement in accordance with all required state and federal authorizations for the provision of the Capacity in accordance with the terms of this Agreement, and all authorizations for the construction or operation of all facilities and rights needed to provide the service to Buckeye as described in this Agreement. (the "Commencement Date").

(b). Renewal Term(s). Following the end of the Initial Term, this Agreement, shall continue in effect on a year-to-year evergreen basis (each such year term, a "Renewal Term") until cancelled by either Party by giving written notice to the other Party of such cancellation at least thirty (30) days prior to the effective date of such cancellation.

3. Capacity Use Charge for the Initial Term.

(a). The annual capacity use charge payable by Buckeye to Laurel during the first twelve month period of the Initial Term of this Agreement shall be

the sum then applicable to the annual capacity use charge to Buckeye under the 2015 Amendment, on the Commencement Date.

(b). The annual capacity use charge payable by Buckeye to Laurel during each succeeding twelve (12) month period of the Initial Term shall be the annual capacity charge for the preceding twelve (12) month period multiplied by 1 plus the percentage change since the commencement of the prior twelve (12) month period in the "Revised Consumer Price Index for Urban Wage Earners and Clerical Workers" published by the Bureau of Labor Statistics for the United States Department of Labor for All United States Cities.

(c). The annual capacity use charge shall be payable in equal monthly installments on or before the last business day of each calendar month, without notice or demand, and without any setoff, counterclaim or deduction, except as expressly authorized herein; however, in the event that the Commencement Date is not on the first day of a calendar month, the capacity use charge for the first and last month of the Initial Term will be prorated according to the number of days during which the Agreement is in effect during each such month.

4. Capacity Use Charge For Renewal Terms.

(a). The annual capacity use charge payable by Buckeye during the first Renewal Term shall be equal to the product of the annual capacity use charge payable by Buckeye during the immediately preceding twelve (12) month period of the Initial Term and 1 plus the percentage change since the commencement of the prior twelve (12) month period in the "Revised Consumer Price Index for Urban Wage Earners and Clerical Workers" published by the Bureau of Labor Statistics for the United States Department of Labor for All United States Cities.

(b). The annual capacity use charge shall be payable in equal monthly installments on or before the last business day of each calendar month, without notice or demand, and without any setoff, counterclaim or deduction, except as expressly authorized herein; however, in the event that the Commencement Date is not on the first day of a calendar month, the capacity use charge for the first and last month of the Renewal Term will be prorated according to the number of days during which the Agreement is in effect during each such month.

5. Adjustments For Operating Expenses. The amounts of annual capacity use charges payable by Buckeye to Laurel pursuant to the provisions of paragraphs 3 and 4 hereof were determined based upon full use of the Capacity by Buckeye during the Initial Term and each Renewal Term of this Agreement. If Buckeye ships less than the full Capacity amount during the first twelve (12) months of the Initial Term or during any subsequent twelve (12) month period occurring within the Initial Term, or during any Renewal Term, Laurel and Buckeye agree to make the adjustments described below to reflect variable power and operating expenses.

If during the first twelve (12) months of the Initial Term, Buckeye ships less than 21,900,000 barrels (determined by multiplying 60,000 BPD x 365 days) in the segment between Eagle Point, Chelsea Junction, or Booth and Sinking Spring, Buckeye shall be entitled to a credit equal to the credit per barrel in effect during the prior twelve months pursuant to Section 5 of the 2015 Amendment multiplied by the number of barrels less than 21,900,000 shipped by Buckeye, such credit to be applied against next due installments of annual rent payable by Buckeye pursuant to paragraphs 3 or 4 above. If during any succeeding twelve (12) month period during the Initial Term, Buckeye ships less than 21,900,000 barrels in the segment between Eagle Point, Chelsea Junction, or Booth and Sinking Spring, Buckeye shall be entitled to a credit equal to the credit per barrel calculated for the prior twelve (12) month period, multiplied by 1 plus the percentage change since the commencement of the prior twelve (12) month period in the “Revised Consumer Price Index for Urban Wage Earners and Clerical Workers” published by the Bureau of Labor Statistics for the United States Department of Labor for All United States Cities, further multiplied by the number of barrels less than 21,900,000 shipped by Buckeye, such credit to be applied against next due installments of the annual capacity use charge payable by Buckeye pursuant to paragraphs 3 or 4 above.

If during any Renewal Term Buckeye ships less than 21,900,000 barrels (determined by multiplying 60,000 BPD x 365 days) in the segment between Eagle Point, Chelsea Junction, or Booth and Sinking Spring, Buckeye shall be entitled to a credit equal to the credit per barrel calculated for the prior twelve (12) month period multiplied by the number of barrels less than 21,900,000 shipped by Buckeye multiplied by 1 plus the percentage change since the Initial Term, or, as applicable, the preceding Renewal Term, in the “Revised Consumer Price Index for Urban Wage Earners and Clerical Workers” published by the Bureau of Labor Statistics for the United States Department of Labor for All United States Cities, such credit to be applied against next due installments of the annual capacity use charge payable by Buckeye pursuant to paragraphs 3 or 4 above.

If during the first twelve (12) months of the Initial Term Buckeye ships less than 16,425,000 barrels (determined by multiplying 45,000 BPD x 365 days) in the segment between Sinking Spring and Eldorado, Pennsylvania or points intermediate thereto, Buckeye shall be entitled to a credit equal to the credit per barrel in effect during the prior twelve (12) months pursuant to Section 5 of the 2015 Amendment multiplied by the number of barrels less than 16,425,000 shipped by Buckeye, such credit to be applied against next due installments of the annual capacity use charge payable by Buckeye pursuant to paragraphs 3 or 4 above. If during any succeeding twelve (12) month period during the Initial Term, Buckeye ships less than 16,425,000 barrels in the segment between Sinking Spring and Eldorado, Pennsylvania, Buckeye shall be entitled to a credit equal to the credit per barrel calculated for the prior twelve (12) month period, multiplied by 1 plus the percentage change since the commencement of the prior twelve (12) month period in the “Revised Consumer Price Index for Urban Wage Earners and Clerical Workers” published by the Bureau of Labor Statistics for the United States Department of Labor for All United States Cities, further multiplied by the number of barrels less than 16,425,000 shipped by Buckeye, such credit to be applied against next due installments of the annual capacity charge payable by Buckeye pursuant to paragraphs 3 or 4 above.

If during any Renewal Term Buckeye ships less than 16,425,000 barrels (determined by multiplying 45,000 BPD x 365 days) in the segment between Sinking Spring and Eldorado, Pennsylvania or points intermediate thereto, Buckeye shall be entitled to a credit equal to the credit per barrel calculated for the prior twelve (12) month period, multiplied by the number of barrels less than 16,425,000 shipped by Buckeye multiplied by 1 plus the percentage change since the beginning of the prior twelve (12) month period in the “Revised Consumer Price Index for Urban Wage Earners and Clerical Workers” published by the Bureau of Labor Statistics for the United States Department of Labor for All United States Cities, such credit to be applied against next due installments of the annual capacity use charge payable by Buckeye pursuant to paragraphs 3 or 4 above.

If during the first twelve (12) months of the Initial Term Buckeye ships less than 14,600,000 barrels (determined by multiplying 40,000 x 365 days) in the segment between Eldorado and Midland, Pennsylvania or points intermediate thereto, Buckeye shall be entitled to a credit equal to the credit per barrel in effect during the prior twelve (12) months pursuant to Section 5 of the 2015 Amendment multiplied by the number of barrels less than 14,600,000 shipped by Buckeye, such credit to be applied against next due installments of the annual capacity use charge payable by Buckeye pursuant to paragraphs 3 or 4 above. If during any succeeding twelve (12) month period during the Initial Term, Buckeye ships less than 14,600,000 barrels in the segment between Sinking Spring and Eldorado, Pennsylvania, Buckeye shall be entitled to a credit equal to the credit per barrel calculated for the prior twelve month period, multiplied by 1 plus the percentage change since the commencement of the prior 12 month period in the “Revised Consumer Price Index for Urban Wage Earners and Clerical Workers” published by the Bureau of Labor Statistics for the United States Department of Labor for All United States Cities, further multiplied by the number of barrels less than 14,600,000 shipped by Buckeye, such credit to be applied against next due installments of annual rent payable by Buckeye pursuant to paragraphs 3 or 4 above.

If during any Renewal Term Buckeye ships less than 14,600,000 barrels (determined by multiplying 40,000 BPD x 365 days) between Eldorado and Midland, Pennsylvania or points intermediate thereto, Buckeye shall be entitled to a credit per barrel equal to the credit per barrel calculated for the prior twelve (12) month period multiplied by the number of barrels less than 14,600,000 shipped by Buckeye multiplied by 1 plus the percentage change since the beginning of the prior twelve (12) month period in the “Revised Consumer Price Index for Urban Wage Earners and Clerical Workers” published by the Bureau of Labor Statistics for the United States Department of Labor for All United States Cities, such credit to be applied against next due installments of the annual capacity use charge payable by Buckeye pursuant to paragraphs 3 or 4 above.

Laurel shall, promptly after the end of each twelve (12) month period of the Initial Term, or as applicable following each Renewal Term, determine the amount, if any, of credit due Buckeye pursuant to the provisions of this paragraph 5, and then submit a statement to Buckeye containing the applicable calculation. If such calculation reveals that Buckeye is due a credit from Laurel, such credit may be offset by Buckeye against

next due installments of the annual capacity use charge payable by Buckeye hereunder. If this Agreement has been terminated or has expired before any such credit has been fully utilized, Laurel shall, within thirty (30) days after the termination or expiration, pay Buckeye an amount equal to the unutilized credit. The provisions of this paragraph 5 shall survive the expiration or sooner termination of the term of this Agreement.

6. Provision of Additional Capacity.

(a) Subject to the provisions of subsection 6(b), Laurel may, within its discretion and if capacity is available, provide Buckeye the right to ship more than the full Capacity amount during the first twelve (12) months of the Initial Term, or during any subsequent twelve (12) month period occurring within the Initial Term, or during any Renewal Term, and in such event Laurel and Buckeye agree that Buckeye shall pay additional capacity use charges as described below (“supplemental charge”).

If during the first twelve (12) months of the Initial Term Buckeye ships more than 21,900,000 barrels (determined by multiplying 60,000 BPD x 365 days) in the segment between Eagle Point, Chelsea Junction, or Booth and Sinking Spring, Laurel shall be entitled to a payment of a supplemental charge equal to the supplemental charge per barrel in effect during the prior twelve (12) months pursuant to Section 6 of the 2015 Amendment multiplied by the number of barrels more than 21,900,000 shipped by Buckeye. If during any succeeding twelve (12) month period during the Initial Term, Buckeye ships more than 21,900,000 barrels in the segment between Eagle Point, Chelsea Junction, or Booth and Sinking Spring, Laurel shall be entitled to payment of a supplemental charge equal to the supplemental charge per barrel calculated for the prior twelve (12) month period, multiplied by 1 plus the percentage change since the commencement of the prior twelve (12) month period in the “Revised Consumer Price Index for Urban Wage Earners and Clerical Workers” published by the Bureau of Labor Statistics for the United States Department of Labor for All United States Cities, further multiplied by the number of barrels more than 21,900,000 shipped by Buckeye, such credit to be added to the next due installments of the annual capacity use charge payable by Buckeye pursuant to paragraphs 3 or 4 above.

If during any Renewal Term Buckeye ships more than 21,900,000 barrels (determined by multiplying 60,000 BPD x 365 days) in the segment between Eagle Point, Chelsea Junction, or Booth and Sinking Spring, Laurel shall be entitled to the payment of a supplemental charge equal to the supplemental charge per barrel calculated for the prior twelve (12) month period multiplied by the number of barrels more than 21,900,000 shipped by Buckeye multiplied by 1 plus the percentage change since the Initial Term in the “Revised Consumer Price Index for Urban Wage Earners and Clerical Workers” published by the Bureau of Labor Statistics for the United States Department of Labor for All United States Cities.

If during the Initial Term Buckeye ships more than 16,425,000 barrels (determined by multiplying 45,000 BPD x 365 days) in the segment between Sinking Spring and Eldorado, Pennsylvania, Laurel shall be entitled to a payment of a supplemental charge equal to the supplemental charge per barrel in effect during the prior

twelve (12) months pursuant to Section 6 of the 2015 Amendment multiplied by the number of barrels more than 16,425,000 shipped by Buckeye. If during any succeeding twelve (12) month period during the Initial Term, Buckeye ships more than 16,425,000 barrels in the segment between Sinking Spring and Eldorado, Pennsylvania, Laurel shall be entitled to payment of a supplemental charge equal to the supplemental charge per barrel calculated for the prior twelve (12) month period, multiplied by 1 plus the percentage change since the commencement of the prior twelve (12) month period in the “Revised Consumer Price Index for Urban Wage Earners and Clerical Workers” published by the Bureau of Labor Statistics for the United States Department of Labor for All United States Cities, further multiplied by the number of barrels more than 16,425,000 shipped by Buckeye, such credit to be added to the next due installments of the annual capacity use charge payable by Buckeye pursuant to paragraphs 3 or 4 above.

If during any Renewal Term Buckeye ships more than 16,425,000 barrels (determined by multiplying 45,000 BPD x 365 days) in the segment between Sinking Spring and Eldorado, Pennsylvania, Laurel shall be entitled to a payment of a supplemental charge equal to the supplemental charge per barrel calculated for the prior twelve (12) month period multiplied by the number of barrels less than 16,425,000 shipped by Buckeye multiplied by 1 plus the percentage change since the Initial Term in the “Revised Consumer Price Index for Urban Wage Earners and Clerical Workers” published by the Bureau of Labor Statistics for the United States Department of Labor for All United States Cities.

If during the first twelve (12) months of the Initial Term Buckeye ships more than 14,600,000 barrels (determined by multiplying 40,000 BPD x 365 days) in the segment between Midland and Eldorado, Pennsylvania, Laurel shall be entitled to a payment of a supplemental charge equal to the supplemental charge per barrel in effect during the prior twelve months pursuant to Section 6 of the 2015 Amendment multiplied by the number of barrels more than 14,600,000 shipped by Buckeye. If during any succeeding twelve (12) month period during the Initial Term, Buckeye ships more than 14,600,000 barrels in the segment between Eldorado and Midland, Pennsylvania, Laurel shall be entitled to payment of a supplemental charge equal to the supplemental charge per barrel calculated for the prior twelve (12) month period, multiplied by 1 plus the percentage change since the commencement of the prior twelve (12) month period in the “Revised Consumer Price Index for Urban Wage Earners and Clerical Workers” published by the Bureau of Labor Statistics for the United States Department of Labor for All United States Cities, further multiplied by the number of barrels more than 14,600,000 shipped by Buckeye, such credit to be added to the next due installments of the annual capacity use charge payable by Buckeye pursuant to paragraphs 3 or 4 above.

If during any Renewal Term Buckeye ships more than 14,600,000 barrels (determined by multiplying 40,000 BPD x 365 days) in the segment between Midland and Eldorado, Pennsylvania, Laurel shall be entitled to a payment of a supplemental charge equal to the supplemental charge per barrel in effect during the prior twelve (12) months multiplied by the number of barrels less than 14,600,000 shipped by Buckeye multiplied by 1 plus the percentage change since the Initial Term in the “Revised Consumer Price Index for Urban Wage Earners and Clerical Workers” published by the

Bureau of Labor Statistics for the United States Department of Labor for All United States Cities

Laurel shall, promptly after the end of twelve (12) month period of the Initial Term, or each Renewal Term, as applicable, determine the amount, if any, of payment owed by Buckeye pursuant to the provisions of this paragraph 6, and then submit a statement to Buckeye containing the applicable calculation. If such calculation reveals that Laurel is due a payment from Buckeye, such payment will be made within thirty (30) days after receipt of aforementioned calculation. The provisions of this paragraph 6 shall survive the expiration or sooner termination of the term of this Agreement.

(b) Until December 31, 2026, and pursuant to the obligations of the [Settlement Agreement in PaPUC Dkt. No. C-2018-3003365, FERC Dkt. Nos. OR18-22-000, *et al.*, (“Settlement Agreement”)] Laurel will ensure that the available, physical capacity of east-to-west transportation on Line 718 will be no less than 1,200,000 barrels per cycle (which is 120,000 barrels per day times ten days in a cycle), outside of force majeure circumstances that impact Laurel’s ability to provide such capacity, unless that obligation is terminated or modified in accordance with the terms of the Settlement Agreement.

7. Operation and Maintenance of the Pipeline Assets. During the Initial Term and all Renewal Terms of this Agreement, Laurel shall be solely responsible for the operation and maintenance of the Pipeline Assets in accordance with its normal business practices, including the Capacity, subject to the right and obligation of Buckeye to utilize the Capacity as a private or common carrier. Laurel shall be solely responsible for obtaining and keeping in force any and all permits and easements necessary to physically operate the Pipeline Assets. Laurel shall operate the Pipeline Assets utilizing operating practices and procedures in compliance with all applicable laws and regulations.

If at any time during the Initial Term or any Renewal Term of this Agreement, Buckeye believes that Laurel has not maintained the Pipeline Assets in accordance with Laurel’s normal business practices, Buckeye shall give Laurel telephonic notice thereof, with reasonable detail of the inadequate circumstance.

If Laurel agrees with Buckeye, Laurel shall at its cost and expense forthwith commence to make all necessary modifications and shall diligently prosecute such modifications to completion.

If Laurel disagrees with Buckeye, Laurel shall, within fifteen (15) days after the date of Buckeye’s notice, give telephonic notice thereof to Buckeye, and the parties shall thereafter negotiate in good faith to resolve the issue.

Notwithstanding the foregoing, if Buckeye is in default of any of its obligations under this Agreement, it shall not be permitted to demand that Laurel perform any modification or maintenance work pursuant to the provisions of this paragraph 7.

8. Compliance with Laws. Buckeye shall at its expense comply with all applicable laws and regulations relating to its use and occupancy of the Capacity.

9. Indemnification Obligations.

(a). Laurel shall indemnify and hold harmless Buckeye from and against any and all losses, claims and demands for injuries to or death of persons or damages to property caused by, arising from or incidental to any negligent act or omission to act by Laurel, its agents, servants or employees, in the exercise of the rights granted or the obligations imposed hereunder.

(b). Buckeye shall indemnify and hold harmless Laurel from and against any and all losses, claims and demands for injuries to or death of persons or damages to property (including, without limitation, the Pipeline Assets) caused by, arising from or incidental to any negligent act or omission to act by Buckeye, its agents, servants or employees in the exercise of the rights granted or the obligations imposed hereunder.

(c). It is understood that for purposes of this paragraph 9, connecting carriers are not agents of either Buckeye or Laurel.

10. Shipment Activity Forecasts. Buckeye's use of the Capacity and the tankage at the Booth Station shall be subject to Laurel's operational procedures and scheduling requirements. Subject to such operational procedures and scheduling requirements, Buckeye shall have the right to use the Capacity on the following bases:

Buckeye shall advise Laurel in writing of Buckeye's proposed transportation activity on its Capacity for each calendar month during the Initial Term and any Renewal Term of this Agreement twenty (20) days prior to the first day of such month; provided, however, that no such notification may be made after the twenty-fifth (25th) day of the month preceding such month. Modifications to such activity may be accepted after such date to the extent Laurel can reasonably accommodate such changes. Based on Buckeye's notification(s) of proposed activity, Laurel shall issue operating schedules to Buckeye and connecting carriers. After Buckeye has received from Laurel the operating schedules, Buckeye shall use its best efforts to receive their deliveries accordingly, at the time and at the hourly flow rates specified by Laurel and under the supervision of Laurel.

Laurel and Buckeye shall at all times cooperate with each other and coordinate their respective activities in such manner as to effect the most efficient operation and utilization of the Pipeline Assets, and accommodation of Buckeye's needs and utilization of the Capacity, in accordance with Laurel's operational procedures and scheduling requirements. Buckeye shall have the right to review and approve any material change in operating procedures, practices or performance relating to the Pipeline Assets.

11. Taxes. All state and local taxes, right-of-way rentals, and assessments of charges levied on the Pipeline Assets or the Capacity shall be paid by Laurel. All taxes levied on the income arising from transportation of petroleum products through the Capacity shall be paid by Buckeye.

12. Notices. All notices and other communications which are required or permitted hereunder (except for notices and communications under paragraph 7 of this

Agreement which shall be given by telephone calls) shall be given in writing and shall be sent by certified mail, return receipt requested, postage prepaid, or by telefacsimile, addressed or sent as follows:

If to Buckeye: Buckeye Pipe Line Company, L.P.
Todd J. Russo
Senior Vice President, General Counsel and Secretary
Buckeye Partners, L.P.
Five TEK Park
9999 Hamilton Boulevard
Breinigsville, PA 18031
(610) 904-4505 (telephone)
(610) 904-4006 (fax)
TRusso@buckeye.com

If to Laurel: Laurel Pipe Line Company, L.P.
David W. Arnold
Vice President, Domestic Pipelines
Buckeye Partners, L.P.
Five TEK Park
9999 Hamilton Boulevard
Breinigsville, PA 18031
(610) 904-4505 (telephone)
(610) 904-4006 (fax)
DArnold@buckeye.com

or to such other address or telefacsimile number or e-mail address as a Party may from time to time designate to the other Party in writing in accordance with this paragraph 12. All notices and other communications given to any Party in accordance with the provision of this paragraph 12 shall be deemed to have been given on the date of receipt.

13. Force Majeure. Except for the payment of money due and payable hereunder, neither Party shall be liable to the other Party for failure to fulfill its obligations under this Agreement when such failure is caused by reasons beyond the reasonable control of such Party, such as a strike or labor dispute, damage by the elements, storm, flood or other act of God, fire, explosion, electrical blackout, war, rebellion, insurrection, riot, breakage or accident to machinery or equipment, act, regulation or edict of any governmental authority or any other similar or dissimilar cause reasonably beyond the control of the Party affected, which, as to Laurel's obligations under this Agreement, impacts Laurel's ability to provide the capacity contemplated by this Agreement. If the settlement of any strike or labor dispute can be made only upon such terms unacceptable to the affected Party, such strike or labor dispute shall be a cause beyond such Party's reasonable control within the meaning of this paragraph 13. If operation of the Pipeline should be suspended for ten consecutive days or longer due to any of the aforementioned force majeure causes, then the then current term of this Agreement shall be extended by the number of days that such force majeure condition

continues (from and after the tenth day). Notwithstanding the foregoing, neither any term of this Agreement, nor the time by which any of the obligations of the Parties hereunder are to be performed shall be extended pursuant to the provisions of this paragraph 13 if Laurel accepts and delivers all shipments nominated by Buckeye for delivery during any month in which operation of the Pipeline is suspended or disrupted.

14. Receipts, Deliveries and Inventories. Receipts, deliveries and inventories pertaining to Buckeye's use of the Capacity shall be maintained in accordance with Laurel's existing operating procedures.

15. Minimum Inventories. Buckeye shall maintain its proportionate share of minimum inventory in the Pipeline for each grade of petroleum products moving on the Capacity, based on the portion of the Pipeline used to facilitate such movement. Buckeye shall maintain minimum operating linefill inventory for each line segment of the Pipeline equal to its percentage of total scheduled movements for each line segment times the total linefill required for each such line segment of the Pipeline. Buckeye shall be required to maintain tank operating inventory equal to its percentage of total scheduled pipeline movements for each product grade of petroleum products times the total required operating inventory for each such product grade. Laurel shall determine and advise Buckeye of the type and amount of inventory Buckeye is required to furnish pursuant to this paragraph 15.

16. Early Termination for Failure to Ship or Other Default. If Buckeye (a) fails to ship any volume through the Pipeline for any period of twelve (12) consecutive months during the Initial Term or any Renewal Term of this Agreement, or (b) fails to pay Laurel the annual capacity use charges or other amounts in accordance with the provisions of this Agreement, or (c) otherwise fails to comply with any material provision of this Agreement, and such failure continues for a period of thirty (30) days after Laurel gives Buckeye notice of such failure, Laurel may terminate this Agreement prior to the scheduled expiration date of the then current term by giving Buckeye written notice thereof (in the case of a failure to ship by Buckeye as described in the preceding clause (a) only, such termination notice may only be given prior to a shipment by Buckeye through the Pipeline). In the case of a termination pursuant to the preceding clause (a), such termination shall be effective thirty (30) days after the date of Laurel's notice, and in the case of a termination pursuant to the preceding clause (b), such termination shall be effective on the date specified in Laurel's termination notice. If this Agreement is thus terminated, Buckeye shall pay to Laurel capacity use charges pro-rated or adjusted to the termination date.

17. Additional Storage Tanks. During the Initial Term and any Renewal Term of this Agreement, Buckeye shall have the right to construct such additional storage tanks at the Booth Station as Buckeye may desire, provided, however, that Buckeye's construction of any such tank is subject to the following terms and conditions:

- (a) prior to the commencement by Buckeye of any construction work, Buckeye shall obtain Laurel's written approval of the plans and specification for the proposed work; and Laurel shall approve or disapprove of such plans and

specifications within forty-five (45) days after its receipt thereof (and if Laurel fails to respond within such time period the plans and specifications submitted by Buckeye to Laurel shall be deemed to have been approved by Laurel);

(b). all such construction work shall be performed by contractors reasonably acceptable to Laurel and under the supervision of a registered professional engineer reasonably acceptable to Laurel;

(c). all such construction work shall be performed in a good and workmanlike manner and in compliance with all laws, statutes, ordinances, regulations, orders and requirements of all federal, state, county, township, local and other governmental authorities having jurisdiction over such work;

(d). prior to commencement of such work, Buckeye shall (i) procure all necessary permits and authorizations, (ii) file appropriate waivers against mechanics' liens in form satisfactory to Laurel, and (iii) obtain workmen's compensation insurance in amounts, form and content, and with companies reasonably acceptable to Laurel; and

(e). after the completion of such work, Buckeye shall execute and deliver such bills of sale and other transfer documents as Laurel may reasonably require in order for Buckeye to transfer, convey, and assign to Laurel all of Buckeye's right, title and interest, if any, in and to all such storage tanks (subject to Buckeye's interest in such tanks described below), all such documents to be in form and substance reasonably acceptable to Laurel.

If Buckeye constructed any such storage tanks in accordance with the provisions of this paragraph 17, each such tank shall be the property of Laurel but shall be deemed to be part of the property provided by Laurel to Buckeye pursuant to this Agreement; and Buckeye shall have the exclusive right to utilize the capacity of each such tank (provided that Laurel shall be solely responsible for operating and maintaining each such tank) at no additional rent through and including the date that this Agreement expires or terminates.

Neither this Agreement nor any of the obligations of the Parties under this Agreement shall be subject to Buckeye's ability to construct additional storage tanks at the Booth Station pursuant to the provisions of this paragraph 17.

18. Entire Agreement. This Agreement supersedes and cancels all other agreements, if any, whether written or oral between the Parties relating to the subject matter of this Agreement. No conditions, usage of trade, course of dealing or other performance, understanding or agreement, purporting to modify, vary, explain or supplement the terms, conditions and provisions of this Agreement shall be binding upon either of the Parties unless hereafter made in writing and signed by the Party to be bound.

19. Severability. If any of the provisions in this Agreement or the application thereof to any person or circumstances shall, to any extent, be invalid, illegal or otherwise unenforceable, the remainder of this Agreement, and the application of such provision to any person or circumstances other than those to whom or which it is held

invalid, illegal or unenforceable, shall not be affected thereby, and every provision in this Agreement shall be valid and enforceable to the fullest extent permitted by law.

20. Assignment; Successor and Assigns. No interest or obligation of Buckeye under this Agreement or in or to the Capacity or the use of the capacity of the tankage at the Booth Station may be assigned, sublet or otherwise transferred by Buckeye, whether voluntarily or by operation of law, without the prior written consent of Laurel, except that Buckeye's entire interest under this Agreement may be assigned to a corporation that is wholly owned by Buckeye or its parent corporation, if such assignee gives Laurel a written assumption of all of Buckeye's obligations hereunder. No such assignment shall release Buckeye of its obligations hereunder, and Buckeye shall remain jointly and severally liable with the assignee for the performance of such obligations. Buckeye shall not mortgage, pledge or otherwise encumber its interest in this Agreement or the capacity use charges payable hereunder. Subject to the foregoing, this Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective successors and assigns.

21. Brokers. Each party represents and warrants to the other that it has not dealt with any brokers or agents in connection with the negotiation of or the obtaining of this Agreement, and each Party agrees to indemnify and hold harmless the other Party from and against any and all cost, liability or claim for commission or other compensation by any broker or agent claiming to be employed by the indemnifying Party with respect to the Pipeline Assets or to have called the Pipeline Assets to Buckeye's attention.

22. Captions. The captions and headings of the paragraphs of this Agreement have been inserted for convenience of reference only and shall not in any way be utilized to construe or interpret the agreement of the Parties as otherwise set forth in this Agreement.

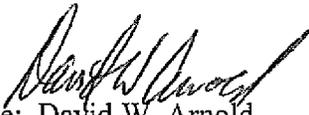
23. Governing Law. This Agreement and all issues arising hereunder shall be governed by the laws of the Commonwealth of Pennsylvania without giving effect to the conflict of law principles thereof.

24. No Joint Venture. This Agreement shall create only the relationship of lessor and lessee between Laurel and Buckeye, and nothing herein is intended to be construed as creating a joint venture or partnership relationship between the Parties.

25. Counterparts. This Agreement shall be binding when any one or more counterparts hereof individually or taken together, shall bear the signatures of Laurel and Buckeye. This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original as against any Party whose signature appears thereon, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the day and year first above written.

LAUREL PIPE LINE COMPANY, L.P.
By MainLine L.P., its sole general partner
By MainLine GP LLC, its sole general partner

BY: 
Name: David W. Arnold
Title: Vice President, Domestic Pipelines

BUCKEYE PIPE LINE COMPANY, L.P.
By MainLine L.P., its sole general partner
By MainLine GP LLC, its sole general

BY:
Name: Todd J. Russo
Title: Senior Vice President, General Counsel
and Secretary

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the day and year first above written.

LAUREL PIPE LINE COMPANY, L.P.
By MainLine L.P., its sole general partner
By MainLine GP LLC, its sole general partner

BY:
Name: David W. Arnold
Title: Vice President, Domestic Pipelines

BUCKEYE PIPE LINE COMPANY, L.P.
By MainLine L.P., its sole general partner
By MainLine GP LLC, its sole general


BY:
Name: Todd J. Russo
Title: Senior Vice President, General Counsel
and Secretary

EXHIBIT A

EXHIBIT A TO THE PIPELINE CAPACITY AGREEMENT

The capacity subject to this Agreement is in the Laurel Pipe Line System (Laurel), which is a common carrier pipeline which transports liquid petroleum and petroleum products and is located between points in southern New Jersey and western Pennsylvania, making deliveries to terminals across Pennsylvania. The system consists of mainline pipelines, pump stations, laterals and appurtenant facilities, and break out storage tankage, including tankage at Laurel's Booth station. The pipeline system west of Booth consists of a main pipeline consisting of 24-inch, 20-inch, 18-inch diameter sections, metering facilities and other terminal-related facilities, and multiple pump stations. Laurel delivers at terminals located west of Booth. In addition, the capacity subject to this Agreement in the Laurel system includes a segment between Midland and Coraopolis, Pennsylvania, consisting of main pipeline of 14- and 18-inch diameter section and pump stations, metering facilities and other terminal related facilities.

LAUREL EXHIBIT TZ-5

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, LUCKNOW-HIGHSPIRE TERMINALS, LLC,
SHEETZ, INC. AND PBF HOLDING COMPANY, LLC INTERROGATORIES TO
LAUREL PIPE LINE COMPANY, L.P.
SET II

10. Reference the document beginning at HC LAU00000643.
- a. Who prepared this document?
 - b. When was this document prepared?
 - c. To whom was this document provided, and when?
 - d. Was this document used in the decision to move forward with Broadway III?

RESPONSE:

- a. The Document titled “Laurel Bi-Directional Methodology” provided as HC LAU00000643 was prepared by or under the supervision of Todd Phytilla and Mark Johnson.
- b. The Document titled “Laurel Bi-Directional Methodology” provided as HC LAU00000643 was created on or about May 24, 2018.
- c. Upon a reasonable investigation, and information and belief, Laurel believes that this Document was reviewed by Mark Johnson, TJ Zeth, Dave Arnold, Dennis Shimmer and Michael Kelly, in or around May 2018 in order to begin to identify, review, and consider how, at a high level, bidirectional service over Line 718 of the Laurel pipeline system could potentially be provided. However, due to the passage of time and the fact that this Document could be viewed by other employees, Laurel is unable to state with exact specificity the individuals who may have reviewed the Document.
- d. No. This Document was not prepared for or used in the decision to move forward with the Bidirectional Service Extension (i.e., Broadway 3). Rather, this Document was originally prepared in order to review various methods by which eastbound interstate petroleum products transportation service could be introduced onto the segment of the Laurel pipeline system located between Coraopolis and Eldorado, PA (i.e., Line 718 or L718), prior to the

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, LUCKNOW-HIGHSPIRE TERMINALS, LLC,
SHEETZ, INC. AND PBF HOLDING COMPANY, LLC INTERROGATORIES TO
LAUREL PIPE LINE COMPANY, L.P.
SET II**

initiation of existing Bidirectional Service over Line 718 in 2019. The methodologies reviewed in this Document were initial concepts reviewed by Buckeye and Laurel to provide Buckeye and Laurel with an initial, high-level understanding of pros and cons, as well as operational efficiencies and challenges that may have resulted from the introduction of eastbound interstate service on Line 718 based upon the then-current configuration and operations of this segment of the pipeline. A part of this analysis was to determine whether certain operational challenges (i.e., “cons”) associated with each method could be addressed in an effective and efficient manner, prior to the introduction of eastbound interstate service on Line 718. After this Document was prepared, Buckeye and Laurel engaged in more detailed analysis, including a technical conference and settlement discussions related to the then-existing proceedings regarding Broadway 2, in order to further analyze, review and refine the methodology for the implementation of bidirectional service on Line 718, prior to its initiation in 2019. See also Laurel’s responses to Set II, Nos. 12-17 for further information.

SPONSOR:

TJ Zeth, VP of Commercial Operations

Date: July 10, 2025

LAUREL EXHIBIT TZ-6
(No Public Version Available)

LAUREL EXHIBIT TZ-7

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, LUCKNOW-HIGHSPIRE TERMINALS, LLC,
SHEETZ, INC. AND PBF HOLDING COMPANY, LLC INTERROGATORIES TO
LAUREL PIPE LINE COMPANY, L.P.
SET II**

4. Reference C LAU00000620.
 - a. When was this document prepared?
 - b. Who prepared the document?
 - c. Has the document been shared with shippers on the Laurel pipeline and, if so, when was it shared?

RESPONSE:

- a. The current version of the “L724 Scheduling Manual” provided as C LAU00000620 was prepared on or about October 2, 2019. Laurel notes that this document is regularly updated by schedulers so that a backup scheduler has a reference for purposes of scheduling on the Laurel system, as it may not be the line they are primarily and regularly responsible for scheduling.
- b. The current version of the “L724 Scheduling Manual” provided as C LAU00000620 was prepared at the direction of Mark Johnson.
- c. This document has not been shared with shippers on the Laurel pipeline because it is an internal business document, which contains proprietary information not regularly shared with shippers on the system.

SPONSOR:

TJ Zeth, VP of Commercial Operations

Date: July 10, 2025