

**FORMAL COMPLAINT FORM
PUBLIC SERVICE COMMISSION
Heber M. Wells State Office Building
160 East 300 South, Fourth Floor
P.O. Box 4558
Salt Lake City, Utah 84114**

Complaints are public documents and are maintained on the Public Service Commission website. Further information on formal complaints is available at: <https://psc.utah.gov/complaint-process/>

1. Name of Complainant: NWR Limited Partnership

2. Address: 3212 S State Street, SLC, Utah 84119

Telephone No.: 801-486-1458

Email Address: Lynnk88@gmail.com

Preferred method of contact: Email or U.S. Mail

If represented by counsel, list:

Name: Lynn M Kingston

Address: 3212 S State Street, SLC, Utah 84119

Telephone No.: 801-486-1458 Email Address: Lynnk88@gmail.com

3. The utility being complained against is: Rocky Mountain Power

4. What did the utility do which you (the Complainant) think is illegal, unjust, or improper?
Include exact dates, times, locations and persons involved, as closely as you can.

The electricity was shut off about October 2024.

Rocky Mountain Power over charged unlawful fees, Please see attached.

4. Why do you (the Complainant) think these activities are illegal, unjust or improper?

Illegal over charges and breach of contract.

5. What relief does the Complainant request? Turn electricity on and a refund for over charges

6. Signature of Complainant 

Date: 10/24/25

NOTE: Submit complaint by email or U.S. mail. (<https://psc.utah.gov/psc-filing-requirements/>)

Lynn M. Kingston

Attorney at Law

3212 South State Street
Salt Lake City, Utah 84115

Tel: (801) 486-1458
Fax: (801) 746-2819

Lynnk88@gmail.com

September 19, 2025

VIA US CERTIFIED MAIL AND E-MAIL

Utah Division of Public Utilities

Heber M. Wells Building
160 East 300 South, 4th Floor
Salt Lake City, Utah 84111

Subject: Formal Complaint – Request for Emergency Relief to Connect Electricity; and Relief from Overcharges by Rocky Mountain Power.

To Whom It May Concern,

I represent NWR Limited Partnership (“NWR”). I am writing about NWR’s account number [REDACTED] for the property located at 7950 W 24000 N Plymouth, UT (“Property”). I am submitting this formal complaint to the Utah Division of Public Utilities for emergency relief to connect electricity and to correct the billing charges assessed by Rocky Mountain Power under our service agreement.

Background

In 2014, Rocky Mountain Power (“RMP”) signed a contract (“2015 MESA”) with Washakie Renewable Energy (“WRE”), who was a tenant of NWR, to deliver power to the Property. In or about 2018, the Federal Government filed forfeiture against WRE and criminal charges against its principals, which ultimately resulted in WRE closing and ceasing to exist. In 2019, RMP signed a contract (“2019 MESA”) with NWR to deliver power to the Property. There are no other relevant contracts since the 2019 MESA. After the 2019 MESA, RMP continued to invoice power to NWR pursuant to the 2015 MESA, even though the 2019 MESA was a new contract with a new customer. After signing the 2019 MESA, RMP invoiced NWR, but charged minimum charges according to the 2015 MESA signed by WRE.

In 2019 and 2020, the federal government issued restraining orders requiring NWR to preserve the assets previously utilized by WRE, which after WRE, were then being leased to multiple tenants; and ordered the tenants leasing the subject assets to pay rent to the government instead of to NWR and prohibiting NWR from enforcing any debts or leasing any of the restrained property without court approval. As a result, NWR no longer received the benefit of the contract it had signed with RMP, and NWR no longer had control of the tenants using the majority the power being charge to NWR ultimately eliminating NWRs ability to pay RMP’s power bills.

NWR struggled to comply with the restraining orders, requiring it to pay RMP to preserve the plant while receiving no rent money with which to do so, until finally, NWR no longer had the means and it became impossible for NWR to pay RMP because of the restraining orders.

NWR notified the courts multiple times of the impossible situation and on January 15, 2021, NWR filed a notice with the court that NWR was unable to pay the utility costs. NWR also requested the courts to allow the tenants to directly pay the tenants utility costs. One of those tenants, American Chemical then chose to pay portions of power bills directly, and did so for a period of time. In 2023, American Chemical left the property and ultimately quit paying the power bills leaving behind a tremendous power bill that the ranch operations could not cover. NWR had no control over American Chemical's use of the restrained assets and had no way to enforce or limit any use of power by the restrained assets even though the power was being charged to NWR. The restraining order prevented NWR from having the means to pay the bills. Once again, NWR attempted to pay what they could. In early 2024, NWR made a substantial payment to Rocky Mountain Power and repeatedly requested that RMP separate the electrical service for non-restrained assets, ranch operations, tenant residences, and farm facilities; from service to federally restrained assets. NWR and its ranch tenants held multiple calls and on-site meetings and provided all requested documentation to RMP's estimator. Tenants even offered to place service in their own names or businesses, but RMP refused to allow separate accounts while they operated on NWR land.

Despite these efforts, RMP representatives failed to respond, lost the provided paperwork, and did not record the information provided. For over six months, there was little productive communication between RMP and NWR. In September 2024, RMP informed NWR it would not proceed with the meter separation until the full outstanding balance was paid, even though NWR had already made the earlier payment specifically for that purpose.

NWR continued to struggle, and in October of 2024, RMP turned the power off because of lack of payment by NWR. NWR notified RMP of the damages shutting of the power would cause, in a demand letter that was sent October 10th 2024. In July 2025, NWR representatives and tenants met on site with Rocky Mountain Power representatives, who explained that the RMP's prior estimator working with NWR in 2024, had resigned and left without retaining any records of NWR's notes or responding to communications with NWR or ranch tenants. RMP acknowledged that the previous estimator had received numerous complaints and that some of their estimators "are not always good," noting that he had frequently failed to answer calls or respond to emails. RMP then stated they would be much more responsive and wanted to start fresh.

The power disconnection caused NWR substantial damages, including, but not limited to, loss of tenants and rental income, lost agricultural and cattle production, property damage, theft, and additional costs incurred by NWR tenants to mitigate damages.

Argument

a. Breach of Contract

NWR was not a party to the 2015 MESA (See attached Exhibit A), and is not responsible for any liability from the 2015 MESA. In 2019, NWR signed and became liable for the 2019 MESA (See attached Exhibit B). After RMP drafted and signed the 2019 MESA, RMP continued to bill power under the terms of the 2015 MESA. Not realizing the inaccuracy of the power bills, monthly bills were paid, which included unauthorized minimum use charges. Later, due to a government restraining order preventing NWR from receiving rent from its tenants, NWR struggled to pay the power bills. RMP then assessed late charges and interest, which was in part due to the unauthorized minimum use charges.

The 2015 MESA and 2019 MESA each have integration clauses. The 2019 MESA does not reference the 2015 MESA. In fact, the 2019 MESA excludes any other previous agreement. Therefore, from the plain wording of both documents, they cannot both be valid contracts on the same meter in the same time period. The 2019 MESA cannot be an amendment to the 2015 MESA. As stated in Article VII of the 2019 MESA (which Rocky Mountain Power drafted), if there was a previous contract between the parties, the 2019 MESA replaced and superseded it in its entirety. Pursuant to the contract drafted by Rocky Mountain Power, the 2015 contract does not apply to NWR.

NWR is only liable for charges billed according to the 2019 MESA. The 2019 MESA does not authorize minimum use billing charges, so NWR is not liable for any minimum use billings, and is entitled to a refund of all minimum use billings after September of 2019, along with any late charges and interest resulting therefrom.

NWR is also entitled to damages caused by the loss of power because the amount NWR owed to RMP was less than the amount RMP overcharged by billing invoices under the 2015 MESA. Therefore, RMP did not have the legal authority to turn off the power, and is liable for all NWR damages resulting therefrom. These damages include, but are not limited to, loss of crops and crop damages, property damages, and tenant costs incurred because of the loss of power. NWR is also entitled to its attorney fees and costs incurred to pursue this claim.

b. Force Majeure

P.S.C.U. No. 51 titled “Rocky Mountain Power Electric Service Schedule NO. 9 State of Utah General Service-High Voltage” (“Schedule No. 9”). This document is incorporated into NWR’s contract with RMP. Schedule No. 9 includes a force majeure clause that relieves NWR of liability and damages for events occurring beyond the control of NWR and RMP. Government restraining orders are one of the express events triggering a force majeure.

The government restraining orders in 2019 and 2020 prevented NWR from receiving revenue from the plant on the NWR property which used the bulk of the power provided by RMP, but at the same time required NWR to continue delivery of power to the plant. These government

restraining orders are a force majeure event, and prohibited NWR's control of the use of the power, and prevented NWR from receiving reimbursement from its tenant for the power used. The reality was that the government gained control of the tenant that used the power and the RMP contract.

This force majeure event excuses NWR from liability under the 2019 MESA. Even though NWR attempted to continue making payments for as long as possible, to keep the power from shutting off, the force majeure event excuses NWR from liability for all amounts not paid which is still outstanding on the account today

Motion for Emergency Relief

NWR, its tenants, and residents on the property have been without power since October of 2024. RMP shut off the power because NWR did not pay the bill. However, RMP's billing action is a breach of contract, improper, unjust, and illegal. NWR and its tenants were unable to adequately irrigate its property this year, and continues to lose crops from the lack of power. Also, every year NWR plants a winter wheat crop, which it lost last year due to the power shut off, and which it needs power to plant this fall. In addition, the summer season is nearing an end, and winter is fast approaching. Residents on the property, and NWR and/or tenant employees have already suffered a winter without power and they will, need power to live and work on the property through this coming winter season.

A utility company rule violation justifies an order for emergency relief requiring RMP to restore power to NWR. RMP actions of adding minimum billing amounts to NWR's power bills was breach of contract, improper, unjust, and illegal. Given RMP's actions, the following circumstances justify the DPU issuing an order requiring RMP to restore power immediately:

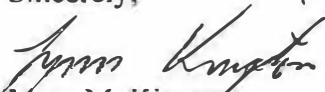
- a. With the winter season fast approaching, residents and tenants on the property need power to live and operate;
- b. NWR needs power to plant and irrigate a winter wheat crop this fall; and
- c. NWR needs power to irrigate its agricultural operations, is losing crops and being damaged every day RMP refuses to deliver power according to its contract;

NWR requests that the Division of Public Utilities ("DPU"):

1. Issue an Emergency Order requiring RMP to restore power to NWR immediately. In restoring power, NWR requests that the DPU order require that RMP disconnect the unrestrained assets from the existing substation, and install the necessary infrastructure to provide power separate therefrom;
2. Order RMP to install separate meters to NWR's residents, NWR's agricultural tenant operations and NWR's industrial tenant operations, and bill each under the correct rate categories;
3. Order RMP to issue a credit to NWR equal to the outstanding amount due on NWR's account;

4. Order RMP to issue NWR a refund for all minimum use charges assessed on the bills since 2019, and all late fees and interest applicable thereto; to be applied to any amount owed by NWR, and any remaining credit to apply toward future bills;
5. Order RMP to issue NWR a refund for any other unlawful charges that may be found by the DPU and/or PSC to be applied to any amount owed by NWR, and any remaining credit to apply toward the separation of meters, or refunded directly to NWR; and
6. Declare that NWR is entitled to damages resulting from the loss of power, in an amount to be determined before the Utah Division of Public Utilities.

Sincerely,



Lynn M. Kingston

CERTIFICATE OF SERVICE

I hereby certify that on this 27th day of October, 2025, a true and correct copy of the foregoing **CERTIFICATE OF SERVICE**, was filed electronically, and served to the parties to this case via email

john.hutchings@pacificorp.com

/s/ Elena Kingston
Paralegal