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BEFORE THE PUBLIC SERVICE COMMISSION OF UTAH

<p>NWR LIMITED PARTNERSHIP,</p> <p>vs.</p> <p>ROCKY MOUNTAIN POWER,</p>	<p>DOCKET NO. 22-035-58</p> <p>NWR’S OPPOSITION TO ROCKY MOUNTAIN POWER’S RULE 56(d) MOTION TO DEFER BRIEFING AND RULING ON MOTION FOR PARTIAL SUMMARY JUDGMENT OR, IN THE ALTERNATIVE, FOR ADDITIONAL TIME TO RESPOND</p>
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Pursuant to Utah Admin. Code R746-1-301 and Utah R. Civ. P. 56, NWR Limited Partnership (“NWR”), by and through its undersigned counsel, hereby submits NWR’s Opposition to Rocky Mountain Power’s Rule 56(d) Motion to Defer Briefing and Ruling on Motion for Partial Summary Judgment or, in the Alternative, for Additional Time to Respond.

SUMMARY

Rocky Mountain Power’s Rule 56(d) Motion to Defer Briefing and Ruling on Motion for Partial Summary Judgment or, in the Alternative, for Additional Time to Respond (“RMP’s Motion”) seeks to halt or delay briefing on NWR’s Motion for Partial Summary Judgment (“NWR’s Motion”), which asks the Public Service Commission of Utah (“Commission”) to

determine, as a matter of contract interpretation, that the 2019 Master Electric Service Agreement (“2019 MESA”) is the operative agreement governing issues in this proceeding. RMP’s Motion should be denied.

In RMP’s Motion, Rocky Mountain Power (“RMP”) argues that parol evidence exists that will show that the agreements between the parties were supplemented or modified. RMP acknowledges that it is in possession of some of that evidence (RMP Motion: p. 3; see also p. 5), but does not offer any that it alleges is in its possession. Rather, RMP argues it needs parol evidence in the possession of NWR and/or other parties.

The parties agree that the 2019 MESA is a valid agreement signed by both parties. The 2019 MESA contains an integration clause (See Exhibit A; NWR Motion: Exhibit A: p. 6 of 11), and is not ambiguous. As such, Utah law holds that parol evidence is not admissible to vary or contradict the clear and unambiguous terms within it. In addition, Utah’s Statute of Frauds disallows oral agreements requiring performance over a period longer than one year. Finally, Utah’s Statute of Limitations defeats any claim arising from a written agreement after six years.

All evidence RMP is seeking to discover is either; (1) irrelevant; (2) barred by the parol evidence rule; (3) barred the statute of Frauds; or (4) barred by the statute of limitations. It is therefore irrelevant to NWR’s Motion. As such, NWR requests that the Commission deny RMP’s Motion.

In addition, RMP has not met its burden of proof that the information it is seeking is relevant and likely to be discovered. Rule 56(d) requires a concrete showing of necessity, not generalized hopes that discovery might yield something useful. RMP identifies no specific, non-speculative facts that are “essential” to oppose NWR’s contract-centered motion; instead, it lists

broad topics for future discovery about historical relationships among various entities and extra-contractual conduct. RMP even admits to having some evidence it needs to support its argument, but it has not provided one shred of such evidence. If the evidence is oral or provided by the parties' actions, RMP should have witnesses who were involved and who can testify. Yet, RMP did not provide one name, or one declaration from a RMP employee witness who was involved or participated in the actions or oral evidence it claims it can discover. NWR respectfully requests that the Commission deny RMP's Motion based on RMP's failure to meet its evidentiary burden.

ARGUMENT

1. RMP'S REQUESTED DISCOVERY IS NOT ADMISSIBLE OR RELEVANT TO THE ISSUES ON APPEAL.

RMP argues that it needs to conduct discovery to adequately respond to NWR's Motion. RMP admits to having the evidence it received in the business relationship, but fails to produce a single shred of such evidence. This failure alone warrants a denial of RMP's Motion. However, the evidence RMP alleges exists and seeks to discover to support RMP's Motion is not admissible, and/or not relevant, to NWR's Motion because: (a) the 2019 MESA is the complete agreement between the parties; (b) Parol Evidence is not admissible to vary or contradict the 2019 MESA because it is an integrated contract with clear and unambiguous terms; (c) the Statute of Frauds Disallows oral agreements requiring performance over a period of time longer than one year; and (d) the Statute of Limitations defeats any claims from a written agreement older than six years.

a. The 2019 MESA is the Complete and Only Agreement Between the Parties in This Appeal.

On February 17, 2026, NWR filed NWR's Motion (See Exhibit A: NWR Motion).

Therein, NWR argued that the 2019 MESA is not ambiguous and contains an integration clause, and therefore is the complete and only agreement between the parties. NWR now incorporates NWR's Motion herein, and again puts forth that argument.

b. Utah Law Holds that Parol Evidence is Not Admissible to Vary or Contradict the Clear and Unambiguous Terms of a Contract.

In *Tangren Family Trust v. Tangren*, 182 P.3d 326 (Utah 2008), the Supreme Court addressed a case similar to ours in terms of facts and issues. The plaintiff and Defendant signed a lease agreement, then later disputed the terms of that agreement. Both parties argued that the lease was not intended to be a functioning lease. However, the lease had an integration clause which stated that “[t]his Lease contains the entire understanding between the parties with respect to its subject-matter, the Property and all aspects of the relationship between Lessee and Lessor.” *Id.* at 328. The Court held that the parol evidence rule “operates. . . to exclude evidence of contemporaneous conversations, representations, or statements offered for the purpose of varying or adding to the terms of an *integrated* contract. *Id.* at 330. The Court then provided the process to determine whether parol evidence is admissible:

First, the court must determine whether the agreement is integrated. If the court finds the agreement is integrated, then parol evidence may be admitted only if the court makes a subsequent determination that the language of the agreement is ambiguous.

We have defined an integrated agreement as a writing or writings constituting a final expression of one or more terms of an agreement. To determine whether a writing is an integration, a court must determine whether the parties adopted the writing as the *final and complete* expression of their bargain. Importantly, we have explained that when parties have reduced to writing what appears to be a complete and certain agreement, it will be conclusively presumed, in the absence of fraud, that the writing contains the whole of the agreement between the parties.

In this case, the Lease contains an integration clause entitled “*Entire Agreement*” in which Richard and Rodney explicitly agree that “[t]his Lease contains the entire understanding between the parties with respect to its subject-matter, the Property and all aspects of the relationship between Lessee and Lessor.” Integration clauses, such as this one, are routinely incorporated in agreements in order to signal to the courts that the parties agree that the contract is to be considered completely integrated. A completely integrated agreement must be interpreted on its face, and thus the purpose and effect of including a merger clause is to preclude the subsequent introduction of evidence of preliminary negotiations or of side agreements in a proceeding in which a court interprets the document.

The Court ruled that the agreement was integrated, was unambiguous, and therefore parol evidence was not admissible, even though both parties argued that it should be.

As argued in NWR’s Motion, the 2019 MESA is an integrated contract, and its terms are not ambiguous. In fact, RMP does not even argue that the 2019 MESA is ambiguous. In RMP’s Answer and Motion to Dismiss (“RMP Answer”), it stated that the 2019 MESA supplemented the Master Electrical Service Agreement between RMP and Washakie Renewable Energy, signed in or around May of 2014 (“2014 MESA”), but didn’t support that argument with any contract verbiage or other evidence (Exhibit B: RMP Answer, SOF 9). Similarly, in RMP’s Motion, RMP argues both that the 2019 MESA supplemented the 2014 MESA, and that the 2019 MESA was orally modified afterward, but it doesn’t provide any argument that either agreement was ambiguous. Therefore, parol evidence is not allowed to vary or add to the terms of the 2019 MESA or the 2014 MESA, making any discovery of parol evidence related to the 2019 MESA or the 2014 MESA irrelevant to NWR’s Motion.

c. The Statute of Frauds Disallows Oral Agreements Requiring Performance over a Period Longer Than 1 Year.

Utah Code Ann. §25-5-4(1) provides that

[t]he following agreements are void unless the agreement, or some note or memorandum of the agreement, is in writing, signed by the party to be charged with the agreement:

(a) every agreement that by its terms is not to be performed within one year from the making of the agreement;

This statute makes void any claim of any agreement that supplements or modifies the 2014 MESA. The 2014 MESA has a term of 15 years (See Exhibit A; NWR Motion: Exhibit B: p. 4). Therefore, under U.C.A. §25-5-4(1), it cannot be supplemented or modified unless the supplement or modification is in writing, or there is some written note or memorandum of it. RMP has not produced, nor alleged, that there is any writing referencing a supplement or modification to the 2014 MESA. Therefore, any discovery relating to the 2014 MESA is irrelevant to NWR's Motion.

The same argument applies the 2019 MESA, even though the 2019 MESA contains a term of one year, and automatically renews each year. Any alleged modification by the parties would have to include a term longer than one year in order to support RMP's claims of added minimum billings or other continuing modifications to the entire time period between 2019 to 2025. Again, RMP has not produced, nor alleged, that there is any writing referencing a modification to the 2019 MESA. Therefore, any discovery relating to the 2019 MESA is irrelevant to NWR's Motion.

d. The Statute of Limitations Defeats Any Claims Arising From the 2014 MESA

Utah Code Ann. §78B-2-309(1) provides that “[a]n action may be brought within six years: . . .(b). . . upon any contract. . . founded upon an instrument in writing. . . .” As argued above, the Statute of Frauds prevents an unwritten supplement or modification of the 2014 MESA. Therefore, the only relevance of the 2014 MESA to NWR's appeal would be a claim for breach of contract against WRE, which NWR could only be liable for, through RMP's unsupported theory of alter ego. Even that unlikely claim had to be brought within six years of the date of the claimed breach of contract. Although RMP has not alleged a breach of contract,

NWR argues that any conceivable breach of contract claim would have to have arisen prior to six years ago, and therefore is defeated by the statute of limitations. Therefore, any discovery relating to the 2014 MESA is irrelevant.

In summary, any information RMP alleges may exist and seeks to discover regarding the agreements between the Parties is barred by either the Parol Evidence Rule, the Statute of Frauds, and/or the Statute Limitations, and as such, is irrelevant to NWR's Motion. Therefore, NWR respectfully requests that the Commission deny RMP's Motion.

2. THE CASES CITED BY RMP DO NOT SUPPORT RMP'S MODIFICATION ARGUMENT

RMP argues that under Utah law, an unambiguous contract with an integration clause can still be freely modified. This is not true, and the cases RMP cites do not support RMP's argument, and are not analyzing a fact pattern similar to this matter currently before the Commission.

The first case RMP cites (RMP Motion, p. 9) as support for its modification argument is *R.T. Nielson Co. v. Cook*, 2002 UT 11, 40 P.3d 1119. The quote RMP cites is not a holding or a quotation of Utah law, but a jury instruction at issue on appeal. The Court did not rule on the jury instruction because it was not preserved for appeal. The court only addressed it in a footnote, saying it did accord with Utah law, and cited cases. However, the cases cited instruct that any oral modification is subject to the parol evidence rule (*See PLC Landscape Const. v. Piccadilly Fish 'N Chips, Inc.*, 28 Utah 2d 350, 351 (Utah 1972)), and that modification only applies in appropriate circumstances (*See Prince v. R. C. Tolman Const. Co., Inc.*, 610 P.2d 1267, 1269 (Utah 1980)). *R.T. Nielson Co.* does not support RMP's argument, and is easily distinguishable from our facts.

RMP's next cited case (RMP Motion, p. 9) is *iDrive Logistics LLC v. Adagio Teas Inc.*, 2022 UT App 115, ¶ 16, 519 P.3d 912. A quick review of this case reveals that it is based on Delaware law, and has no relevance or precedential effect on litigation of Utah law issues such as ours.

Next, RMP argues that:

While an integration clause can mean that the parties did not have prior agreements or understandings that would be in force after an agreement is signed, parties can modify the terms of an existing agreement to incorporate or continue a prior agreement even in the face of an integration clause

(RMP Motion, p. 10) citing *Jones v. American Coin Portfolios, Inc.*, 709 P.2d 303, 306-07 (Utah 1985). This case involved multiple agreements with integration clauses.

This case does not support RMP, and it doesn't hold what RMP argues. The *Jones* Court ruled that

The revised agreement expressly makes the September agreement and its amendment a part of the revised agreement, and those prior agreements are attached as exhibits: "All references to this Agreement ... shall deem to refer to and include this Agreement and all such Exhibits and writings. Any breach of default under any provisions of any of such writings shall, for all purposes, constitute a breach or default under this Agreement and all other such writings." Thus, the September agreement and note are not only unextinguished, but by this language, are kept alive under the revised agreement and can be the subject of a default . . . As discussed above, the September agreement and its amendments were specifically made a part of the revised agreement. Consequently, the integration clause simply reinforces our conclusion that the September agreement and its note are still unsatisfied.

Contrary to RMP's argument, *Jones* is a case with a later agreement that expressly included the prior agreement. It not only holds just the opposite of what RMP is citing it for, but also it holds what NWR is arguing.

In the same footnote with *Jones*, RMP cites (RMP Motion, p. 10) *ASC Utah, Inc. v. Wolf Mountain Resorts, L.C.*, 2010 UT 65, ¶ 38, 245 P.3d 184. This case does not analyze a contract

modification issue, but involves a waiver issue. The issue was whether a party has waived an arbitration clause in a contract after three years of litigation when the contract has a no-waiver clause in it. Although the Court did reason that parties can modify or waive the terms of a contract, the holding of the case was “under some circumstances, a no-waiver provision can itself be waived.” *Id.* at 196. This case is easily distinguishable from ours, and still held that its ruling only applied to certain specific circumstances.

Next RMP cites *Digecor, Inc. v. E.Digital Corp.*, 2007 WL 185477 and *Slicex, Inc. v. Aeroflex Colorado Springs, Inc.*, 2006 WL 2088282 to support its argument that “an integration clause does not necessarily eliminate the enforceable nature of a prior agreement where the parties did not intend that prior agreement to be superseded” (RMP Motion, P. 11). Both of these cases are federal cases, not Utah state cases, and both hold that the later agreement was separate and distinct and different subject matter from the earlier agreement, so the integration clause did not apply to eliminate the earlier agreement of different subject matter. These cases do not support RMP’s argument.

The above cases cited by RMP do not support RMP’s argument, and are plainly distinguishable from the facts in this case. Utah case law, as held in *Tangren Family Trust* and argued herein, that does allow for modification of a contract with an integration clause applies only to a limited, narrow set of circumstances very unlike our case, and such modification is subject to the Parol Evidence Rule, the Statute of Frauds, and the Statute of Limitations. As argued above, even if the 2019 MESA could be modified, any oral or other evidence of modification is barred by the Parol Evidence Rule, the Statute of Frauds, and the Statute of Limitations. Again, NWR respectfully requests the Commission deny RMP’s Motion.

3. RMP PRESENTED NEWLY ALLEGED FACTS IN AN ATTEMPT TO DEFEAT NWR'S MOTION.

In RMP's Answer, RMP stated that: (1) the purpose of the 2019 MESA was to reduce the load of the 2014 MESA; (2) the 2019 MESA was a supplemental agreement to the 2014 ESA¹, and the 2014 MESA; and (3) the service account was transferred to NWR from WRE Feed and Mill. (See Exhibit B: RMP Answer: SOF 9.) RMP's Answer implied that all intentions and acts of modification to any agreements occurred at the time the 2019 MESA was executed. After RMP's Answer, NWR filed NWR's Motion arguing that Utah case law requires a written document to support RMP's above statements (See Exhibit A: NWR Motion, p. 5-6). RMP responded by filing RMP's Motion. In RMP's Motion, RMP added multiple possible new facts not stated in RMP's Answer. Apparently in an attempt to defeat NWR's Motion, RMP states that the parties modified the 2014 MESA after the fact, and "possibly" modified the 2019 MESA after the fact. (RMP Motion: p. 11)

RMP was a party to the 2014 MESA and the 2019 MESA. RMP doesn't need discovery to learn what RMP did. It either did modify the 2019 agreement, or it did not. RMP did not include modification of either MESA in RMP's Answer. It appears that RMP wants to create the facts to meet the elements of the law, rather than apply the law to what actually occurred.

As argued above, the Statute of Frauds does not allow the 2014 MESA to be modified unless it is in writing. The Statute of Frauds also doesn't allow the 2019 MESA to be modified for a performance period of more than one year, unless it is in writing. So, even under RMP's newly alleged facts, any discovery of information relating to modification is therefore irrelevant to NWR's Motion.

¹ RMP appears to have mistakenly misread the 2018 ESA. In RMP's Answer, RMP states that RMP signed a 2014 ESA. (See Exhibit B: RMP Answer, SOF 1) RMP submitted a 2018 ESA, but not a 2014 ESA. NWR is not aware of any 2014 ESA.

Finally, NWR requests that the Commission consider a common sense view of the parties actions. In 2014, there was one electrical agreement for the site. All Agreements cited by RMP for this location had a distinct purpose, separate from each other agreement. The 2019 MESA was no different. It was for the purpose of providing and receiving all power needs of NWR. There was one contract, one bill, one payment. It is unreasonable to believe that RMP was: (1) administering two contracts; (2) maintaining only one account; and (3) sending only one bill. It is more reasonable to believe that the facts are what they appear to be; RMP executed the 2019 MESA, billed and maintained one account, and is now trying to create a narrative in attempts to overcome the facts of the case to meet the elements of the law.

4. ALL FACTS NOT ADDRESSED ABOVE ARE IRRELEVANT TO NWR'S MOTION AND DON'T JUSTIFY ADDITIONAL DISCOVERY.

RMP states a number of issues that it wants to conduct discovery on. Most of the issues address the questions of: (1) whether the 2014 MESA was transferred, modified, assigned, or assumed; (2) Whether the 2019 MESA was modified; (3) whether the 2019 MESA was supplemental to the 2014 MESA; and (4) the separation of the parties and alter ego issues. All discovery relating to these issues is irrelevant to NWR's Motion because the Parol Evidence Rule, the Statute of Frauds, and the Statute of Limitations (as argued above) makes any discovered information inadmissible.

In addition to the above issues, RMP listed the issues of unauthorized power lines and the safety conditions as issues it needs to conduct discovery on. These issues are not relevant to NWR's Motion, because they do not affect any aspect of any agreement or amount owing under any agreement.

CONCLUSION

RMP's Motion seeks to delay briefing on NWR's Motion and allow discovery on the issues in NWR's Motion. However, the discovery RMP is asking the Commission to allow is irrelevant to NWR's Motion because it would be inadmissible under the Parol Evidence Rule, the Statute of Frauds, and/or the Statute of Limitations. The 2019 MESA is the complete and entire agreement of the Parties relating to the issues herein, and NWR respectfully requests that the Commission deny RMP's Motion.

DATED April 10, 2026

Lynn M. KINGSTON

/s/ Lynn M. Kingston
Lynn M. Kingston,
Attorney for NWR Limited Partnership

CERTIFICATE OF SERVICE

I certify that on April 10, 2026 copies of the above were served via e-mail to the following:

Rocky Mountain Power: datarequest@pacificorp.com

Rocky Mountain Power: utahdockets@pacificorp.com

Max Backlund: max.backlund@pacificorp.com

Katherine Smith: katherine.smith@pacificorp.com

/s/ Lynn M. Kingston

EXHIBIT A

NWR MOTION

**THIS MOTION REQUIRES YOU
TO RESPOND. PLEASE SEE THE
NOTICE TO RESPONDING PARTY**

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BEFORE THE PUBLIC SERVICE COMMISSION OF UTAH

NWR LIMITED PARTNERSHIP, vs. ROCKY MOUNTAIN POWER,	DOCKET NO. 22-035-58 NWR MOTION FOR PARTIAL SUMMARY JUDGMENT
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Pursuant to Utah Code Annotated Utah R. Civ. P. 56, NWR Limited Partnership (“NWR”), by and through its undersigned counsel, hereby submits NWR’s Motion for Partial Summary Judgment (“Motion”).

RELIEF REQUESTED

NWR requests that the Public Service Commission grant NWR’s Motion for Partial Summary Judgment, ruling that the Master Electric Service Agreement signed by NWR and Rocky Mountain Power on or around September 29, 2019 (“2019 MESA”) is the complete agreement of the Parties, governing all issues between the parties in this appeal, and that no other agreement is relevant.

RELEVANT UNDISPUTED FACTS

1. On or around September 19, 2019, Rocky Mountain Power and NWR executed the 2019 MESA (See Exhibit A: 2019 MESA). Parties to this contract were NWR and Rocky Mountain Power.
2. The 2019 MESA states that “Customer desires to purchase all firm power and energy requirements for the Facility under this Agreement. . . .” (See Exhibit A: 2019 MESA, p. 1).
3. The 2019 MESA states that “Rocky Mountain Power desires to be the exclusive provider of all firm power and energy to Customer’s Facility,” (See Exhibit A: 2019 MESA, p. 1)
4. In Article VII, the 2019 MESA states that “[t]his Agreement contains the entire agreement of the Parties with respect to the subject matter, and replaces and supersedes in the entirety all prior agreements between the Parties related to the same subject matter.” (See Exhibit A: 2019 MESA, p. 7)
5. In Article VII, the 2019 MESA states that [e]xcept pursuant to Article VIII and Section 10.02 below, this Agreement may be modified only by a subsequent written amendment or agreement executed by both Parties.” (See Exhibit A: 2019 MESA, p. 7)
6. RMP has not disclosed a written agreement between the parties modifying the 2019 MESA.
7. The 2019 MESA contains a term of 1 year with automatic 1 year renewal periods unless either party terminated the contract. (See Exhibit A: 2019 MESA, p. 2)
8. The 2019 MESA does not make any reference to any obligation on the part of RMP to construct improvements. (See Exhibit A: 2019 MESA)
9. The 2019 MESA does not make any reference to any minimum monthly billing. (See Exhibit A: 2019 MESA)

10. The 2019 MESA does not state any specific tariff or regulation which provides for a minimum monthly billing.
11. In or around May 2014, Rocky Mountain Power and Washakie Renewable Energy (“WRE”) signed a Master Electric Service And Work Release Agreement (“2014 Agreement”) (See Exhibit B: 2014 Agreement) to build a substation and related facilities (together “Facilities”) in Plymouth, UT (the “Property”), and supply power.
12. In Article X, the 2014 Agreement states that “[e]xcept pursuant to Article XI this Agreement may be modified only by a subsequent written amendment or agreement executed by both Parties.” (See Exhibit A: 2014 Agreement, p. 11)
13. RMP has not disclosed any written amendment or agreement modifying the 2014 Agreement.

ARGUMENT

Utah R. Civ. P. 56 instructs that the “court shall grant summary judgment if the moving party shows that there is no genuine dispute as to any material fact and the moving party is entitled to judgment as a matter of law.”

The 2019 MESA is Unambiguous, and is the Complete and Only Agreement Between the Parties.

Utah case law holds that “[i]f the language within the four corners of the contract is unambiguous, the parties' intentions are determined from the plain meaning of the contractual language, and the contract may be interpreted as a matter of law”

(Rokovitz v. Manley Construction LLC, 563 P.3d 433, 444 (Ut App. 2025)).

Courts determine meaning by looking to "the ordinary and usual meaning of the words," often consulting "standard, non-legal dictionaries" for assistance (Pearce v. Purple Innovation,

Inc., 568 P.3d 649, 654 (Ut App. 2025)). In such cases where the language of the contract is unambiguous, courts may not consider extrinsic evidence to vary or add to the contract's terms (Schmith v. Schmit, 577 P.3d 365, 369-370 (Ut App. 2025)).

The 2019 MESA includes an integration clause that plainly states that “[t]his Agreement contains the entire agreement of the Parties with respect to the subject matter, and replaces and supersedes in the entirety all prior agreements between the Parties related to the same subject matter.” See Exhibit A: 2019 MESA, p. 7. The paragraph continues, stating that “this Agreement may be modified only by a subsequent written amendment or agreement executed by both Parties.” *Id.*

The integration clause in the 2019 MESA is plain and unambiguous. It clearly states that there is no agreement other than what is within it. It clearly states that if there was, any prior agreement is wholly replaced by it. Finally, it concludes by clearly stating that if any future amendment occurs, such future amendment **must** be in writing and signed by both Parties. There is no amendment to the 2019 MESA. Neither party has provided one because one doesn't exist. The 2019 MESA is the complete and only agreement between the Parties.

RMP argues that the 2014 Agreement is somehow incorporated into the 2019 MESA, and the 2019 MESA is simply an amendment or adjustment to the 2014 Agreement. However, by the plain wording of the 2019 MESA, which RMP drafted, that is not possible. Not only does the 2019 MESA have an integration clause, as argued above, but the 2014 Agreement also contains an integration clause (See Exhibit B: 2014 Agreement, p. 11) which also restricts any modification except by written amendment executed by both Parties.

The only way the 2014 Agreement could be relevant to this appeal is if there was a written amendment signed by all parties for the 2014 Agreement, and for the 2019 MESA. RMP has not produced a written agreement for either one. One doesn't exist. The 2014 Agreement and the 2019 MESA were two separate, distinct agreements, neither one referencing the other, neither one amending the other. Each applied to a different time period, and different circumstances. The 2019 MESA governs the appeal at issue, and the 2014 Agreement is not relevant to it.

CONCLUSION

The 2019 MESA (drafted by RMP), contains the complete agreement between NWR and RMP, and specifically states that in its integration clause. The 2019 MESA doesn't allow for any other agreement unless it is agreed to in writing by the parties, and RMP hasn't provided any evidence of an amendment to it. NWR requests that the Public Service Commission grant NWR's Motion, ruling that the entire agreement between NWR and RMP relating to this appeal is governed by and only by the 2019 MESA, and that no other agreement or contract is relevant.

DATED February 17, 2026

Lynn M. KINGSTON

/s/ Lynn M. Kingston

Lynn M. Kingston,
Attorney for NWR Limited Partnership

CERTIFICATE OF SERVICE

I certify that on February 17, 2026 copies of the above were served via e-mail to the following:

Rocky Mountain Power: datarequest@pacificorp.com
Rocky Mountain Power: utahdockets@pacificorp.com
Max Backlund: max.backlund@pacificorp.com
Katherine Smith: katherine.smith@pacificorp.com

/s/ Lynn M. Kingston

Notice to responding party

You have a limited amount of time to respond to this motion. In most cases, you must file a written response with the court and provide a copy to the other party:

- within 14 days of this motion being filed, if the motion will be decided by a judge, or
- at least 14 days before the hearing, if the motion will be decided by a commissioner.

In some situations a statute or court order may specify a different deadline.

If you do not respond to this motion or attend the hearing, the person who filed the motion may get what they requested.

See the court's Motions page for more information about the motions process, deadlines and forms:

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provides information about the ways you can get legal help, including the Self-Help Center, reduced-fee attorneys, limited legal help and free legal clinics.



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Aviso para la parte que responde

Su tiempo para responder a esta moción es limitado. En la mayoría de casos deberá presentar una respuesta escrita con el tribunal y darle una copia de la misma a la otra parte:

- dentro de 14 días del día que se presenta la moción, si la misma será resuelta por un juez, o
- por lo menos 14 días antes de la audiencia, si la misma será resuelta por un comisionado.

En algunos casos debido a un estatuto o a una orden de un juez la fecha límite podrá ser distinta.

Si usted no responde a esta moción ni se presenta a la audiencia, la persona que presentó la moción podría recibir lo que pidió.

Vea la página del tribunal sobre Mociones para encontrar más información sobre el proceso de las mociones, las fechas límites y los formularios:

utcourts.gov/motions-span



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Cómo encontrar ayuda legal

La página de la internet del tribunal Cómo encontrar ayuda legal

(utcourts.gov/help-span)

tiene información sobre algunas maneras de encontrar ayuda legal, incluyendo el Centro de Ayuda de los Tribunales de Utah, abogados que ofrecen descuentos u ofrecen ayuda legal limitada, y talleres legales gratuitos.



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EXHIBIT A

MASTER ELECTRIC SERVICE AGREEMENT
between
ROCKY MOUNTAIN POWER
and
N.W.R LIMITED PARTNERSHIP

This MASTER ELECTRIC SERVICE AGREEMENT (this "Agreement" or "MESA"), is entered into between Rocky Mountain Power, an unincorporated division of PacifiCorp, an Oregon corporation ("Rocky Mountain Power" or the "Company"), and N.W.R. Limited Partnership, a Nevada limited partnership ("Customer"), each sometimes referred to herein as "Party" or collectively as "Parties."

WHEREAS, Rocky Mountain Power is a provider of retail electric energy and power to retail electric customers, and

WHEREAS, Customer desires to purchase all firm power and energy requirements for the Facility under this Agreement, and

WHEREAS, Rocky Mountain Power desires to be the exclusive provider of all firm power and energy to Customer's Facility,

NOW, THEREFORE, the parties hereto agree as follows:

Article I. DEFINITIONS:

The following terms, when used herein with initial capitalization, whether in the singular or in the plural, shall have the meanings specified in this Article I:

"Agreement" means this Master Electric Service Agreement and any renewals thereof or amendments thereto.

"Billing Demand" means the Demand in kilowatts for the fifteen-minute period of Customer's greatest use during the Billing Period, determined to the nearest kilowatt, as shown by or computed from Rocky Mountain Power's meter readings at the Point of Delivery.

"Billing Period" means the period of approximately thirty (30) days intervening between regular successive meter readings.

"Commission" means the Public Service Commission of Utah.

"Contract Demand" means the specified Demand in kilowatts at a 100% Power Factor that Customer requires to meet its load requirements and that Rocky Mountain Power agrees to

supply and have available for delivery to Customer, which shall be 6,000 kW unless otherwise agreed in writing in accordance with the terms of this Agreement.

“Demand” means the rate in kilowatts at which electric energy is generated, transferred, or used. Demand measurements are calculated based on integrated average usage over consecutive fifteen-minute periods of time, unless specified otherwise in the applicable Electric Service Schedule or Electric Service Regulations.

“Electric Service Regulations” means Rocky Mountain Power's currently effective electric service regulations, on file with and approved by the Commission, as they may be amended or superseded from time to time with the approval of the Commission.

“Electric Service Schedule” means Rocky Mountain Power’s currently effective Electric Service Schedule No. 9, General Service, High Voltage, and such other applicable and available electric service schedules on file with and approved by the Commission and selected by or made applicable to the Customer pursuant to the Electric Service Regulations and the terms of the Electric Service Schedules. Any request for a change in Electric Service Schedule made by Customer shall be submitted in writing.

“Facility” means the facility to which Rocky Mountain Power shall provide electric power and energy, which is located at 7950 W 24000 N, Plymouth, Utah, and consists of a refinery.

“Firm Power and Energy” means electric power expressed in kilowatts and associated energy expressed in kilowatt-hours intended to have assured availability, as provided in Electric Service Regulation No. 4, entitled “Continuity of Service,” to meet any agreed-upon portion of Customer’s load requirements.

“Point of Delivery” means the point of delivery for all Firm Power and Energy delivered to Customer, and shall be at Rocky Mountain Power’s point of metering used for billing in Box Elder County, Utah.

“Power Factor” means the percentage determined by dividing Customer’s power use in kW (real power) by the kilovolt-ampere power load (apparent power) as defined and determined in the Electric Service Regulations and/or Electric Service Schedule.

Article II. TERM AND TERMINATION

Section 2.01 Term

This Agreement shall be effective upon execution by both Parties, and shall remain in full force and effect for a period of one (1) year following the date of Rocky Mountain Power’s initial delivery of electric power and energy to Customer in accordance with this Agreement. This Agreement shall automatically be renewed from year to year subject to the same terms and conditions, unless either Party submits written termination notice to the other Party not less than thirty (30) nor more than sixty (60) days prior to expiration of the initial term or any renewal term; provided, however, Customer may not terminate this Agreement so long as it is receiving electric service from Rocky Mountain Power.

Article III. DELIVERY OF FIRM POWER AND ENERGY

Section 3.01 Scope of Deliveries

Rocky Mountain Power shall deliver such amounts of Firm Power and Energy to the Point of Delivery as Customer requires to meet its load requirements up to, but not in excess of, Contract Demand, subject to the provisions of Article VI.

Section 3.02 Request for Additional Contract Demand

Upon Rocky Mountain Power's receipt of Customer's written request for power and energy above the Contract Demand, Rocky Mountain Power shall use commercially reasonable efforts to attempt to supply such additional power under terms and conditions acceptable to both Parties. Within fifteen (15) days of the request Rocky Mountain Power shall advise Customer in writing whether the additional power and energy is or can be made available and the terms on which it can be made available. If Rocky Mountain Power and Customer agree in writing that Rocky Mountain Power shall provide Customer with Firm Power and Energy in excess of the Contract Demand commitments, the amount of agreed deliveries shall become the new Contract Demand amending and superseding the Contract Demand specified in this Agreement.

Section 3.03 Reduction of Contract Demand

After thirty-six (36) months of deliveries at the initial Contract Demand or thirty-six (36) months after any increase in Contract Demand, Rocky Mountain Power may reduce Contract Demand to largest actual demand measured over the previous thirty-six months. The reduction in Contract Demand shall become effective thirty (30) days after Rocky Mountain Power provides notice.

Section 3.04 Commencement of Deliveries

Rocky Mountain Power shall make initial deliveries as soon as practicable after the effective date of this Agreement.

Section 3.05 Delivery Voltage

Rocky Mountain Power shall deliver Firm Power and Energy at the Point of Delivery in the form of three-phase, alternating current at a nominal frequency of 60 Hertz, and at a nominal voltage of 138,000 volts.

Section 3.06 Resale of Power

Customer shall not resell any electric power and energy delivered under this Agreement to any other person or entity.

Article IV. BILLING, PRICES AND PAYMENT FOR POWER AND ENERGY

Section 4.01 Billing

All billing statements for service under this Agreement shall show the amount due for the type and quantity of power and energy purchased or delivered and the associated charges in accordance with the applicable Electric Service Schedule and any charges permitted or required under the applicable Electric Service Regulations, the sum of which shall establish the total amount due from Customer for the Billing Period.

Section 4.02 Payments

All bills shall be paid by the date specified on the bill, and late charges shall be imposed upon any delinquent amounts. Unless otherwise required Customer may make payments by check, EDI or wire transfer to an account designated by Rocky Mountain Power. The Customer account number must be included with each payment. If Customer disputes any portion of Customer's bill, Customer shall pay the total bill and shall designate the disputed portion. Rocky Mountain Power shall decide the dispute within sixty (60) days after Customer's notice of dispute. Any refund Rocky Mountain Power determines Customer is due shall bear interest at the rate then specified by the Commission or, if no rate is specified, the then effective prime rate as quoted in The Wall Street Journal.

Section 4.03 Deposits

Rocky Mountain Power may request deposits to the extent permitted under the Electric Service Regulations and the Electric Service Schedules. In the event of a default by Customer in any of its obligations under this Agreement, the applicable Electric Service Regulations, or the applicable Electric Service Schedule, Rocky Mountain Power may exercise any or all of its rights and remedies under this Agreement, the Electric Service Regulations, or the Electric Service Schedule and under any applicable laws, rules and regulations with respect to any such deposits.

Article V. **METERING**

Section 5.01 Metering Equipment

Rocky Mountain Power shall provide, maintain and test meters and metering equipment required for billing purposes. The Parties shall specify the locations for Rocky Mountain Power's installation of metering equipment in Customer's premises, and Customer shall allow Rocky Mountain Power access to such locations without charge during reasonable business hours.

Section 5.02 Telecommunications Facilities

Customer shall provide a dedicated telephone line or other Rocky Mountain Power approved dedicated data access for meter interrogation. Customer shall provide the dedicated access without charge to Rocky Mountain Power.

Section 5.03 Secondary Metering

If the Point of Delivery is on the primary side of Customer's transformers, Rocky Mountain Power may elect to install its meter on the secondary side of the transformers, whereupon transformer and other losses occurring between the Point of Delivery and the meter shall be computed and added to the meter readings to determine the demand and energy consumption.

Section 5.04 Transformer Loss Curves

If Customer takes service at primary voltage and if secondary metering is used, Customer shall, prior to commencement of service, provide Rocky Mountain Power with transformer loss curves and test data to allow Rocky Mountain Power to calculate transformer losses for billing purposes.

Article VI. OPERATIONAL CONSTRAINTS

Section 6.01 Notification

Customer shall notify Rocky Mountain Power prior to increasing its consumption of electric power and energy in a manner that would exceed the Contract Demand or the normal operating limits of the Improvements, and Customer shall provide sufficient time for Rocky Mountain Power to accommodate such loads. Customer shall also notify Rocky Mountain Power prior to any significant change in load characteristics or installation of devices (such as power factor correction capacitors, dynamic brakes, adjustable speed drives, etc.) that could impact the operation of Rocky Mountain Power's electric system or Customer's interaction with Rocky Mountain Power's electric system.

Section 6.02 Operating Conditions

The Rocky Mountain Power Engineering Handbook Power Quality Section provides detailed information, guidelines, and requirements pertaining to operational constraints and power quality. Additionally, Customer shall comply with Rocky Mountain Power's Utah Electric Service Requirements. Customer accepts Rocky Mountain Power's operating limits as given in the applicable Rocky Mountain Power Engineering Handbook section, including without limitation the sections entitled "Voltage Level and Range," "Planning Standards for Transmission Voltage," and "Reliability Criteria for System Planning." All measurements of currents and voltages under this Article VI shall be taken at the Point of Delivery.

Section 6.03 Reactive Requirements

Customer shall control and limit the flow of reactive power between Rocky Mountain Power's and Customer's system so as to maintain a Power Factor in accordance with the Electric Service Schedule. Rocky Mountain Power's Billing Demand shall be increased in accordance with the Electric Service Schedule for excessive reactive flow.

Section 6.04 Voltage Fluctuation and Light Flicker

In order to receive electric service from Rocky Mountain Power, Customer shall continuously comply with Rocky Mountain Power's "Voltage Fluctuation and Light Flicker" guidelines and with the operating criteria set forth in the Power Quality section of Rocky Mountain Power's Engineering Handbook. If operation outside of these limits is desired, Customer must contact Rocky Mountain Power for engineering studies to be done prior to changing operations such that operation will stay within these limits.

Section 6.05 Harmonic Distortion

Customer shall operate the Facility in such a manner so that harmonic distortion and notching falls within Rocky Mountain Power's Harmonic Distortion guidelines and standards as described in the Power Quality section of Rocky Mountain Power's Engineering Handbook.

Section 6.06 Current Imbalance

Customer shall operate the Facility in a manner such that Facility steady-state load currents are reasonably balanced between each phase.

Section 6.07 Remediation

In the event that the Customer's operations fall outside of the technical requirements of this Agreement, or the Commission's requirements, or adversely affects the operations of Rocky Mountain Power's transmission or distribution system, or other Rocky Mountain Power customers, Rocky Mountain Power shall give written notice of the corrective actions required, and Customer shall have the opportunity for a period of fourteen (14) days to discuss Rocky Mountain Power's requirements. After such fourteen-day period, Rocky Mountain Power shall give Customer its final determination of Rocky Mountain Power's required corrective action. Although Rocky Mountain Power will discuss the corrective action with Customer, final determination of the corrective action required shall be made by Rocky Mountain Power, based on compliance with Rocky Mountain Power's Engineering Handbook guidelines and standards.

Should Customer fail to begin to take corrective action required by Rocky Mountain Power within thirty (30) days after written notice from Rocky Mountain Power or fail to pursue completion of such corrective action with diligence, Rocky Mountain Power may perform such services or supply and install such equipment as it deems necessary to provide corrective action, whereupon Customer shall compensate Rocky Mountain Power for all sums expended, all materials utilized, and all services contracted or performed, by paying a sum equal to 110% of all costs, expenses, material, and labor charges incurred by Rocky Mountain Power, including Rocky Mountain Power's internal material and labor charges and standard overhead costs. Customer shall pay such sums within fifteen (15) days after Rocky Mountain Power has mailed an itemized statement of its charges therefore. If Customer desires to operate outside of these limits, Customer shall pay for studies done by Rocky Mountain Power to determine the impact on other Rocky Mountain Power customers and whether the proposed operation is acceptable to Rocky Mountain Power.

Provided, should Rocky Mountain Power at any time reasonably determine that Customer's operations pose a threat to the safety of Rocky Mountain Power's employees or the public, pose an imminent threat to the integrity of Rocky Mountain Power's electric system, or may materially interfere with the performance of Rocky Mountain Power's service obligations, Rocky Mountain Power shall attempt to provide notice to Customer that Customer must change its operations. If Customer fails to take corrective action on a timely basis, or if notice cannot be provided by Rocky Mountain Power to Customer, prior to the time when corrective action must occur, then Rocky Mountain Power may perform such work and/or take such corrective action that is necessary, including disconnection, without additional notice to Customer and without subjecting itself to any liability provided Rocky Mountain Power has acted reasonably. If Rocky Mountain Power has performed the work and/or corrective action, as soon as practicable thereafter, Rocky Mountain Power will advise Customer in writing of the work performed or the action taken and will endeavor to arrange for the accommodation of Customer's operations, subject to the terms of this Agreement, the Electric Services Regulations, the guidelines and standards contained in the Rocky Mountain Power Engineering Handbook, Rocky Mountain Power's Utah Electric Service Requirements, and all other applicable rules or regulations. Customer shall be responsible for paying Rocky Mountain Power, upon demand, for all reasonable costs incurred by Rocky Mountain Power for all work, action, and accommodation performed by Rocky Mountain Power that is consistent with the terms of this paragraph.

Article VII. INTEGRATION; AMENDMENT

This Agreement contains the entire agreement of the Parties with respect to the subject matter, and replaces and supersedes in the entirety all prior agreements between the Parties related to the same subject matter. Except pursuant to Article VIII and Section 10.02 below, this Agreement may be modified only by a subsequent written amendment or agreement executed by both Parties.

Article VIII. JURISDICTION OF REGULATORY AUTHORITIES

Rocky Mountain Power's currently applicable, effective Electric Service Schedule, and Electric Service Regulations, are incorporated herein and by reference made a part hereof. Customer acknowledges that it is familiar with the Electric Service Schedule and Electric Service Regulations and agrees to abide by them and all amendments and changes thereto so approved by the Commission. In the event that the Commission or any other state, federal, or municipal authority determines that any provision of this Agreement conflicts with or is in violation of the Electric Service Schedule or the Electric Service Regulations, amends or supersedes the Electric Service Schedule or the Electric Service Regulations, or issues any rules, regulations, or orders which require Rocky Mountain Power to alter or amend any of the provisions of this Agreement or to terminate or curtail the delivery of Firm Power and Energy to Customer, this Agreement automatically shall be amended to comply with such determination, amendment, rule, regulation or order, and Rocky Mountain Power shall not be liable to Customer for damages or losses of any kind whatsoever which Customer may sustain as a result of such determination, amendment, rule, regulation, or order, including consequential damages.

Article IX. ASSIGNMENT

Customer's rights and obligations under this Agreement may not be assigned without Rocky Mountain Power's consent except in connection with a sale, assignment, lease or transfer of Customer's interest in its Facility, or real or personal property related thereto subject to (1) such successor's qualification as a customer under Rocky Mountain Power's policies, the Electric Service Regulations, and the Electric Service Schedule, and (2) the written agreement of such successor to be bound by this Agreement, the Electric Service Regulations, and the Electric Service Schedule, and to assume the obligation of Customer from the date of assignment. Rocky Mountain Power may condition this assignment upon the posting of a deposit as permitted under the Electric Service Regulations and the Electric Service Schedule. If Rocky Mountain Power consents to any such sale, assignment, lease or transfer, Customer shall remain liable for any liabilities and obligation under this Agreement, the Electric Service Regulations and the Electric Service Schedule through the date of assignment.

Company may at any time assign its rights and delegate its obligations under this Contract, in whole or in part, including, without limitation, transferring its rights and obligations under this Contract to any: (i) affiliate; (ii) successor in interest, or (iii) corporation or any other business entity in conjunction with a merger, consolidation or other business reorganization to which Company is a party.

Article X. INFORMATION

Section 10.01 Furnishing Information

Upon Rocky Mountain Power's request, Customer shall submit its year-end financial statements to Rocky Mountain Power, certified to be true and correct and in accordance with GAAP. Customer shall submit such additional information as Rocky Mountain Power may reasonably request from time to time in furtherance of the purposes of this Agreement. Rocky Mountain Power will keep such information confidential.

Section 10.02 Accuracy of Information

Customer represents that all information it has furnished or will furnish to Rocky Mountain Power in connection with this Agreement will be accurate and complete in all material respects. Customer also represents that Customer has not omitted and will not knowingly omit any fact in connection with the information to be furnished under this Agreement, which materially and adversely affects the business, operations, property or condition of the Facility or the obligations of Rocky Mountain Power under this Agreement. Should Rocky Mountain Power base its willingness to enter into any portion of this Agreement or any decision with respect to credit, deposits or any other material matter, on inaccurate information furnished by Customer, Rocky Mountain Power shall have the right to revoke its decision with respect to such matter and modify this Agreement and/or its decision, to reflect the determination which Rocky Mountain Power would have made had Rocky Mountain Power received accurate information.

Article XI. REMEDIES; WAIVER

Either Party may exercise any or all of its rights and remedies under this Agreement, the applicable Electric Service Regulations and under any applicable laws, rules and regulations. Rocky Mountain Power's liability for any action arising out of its activities relating to this Agreement or Rocky Mountain Power's electric utility service shall be limited to repair or replacement of any non-operating or defective portion of Rocky Mountain Power's electric utility facilities. Under no circumstances shall Rocky Mountain Power be liable for any economic losses, costs or damages, including but not limited to special, indirect, incidental, consequential, punitive, or exemplary damages. No provision of this Agreement or the Electric Service Regulations shall be deemed to have been waived unless such waiver is in writing signed by the waiving Party. No failure by any Party to insist upon the strict performance of any provision of this Agreement, the Electric Service Regulations or to exercise any right or remedy consequent upon a breach thereof, shall constitute a waiver of any such breach of such provision or of any other provision. No waiver of any provision of this Agreement or the Electric Service Regulations shall be deemed a waiver of any other provision of this Agreement, the Electric Service Regulations or a waiver of such provision with respect to any subsequent breach, unless expressly provided in writing.

Article XII. ATTORNEY'S FEES

In any suit or action, arising out of or related to this Agreement, the Electric Service Regulations, or the applicable Electric Service Schedule, involving a claim, counterclaim or cross-claim made by either Party against the other Party, the substantially prevailing Party shall be entitled to

recover the costs and fees (including, without limitation, reasonable attorneys' fees, the fees and costs of experts and consultants, copying, courier and telecommunication costs, and deposition costs and all other costs of discovery) incurred by such substantially prevailing Party in such suit or action, including, without limitation, any post-trial or appellate proceeding, or in the collection or enforcement of any judgment or award entered or made in such suit or action.

Article XIII. SET-OFF

If Customer should default under any of its obligations under this Agreement, Rocky Mountain Power shall be entitled, at its option and in its discretion without notice to Customer, to (a) set-off amounts due and owing to Rocky Mountain Power by Customer under this Agreement, against any amounts due and owing by Rocky Mountain Power or any of its affiliates, to the Customer or any of its affiliates, under any agreements, instruments or undertakings between Rocky Mountain Power or any of its affiliates, and Customer or any of its affiliates and/or (b) withhold payment of any amount due Customer or its affiliates, by Rocky Mountain Power or its affiliates--such amount to be determined by Rocky Mountain Power, in Rocky Mountain Power's reasonable discretion, as sufficient to cover Customer's unliquidated obligations, once liquidated, to the extent that Customer's obligations under this Agreement are not yet liquidated. The remedy provided for in this Article XIII shall be (a) without prejudice to and in addition to any right of set-off, combination of accounts, lien or other right to which Rocky Mountain Power is at any time otherwise entitled (whether by operation of law, contract or otherwise) and (b) exercisable against any trustee in bankruptcy, debtor in possession, assignee for the benefit of creditors, receiver, or execution, judgment or attachment creditor, notwithstanding the fact that such right of setoff shall not have been exercised by Rocky Mountain Power prior to such default.

Article XIV. GOVERNING LAW; JURISDICTION; VENUE

All provisions of this Agreement and the rights and obligations of the parties hereto shall in all cases be governed by and construed in accordance with the laws of the State of Utah applicable to contracts executed in and to be wholly performed in Utah by persons domiciled in the State of Utah. Each Party hereto agrees that any suit, action or proceeding seeking to enforce any provision of, or based on any matter arising out of or in connection with, this Agreement, the Electric Service Schedule, the Electric Service Regulations or the transactions contemplated hereby or thereby, may only be brought before the Commission, the Federal courts located within the State of Utah, or state courts of the State of Utah, and each Party hereby consents to the exclusive jurisdiction of such forums (and of the appellate courts therefrom) in any such suit, action or proceeding. Furthermore, each Party hereto waives, to the extent permitted by law, any objection which it may now or hereafter have to the laying of the venue of any such suit, action or proceeding in any such forum or that any such suit, action or proceeding which is brought in any such forum has been brought in any inconvenient forum. If for any reason, service of process cannot be found in the state of Utah, process in any such suit, action or proceeding may be served on a Party anywhere in the world, whether within or without the jurisdiction of any such forum.

Article XV. WAIVER OF JURY TRIAL

To the fullest extent permitted by law, each of the parties hereto waives any right it may have to a trial by jury in respect of litigation directly or indirectly arising out of, under or in connection with this agreement. Each party further waives any right to consolidate any action in which a jury trial has been waived with any other action in which a jury trial cannot be or has not been waived.

Article XVI. HEADINGS

The descriptive headings contained in this Agreement are included for reference only and shall not affect in any way the meaning or interpretation of this Agreement.

Article XVII. COMMUNICATIONS AND NOTICE

Any legal notice required to be given hereunder by one Party to the other Party shall be sent by hand-delivery, by courier service, or by registered or certified mail, return receipt requested, to the other Party hereto at its address hereafter set forth.

Customer's point of contact at Rocky Mountain Power for all matters is:

Bryan Anderson
Regional Business Manager
Rocky Mountain Power
1438 W 2550 S
Ogden, UT 84401
Phone: 801-629-4221

If to Rocky Mountain Power:


Rocky Mountain Power
Attention: Eric Holje
C & I Account Management
4171 W Lake Park Blvd
Salt Lake City, Utah 84120

If to Customer:

N.W.R. Limited Partnership
Attention: John McKay
PO Box 651664
South Salt Lake, UT 84165

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by persons duly authorized as of the dates set forth below.

N.W.R. LIMITED PARTNERSHIP

By: 
Name: John McKay
Title: Bookkeeper
Date: 9-16-19

ROCKY MOUNTAIN POWER

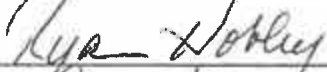
By: 
Name: Ryan Hobbey
Title: Operations Manager
Date: 9/18/19

EXHIBIT B
OF EXHIBIT A

SITE ID: 734770179

CC:12549

CONTRACT #
152163989
Request #:10051849

30894669-002-001

**MASTER ELECTRIC SERVICE
and
WORK RELEASE AGREEMENT
between
ROCKY MOUNTAIN POWER,
and
WASHAKIE RENEWABLE ENERGY**

This MASTER ELECTRIC SERVICE AND WORK RELEASE AGREEMENT (this "Agreement"), is entered into between Rocky Mountain Power, a dba of PacifiCorp, an Oregon corporation ("Rocky Mountain Power" or the "Company"), and Washakie Renewable Energy, a Utah limited liability company ("Customer"), each sometimes referred to herein as "Party" or collectively as "Parties."

WHEREAS, Rocky Mountain Power is a retail provider of Firm Power and Energy to retail electric customers, and

WHEREAS, in order for Customer to obtain Firm Power and Energy to the Facility, Customer desires to utilize, and Rocky Mountain Power agrees to construct, those improvements described in each Work Release Exhibit B executed and agreed to by and between Company and Customer, and

WHEREAS, Rocky Mountain Power will incur certain costs in constructing these Improvements; and

WHEREAS, Rocky Mountain Power Electric Service Regulation No. 12, shall govern Customer's general obligations and responsibility for these costs; and

WHEREAS, the Parties intend that this Agreement more specifically address their responsibilities to one another in this regard.

THEREFORE, the Parties agree as follows:

Article I. DEFINITIONS:

The following terms, when used herein with initial capitalization, whether in the singular or in the plural, shall have the meanings specified in this Article I:

"Actual Cost" means Rocky Mountain Power's actual cost of constructing the Improvements, including all reasonable costs, charges, and expenses incurred by Rocky Mountain Power in the design, construction, installation, modification, testing, regulatory approval, and inspection of and site-preparation for the Improvements, including without limitation: reasonable attorney fees,

appraisal costs, and all other direct costs; internal costs, including overheads, expenses, and supplies, all as conclusively determined by Rocky Mountain Power's SAP accounting system; and reasonable costs for the use of its capital and real property interests.

"Agreement" means this Master Electric Service and Work Release Agreement and any renewals thereof or amendments thereto.

"Allowance" shall have the same meaning as Extension Allowance in Electric Service Regulation No. 12. For the purposes of this Agreement, the estimated annual usage of and charge for Firm Power and Energy to the Facility shall be as stated in Exhibits A and C, as applicable.

"Billing Demand" or "Power" is as defined in Rocky Mountain Power's applicable Electric Service Schedules.

"Billing Period" means the period of approximately thirty (30) days intervening between regular successive meter readings.

"Commission" means the Public Service Commission of Utah.

"Contract Demand" means the specified Demand in kilowatts at a 100% Power Factor that Customer requires to meet its load requirements and that Rocky Mountain Power agrees to supply and have available for delivery to Customer as stated in Exhibits A and C.

"Contract Minimum Billing" means the minimum amount Customer shall pay to Rocky Mountain Power each Billing Period.

"Customer Advance Payment" referred to in Exhibits A, B and C, as applicable, is the amount, if required, paid by the Customer per the terms stated in P.S.C.U. Regulation 12 that represents the difference between the extension costs and the extension Allowance.

"Demand" means the rate in kilowatts at which electric energy is generated, transferred, or used. Demand measurements are calculated based on integrated average usage over consecutive fifteen-minute periods of time, unless specified otherwise in the applicable Electric Service Schedule or Electric Service Regulations.

"Effective Date" means the date on which this Agreement is signed by both Parties and any required prepayment has been received by Rocky Mountain Power.

"Electric Service Regulations" means Rocky Mountain Power's currently effective electric service regulations, on file with and approved by the Commission, as they may be amended or superseded from time to time with the approval of the Commission.

"Electric Service Schedule" means Rocky Mountain Power's currently effective Electric Service Schedule No. 8, Large General Service, 1,000 kW and Over, and such other applicable and available Electric Service Schedules on file with and approved by the Commission and selected by or made applicable to the Customer pursuant to the Electric Service Regulations and the terms

of the Electric Service Schedules. Any request for a change in Electric Service Schedule made by Customer shall be submitted in writing.

"Estimated Costs" means the initial costs needed to complete a Work Release, as specified in Exhibit B.

"Facility" means the facility to which Rocky Mountain Power shall provide electric power and energy, which is located at 7950 W 24000 N Plymouth, Utah, and consists of a biodiesel production facility.

"Facilities Charges" means the facilities charges permitted to be charged under Electric Service Schedule 300 as on file with and approved by the Commission. The monthly Facilities Charges are estimated in Exhibits A and C. Note: The actual Facilities Charges shall be determined upon completion of the Improvements as shown in Exhibit D.

"Firm Power and Energy" means retail electric power expressed in kilowatts and associated energy expressed in kilowatt-hours intended to have assured availability, as provided in Electric Service Regulation No. 4, entitled "Continuity of Service," to meet any agreed-upon portion of Customer's load requirements.

"Improvements" means the collective Work agreed to by the Customer in each executed Work Release.

"Initial Cost Estimate" means the estimate based on preliminary information received by Rocky Mountain Power at the Effective Date, as defined and authorized in Exhibit A. The Initial Cost Estimate may be revised as additional information becomes available.

"In-Service Date" means the date upon which Rocky Mountain Power has provided initial delivery of Firm Power and Energy to the Facility. As fully described in Article V, in no event shall Company be liable for consequential damages due to delays in completing the Improvements by the date specified in Exhibit C.

"Period of Performance" means the date beginning on the execution of this Agreement and continuing until all work is completed, as specified in Exhibit B.

"Point of Delivery" means Rocky Mountain Power's point of metering used for billing of all Firm Power and Energy delivered to the Facility.

"Power Factor" means the percentage determined by dividing Customer's power use in kW (real power) by the kilovolt-ampere power load (apparent power) as defined and determined in the Electric Service Regulations and/or Electric Service Schedule.

"System Impact Study" means the study Rocky Mountain power performs to determine the facilities needed to meet customer's request.

"Work" means the items to be performed or delivered as described in the most recently executed Work Release executed by Company and Customer.

"Work Release" means Exhibit B to this Agreement entered into by Company and Customer that more particularly describes the Work that will be performed by Company on behalf of Customer.

"Work Release Completion Date" means the date upon which Rocky Mountain Power has fulfilled the obligations described in the Period of Performance section in the most recently executed Work Release.

Article II. TERM AND TERMINATION; EARLY TERMINATION CHARGE

2.01 Term

This Agreement shall be effective on the Effective Date, and shall remain in full force and effect for a period of fifteen (15) years following the In-Service Date. This Agreement shall automatically be renewed from year to year subject to the same terms and conditions, unless either Party submits written termination notice to the other Party not less than thirty (30) nor more than sixty (60) days prior to expiration of the initial period or any renewal period; provided, however, this Agreement shall remain effective so long as Customer is receiving electric service from Rocky Mountain Power.

2.02 Early Termination by Rocky Mountain Power

If Customer has not authorized construction and has not diligently pursued the completion of its obligations under Article IV, for any reason, within six (6) months after the Effective Date, Rocky Mountain Power may elect to terminate its obligations under Article III and/or terminate any Work authorized pursuant to a Work Release. In such event, Customer shall pay Rocky Mountain Power within 45 days of written demand, without deduction, offset, or Allowance, for any Actual Costs and obligations Rocky Mountain Power has incurred in connection with the Improvements (a) prior to the stoppage of Work, and (b) reasonably incurs in winding up Work, including, without limitation, the Actual Costs incurred in connection with the cancellation of third-party contracts, and including all costs that may have been eligible for an Allowance had the Improvements been completed. If Customer has paid for any portion of the Improvements, Rocky Mountain Power shall refund the prepayment without interest or penalties, less any of the foregoing Actual Costs and obligations incurred by Rocky Mountain Power or other amounts due to Rocky Mountain Power, within thirty (30) days of termination.

2.03 Early Termination of Work by Customer

Customer reserves the right, upon seven (7) days advance written notice to Rocky Mountain Power, to require Rocky Mountain Power at any time to stop all Work by Rocky Mountain Power pursuant to this Agreement by providing written notice to Rocky Mountain Power. Upon the provision of such written notice, Customer shall pay Rocky Mountain Power upon demand, without deduction, offset, or Allowance, for any Actual Costs and obligations Rocky Mountain Power has incurred in connection with the Improvements (a) associated with the delay of work, (b) prior to ceasing Work, and (c) reasonably incurs in winding up Work, including, without limitation, the Actual Costs incurred in connection with the cancellation of third-party contracts, and including all Actual Costs that may have been eligible for an Allowance had the Improvements been completed. If Customer has paid for any portion of the Improvements, Rocky Mountain Power shall refund the prepayment without interest or penalties, less any of the foregoing Actual Costs and obligations incurred by Rocky Mountain Power or other amounts due to Rocky Mountain Power, within thirty (30) days of termination. Rocky Mountain Power agrees

that it will make a good faith effort to make use of any equipment ordered on behalf of Customer elsewhere on its system to offset the cost incurred by customer, subject to the Company's actual restocking fees.

2.04 Early Termination of Service Charges

In the event that within the first ten (10) years following the Commencement Date: (i) Customer terminates service at the Facility, or (ii) Customer defaults (resulting in termination of service), or (iii) this Agreement terminates for any reason; Customer shall then pay at once upon such termination a termination charge equal to the Allowance less 1/10th of the Allowance for each year service was taken, and any other charges due under the applicable Electric Service Regulations or Electric Service Schedules.

2.05 Facilities Removal upon Termination of Service

Upon termination of service, Rocky Mountain Power may require removal of any or all Improvements in accordance with its Electric Service Regulations regarding the availability of facilities. Within ninety (90) days of termination, Rocky Mountain Power shall notify Customer and provide an estimate of removal costs. Customer shall pay the estimated cost within thirty (30) days of the notice, unless the Parties agree in writing to other payment terms.

Article III. ROCKY MOUNTAIN POWER'S OBLIGATIONS REGARDING ROCKY MOUNTAIN POWER FACILITIES

3.01 Design, Construction, and Ownership

Rocky Mountain Power shall design, construct, install, and operate the Improvements for the Customer in accordance with Rocky Mountain Power standards. Rocky Mountain Power shall own the Improvements, together with Rocky Mountain Power's existing electric facilities used to serve Customer, and neither Customer nor any other person shall have the right to operate or maintain Rocky Mountain Power's electric facilities or the Improvements.

3.02 Allowance

Rocky Mountain Power shall grant the Allowance as specified in Exhibit A or C, based upon Customer's good faith estimate of the Facility's usage of electric power and energy.

Article IV. CUSTOMER'S OBLIGATIONS REGARDING FACILITIES

4.01 Rights of Way

Rocky Mountain Power shall select the right of way for all necessary lines with the cooperation of Customer. Customer shall prepare the form provided as Exhibit E to Rocky Mountain Power and shall tender to Rocky Mountain Power all instruments, documents, and writings necessary or useful in routing and constructing the lines, including but not limited to all necessary rights-of-way, licenses, permits and easements. At Customer's request and upon written approval from Rocky Mountain Power, Rocky Mountain Power will procure such rights of way, licenses, permits and easements at the Customer's expense.

4.02 Site Preparation

If any site preparation is necessary pursuant to Exhibit C, Customer shall prepare and clear any sites for the Improvements to Rocky Mountain Power's satisfaction, or Rocky Mountain Power

may elect to do so at the Customer's expense.

4.03 Compliance with Rocky Mountain Power Requirements

Customer shall comply with all of Rocky Mountain Power's tariffs, procedures, specifications, and requirements.

4.04 Access to Rocky Mountain Power Facilities

Customer shall not have physical access to Rocky Mountain Power's electric facilities or the Improvements and shall engage in no activities on or related to Rocky Mountain Power's electric facilities or the Improvements.

Article V. WARRANTIES; LIMITATIONS OF LIABILITY

5.01 Rocky Mountain Power

The Company warrants that its Work in constructing and maintaining the Improvements shall be consistent with prudent utility practices. **THE COMPANY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE WARRANTY OF MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE, AND SIMILAR WARRANTIES.** The Company's liability for breach of warranty, defects in the Improvements, or installation of the Improvements shall be limited to repair or replacement of any non-operating or defective portion of the Improvements or the Company's electric facilities. Under no circumstances shall the Company be liable for economic losses, including but not limited to consequential damages. The Company shall not be subject to any liability or damages for inability to provide service to the extent that such failure shall be due to causes beyond the reasonable control of the Company.

5.02 Customer

Customer warrants that it has estimated, in good faith, the Facility's usage of electric power and energy which was used to calculate the Allowance and the Contract Minimum Billing.

Article VI. DELIVERY OF FIRM POWER AND ENERGY

6.01 Initial Contract Demand

Rocky Mountain Power shall deliver such amounts of Firm Power and Energy to the Point of Delivery as Customer requires meeting its load requirements up to, but not in excess of, Contract Demand which shall be reflected in Exhibits A and C. Contract Demand may be increased or decreased, in accordance with the terms of this Agreement. Deliveries shall be subject to the operational constraints of Article IX.

6.02 Request for Additional Contract Demand

Upon Rocky Mountain Power's receipt of Customer's written request for Firm Power and Energy above the Contract Demand, Rocky Mountain Power shall use commercially reasonable efforts to attempt to supply such additional Firm Power and Energy under terms and conditions acceptable to both Parties. Within fifteen (15) days of the request Rocky Mountain Power shall advise Customer in writing whether the additional Firm Power and Energy is or can be made available and the terms on which it can be made available. If Rocky Mountain Power and Customer agree in writing that Rocky Mountain Power shall provide Customer with Firm Power and Energy in

excess of the Contract Demand commitments, the amount of agreed deliveries shall become the new Contract Demand amending and superseding the Contract Demand specified in this Agreement.

6.03 Reduction of Contract Demand

After thirty-six (36) months of deliveries at the initial Contract Demand or thirty-six (36) months after any increase in Contract Demand, Rocky Mountain Power may reduce Contract Demand to largest actual demand measured over the previous thirty-six months. The reduction in Contract Demand shall become effective thirty (30) days after Rocky Mountain Power provides notice.

6.04 Commencement of Deliveries

Rocky Mountain Power shall commence delivery as soon as practicable after the completion of the Improvements.

6.05 Delivery Voltage

Rocky Mountain Power shall deliver Firm Power and Energy at the Point of Delivery in the form of three-phase, alternating current at a nominal frequency of 60 Hertz, and at a nominal voltage specified in Exhibits A and C. For additional information on the delivery voltage, see the section "Voltage Level and Range" in the Rocky Mountain Power Engineering Handbook.

6.06 Resale of Power

Customer shall not resell any electric power and energy delivered under this Agreement to any other person or entity.

Article VII. BILLING, PRICES AND PAYMENT FOR POWER AND ENERGY

7.01 Monthly Billing for Power and Energy

All billing statements for service under this Agreement shall show the amount due for the type and quantity of power and energy purchased or delivered and the associated charges in accordance with the applicable Electric Service Schedule and any charges permitted or required under the applicable Electric Service Regulations, the sum of which shall establish the total amount due from Customer for the Billing Period. Provided, if the sum of such charges would be less than the Contract Minimum Billing described below, the total amount due from Customer for the Billing Period under this Agreement shall be the Contract Minimum Billing, subject to the conditions of Section 7.02.

7.02 Contract Minimum Billing

Monthly bills for electric service shall be rendered and paid in accordance with the rates and terms of Rocky Mountain Power's filed and approved Electric Service Schedules; provided, that in order to compensate Rocky Mountain Power for its installation of the Improvements to serve Customer, Customer shall pay not less than the Contract Minimum Billing, which shall be the greater of (1) charges for service during the Billing Period under the provisions of the applicable Electric Service Schedules, or (2) 80% of Customer's charges for service during the Billing Period, plus the Facilities Charges, even if the amount of electrical energy actually consumed would have resulted in a lesser charge under the applicable Electric Service Schedules. The Customer must pay a Contract Minimum Billing for as long as service is taken, but in no case longer than 15 years under this Agreement.

7.03 Payments

All bills shall be paid by the date specified on the bill, and late charges shall be imposed upon any delinquent amounts. Unless otherwise required, Customer may make payments by check, EDI or wire transfer to an account designated by Rocky Mountain Power. The Customer account number must be included with each payment. If Customer disputes any portion of Customer's bill, Customer shall pay the total bill and shall designate the disputed portion. Rocky Mountain Power shall respond to the dispute within sixty (60) days after Customer's notice of dispute. Any refund Rocky Mountain Power determines Customer is due shall bear interest at the rate then specified by the Commission or, if no rate is specified, the then effective prime rate as quoted in The Wall Street Journal.

7.04 Deposits

Rocky Mountain Power may request deposits to the extent permitted under the Electric Service Regulations and the Electric Service Schedules. In the event of a default by Customer in any of its obligations under this Agreement, the applicable Electric Service Regulations, or the applicable Electric Service Schedule, Rocky Mountain Power may exercise any or all of its rights and remedies under this Agreement, the Electric Service Regulations, or the Electric Service Schedule and under any applicable laws, rules and regulations with respect to any such deposits.

Article VIII. METERING

8.01 Metering Equipment

Rocky Mountain Power shall provide, maintain and test meters and metering equipment required for billing purposes. The Parties shall specify the locations for Rocky Mountain Power's installation of metering equipment at the Customer's premises, and Customer shall allow Rocky Mountain Power access to such locations without charge during reasonable business hours.

8.02 Telecommunications Facilities

At sites where there is cell phone coverage Rocky Mountain Power shall provide an external cell phone or Ethernet connection for remote data acquisition located at the meter. For sites where there is no cell coverage or Rocky Mountain Power owned fiber the customer shall provide a dedicated telephone line or other Rocky Mountain Power approved dedicated data access for meter interrogation. Customer shall provide the dedicated access without charge to Rocky Mountain Power.

8.03 Secondary Metering

If the Point of Delivery is on the primary side of Customer's transformers, Rocky Mountain Power may elect to install its meter on the secondary side of the transformers, whereupon transformer and other losses occurring between the Point of Delivery and the meter shall be computed and added to the meter readings to determine the demand and energy consumption.

8.04 Transformer Loss Curves

If Customer takes service at primary voltage and if secondary metering is used, Customer shall, prior to commencement of service, provide Rocky Mountain Power with transformer loss curves and test data to allow Rocky Mountain Power to calculate transformer losses for billing purposes.

Article IX. OPERATIONAL CONSTRAINTS

9.01 Notification

Customer shall notify Rocky Mountain Power prior to increasing its consumption of electric power and energy in a manner that would exceed the normal operating limits of the Improvements or Rocky Mountain Power's electric system, and Customer shall provide sufficient time for Rocky Mountain Power to accommodate such loads. Customer shall also notify Rocky Mountain Power prior to any significant change in load characteristics or installation of devices (such as power factor correction capacitors, dynamic brakes, adjustable speed drives, etc.) that could impact the operation of Rocky Mountain Power's electric system or Customer's interaction with Rocky Mountain Power's electric system.

9.02 Normal Operating Limits

The Rocky Mountain Power Engineering Handbook Power Quality Section provides detailed information, guidelines, and requirements pertaining to operational constraints and power quality. Additionally, Customer shall comply with Rocky Mountain Power's Utah Electric Service Requirements. Customer accepts Rocky Mountain Power's normal operating limits as given in the applicable Rocky Mountain Power Engineering Handbook section, including without limitation the sections entitled "Voltage Level and Range," "Planning Standards for Voltage Level," and "System Reliability Criteria." All measurements of currents and voltages under this Article IX shall be taken at the Point of Delivery.

9.03 Reactive Requirements

Customer shall control and limit the flow of reactive power between Rocky Mountain Power's and Customer's system so as to maintain a Power Factor in accordance with the Electric Service Schedule. Rocky Mountain Power's Billing Demand shall be increased in accordance with the Electric Service Schedule for excessive reactive flow.

9.04 Voltage Fluctuation and Light Flicker

In order to receive electric service from Rocky Mountain Power, Customer shall continuously comply with Rocky Mountain Power's "Voltage Fluctuation and Light Flicker" guidelines and with the operating criteria set forth in the Power Quality section of Rocky Mountain Power's Engineering Handbook. If operation outside of these limits is desired, Customer must contact Rocky Mountain Power for engineering studies to be done prior to changing operations to ensure that operation remains within these limits.

9.05 Harmonic Distortion

Customer shall operate the Facility in such a manner so that harmonic distortion and notching falls within Rocky Mountain Power's adopted guidelines and standards as described in the Rocky Mountain Power Engineering Handbook, Harmonic Distortion Section.

9.06 Current Imbalance

Customer shall operate the Facility in a manner such that Facility steady-state load currents are reasonably balanced between each phase.

9.07 Transmission Voltage Increases for Customer-Owned Substations (Only for Customers who own substations)

This section applies if, as a result of growth in the area served by transmission facilities also serving a Customer-owned substation, Rocky Mountain Power must raise transmission system voltage to increase system capacity. Customer-owned substations connected to the transmission system can lead to a constraint on converting the area voltage due to the necessity to continue providing service at the current voltage. To avoid such a constraint, Customer shall either a) Convert its substation, without cost to Rocky Mountain Power, upon three hundred sixty five (365) days written notice from Rocky Mountain Power; or b) Install substation facilities which can accept both the existing and planned new incoming voltage, such as with a dual high side voltage rating of Customer side transformer and substation bus work.

9.08 Remediation

In the event that the Customer's operations fall outside of the technical requirements of this Agreement, or the Commission's requirements, or adversely affects the operations of Rocky Mountain Power's transmission or distribution system, or other Rocky Mountain Power customers, Rocky Mountain Power shall give written notice of the corrective actions required, and Customer shall have the opportunity for a period of fourteen (14) days to discuss Rocky Mountain Power's requirements. After such fourteen-day period, Rocky Mountain Power shall give Customer its final determination of Rocky Mountain Power's required corrective action. Although Rocky Mountain Power shall discuss the corrective action with Customer, final determination of the corrective action required shall be made by Rocky Mountain Power, based on compliance with Rocky Mountain Power's Engineering Handbook guidelines and standards.

Should Customer fail to begin to take corrective action required by Rocky Mountain Power within thirty (30) days after written notice from Rocky Mountain Power or fail to pursue completion of such corrective action with diligence, Rocky Mountain Power may perform such services or supply and install such equipment as it deems necessary to provide corrective action, whereupon Customer shall compensate Rocky Mountain Power for all sums expended, all materials utilized, and all services contracted or performed, by paying a sum equal to 110% of all costs, expenses, material, and labor charges incurred by Rocky Mountain Power, including Rocky Mountain Power's internal material and labor charges and standard overhead costs. Customer shall pay such sums within fifteen (15) days after Rocky Mountain Power has mailed an itemized statement of its charges therefore. If Customer desires to operate outside of these limits, Customer shall pay for studies done by Rocky Mountain Power to determine the impact on other Rocky Mountain Power Customers and whether the proposed operation is acceptable to Rocky Mountain Power.

Provided, should Rocky Mountain Power at any time reasonably determine that Customer's operations pose a threat to the safety of Rocky Mountain Power's employees or the public, pose an imminent threat to the integrity of Rocky Mountain Power's electric system, or may materially interfere with the performance of Rocky Mountain Power's service obligations, Rocky Mountain Power shall attempt to provide notice to Customer that Customer must change its operations. If Customer fails to take corrective action on a timely basis, or if notice cannot be provided by Rocky Mountain Power to Customer, prior to the time when corrective action must occur, then Rocky Mountain Power may perform such work and/or take such corrective action that is

necessary, including disconnection, without additional notice to Customer and without subjecting itself to any liability provided Rocky Mountain Power has acted reasonably. If Rocky Mountain Power has performed the work and/or corrective action, as soon as practicable thereafter, Rocky Mountain Power shall advise Customer in writing of the work performed or the action taken and shall endeavor to arrange for the accommodation of Customer's operations, subject to the terms of this Agreement, the Electric Services Regulations, the guidelines and standards contained in the Rocky Mountain Power Engineering Handbook, Rocky Mountain Power's Utah Electric Service Requirements, and all other applicable rules or regulations. Customer shall be responsible for paying Rocky Mountain Power, upon demand, for all reasonable costs incurred by Rocky Mountain Power for all work, action, and accommodation performed by Rocky Mountain Power that is consistent with the terms of this paragraph.

Article X. INTEGRATION; AMENDMENT

This Agreement and Exhibits contains the entire agreement of the Parties with respect to the subject matter, and replaces and supersedes in the entirety all prior agreements between the Parties related to the same subject matter. Except pursuant to Article XI this Agreement may be modified only by a subsequent written amendment or agreement executed by both Parties.

Article XI. JURISDICTION OF REGULATORY AUTHORITIES

Rocky Mountain Power's currently applicable, effective Electric Service Schedule, and Electric Service Regulations, are incorporated herein and by reference made a part hereof. Customer acknowledges that it is familiar with the Electric Service Schedule and Electric Service Regulations and agrees to abide by them and all amendments and changes thereto so approved by the Commission. In the event that the Commission or any other state, federal, or municipal authority determines that any provision of this Agreement conflicts with or is in violation of the Electric Service Schedule or the Electric Service Regulations, amends or supersedes the Electric Service Schedule or the Electric Service Regulations, or issues any rules, regulations, or orders which require Rocky Mountain Power to alter or amend any of the provisions of this Agreement or to terminate or curtail the delivery of Firm Power and Energy to Customer, this Agreement automatically shall be amended to comply with such determination, amendment, rule, regulation or order, and Rocky Mountain Power shall not be liable to Customer for damages or losses of any kind whatsoever which Customer may sustain as a result of such determination, amendment, rule, regulation, or order, including consequential damages.

Article XII. FORCE MAJEURE

Neither party shall be subject to any liability or damages for delay or failure to perform its respective obligations under this Agreement to the extent that such failure was due to causes beyond the reasonable control of the Party relying thereon as justification for such delay or failure, including, but not limited to the following: (a) the operation and effect of any rules, regulations and orders promulgated by any Commission, municipality, or governmental agency of the United States, or subdivision thereof (so long as the claiming Party has not applied for or assisted in the application for, and has opposed where and to the extent reasonable, such government action); (b) restraining order, injunction or similar decree of any court; (c) war; (d) flood; (e) earthquake; (f) act of God; (g) civil disturbance, sabotage, or terrorism; (h) strikes or

boycotts; or (i) failure, breakdown of, or damage to Rocky Mountain Power or third party electric facilities. Should any of the foregoing occur, and (1) Customer claims Force Majeure, then Customer shall have no liability for service until Customer is able to resume service, except for any minimum monthly payments or termination charges designed to cover special facilities extension costs, or (2) Rocky Mountain Power claims Force Majeure, then Customer shall have no liability for service until Rocky Mountain Power is able to resume service. However, the Party claiming Force Majeure shall make every reasonable attempt to diligently remedy the cause thereof. Time periods for performance obligations of Parties herein shall be extended for the period during which Force Majeure was in effect. In the event that a Force Majeure event occurs, and Customer does not resume service at pre-event levels within six (6) months of the beginning of the event, the Agreement shall be treated as terminated by Customer pursuant to Section 2.02 above. Notwithstanding this Article XII, Rocky Mountain Power's obligations to provide electric service under this Agreement shall be governed by the section of Electric Service Regulation No. 4, entitled "Continuity of Service."

Article XIII. ASSIGNMENT

Customer's rights and obligations under this Agreement may not be assigned without Rocky Mountain Power's consent except in connection with a sale, assignment, lease or transfer of Customer's interest in its Facility, or real or personal property related thereto subject to (1) such successor's qualification as a customer under Rocky Mountain Power's policies, the Electric Service Regulations, and the Electric Service Schedule, and (2) the written agreement of such successor to be bound by this Agreement, the Electric Service Regulations, and the Electric Service Schedule, and to assume the obligation of Customer from the date of assignment. Rocky Mountain Power may condition such assignment upon the posting of a deposit as permitted under the Electric Service Regulations and the Electric Service Schedule. If Rocky Mountain Power consents to any such assignment Customer shall remain liable for any liabilities and obligation under this Agreement, the Electric Service Regulations and the Electric Service Schedule through the date of assignment.

Article XIV. INFORMATION

14.01 Furnishing Information

Upon Rocky Mountain Power's request, Customer shall submit its year-end reviewed financial statements to Rocky Mountain Power, certified to be true and correct and in accordance with GAAP. Customer shall submit its year-end reviewed financial statements as Rocky Mountain Power may reasonably request from time to time in furtherance of the purposes of this Agreement. At Customer's request, Rocky Mountain Power shall provide a confidentiality agreement in the form attached as Exhibit E with respect to the financial statements provided pursuant to this Section 14.01.

14.02 Accuracy of Information

Customer represents that all information it has furnished or shall furnish to Rocky Mountain Power in connection with this Agreement shall be accurate and complete in all material respects. Customer also represents that Customer has not knowingly omitted and shall not knowingly omit any fact in connection with the information to be furnished under this Agreement, which materially and adversely affects the business, operations, property or condition of the Facility or

the obligations of Rocky Mountain Power under this Agreement. Should Rocky Mountain Power base its willingness to enter into any portion of this Agreement or any decision with respect to credit, deposits or any other material matter, on inaccurate information furnished by Customer, Rocky Mountain Power shall have the right to revoke its decision with respect to such matter and modify this Agreement and/or its decision, to reflect the determination which Rocky Mountain Power would have made had Rocky Mountain Power received accurate information.

Article XV. REMEDIES; WAIVER

Either Party may exercise any or all of its rights and remedies under this Agreement, the applicable Electric Service Regulations and under any applicable laws, rules and regulations. Rocky Mountain Power's liability for any action arising out of its activities relating to this Agreement or Rocky Mountain Power's electric utility service shall be limited to repair or replacement of any non-operating or defective portion of Rocky Mountain Power's electric utility facilities. Under no circumstances shall either party be liable for any economic losses, costs or damages, including but not limited to special, indirect, incidental, consequential, punitive, or exemplary damages. No provision of this Agreement or the Electric Service Regulations shall be deemed to have been waived unless such waiver is in writing signed by the waiving Party. No failure by any Party to insist upon the strict performance of any provision of this Agreement, the Electric Service Regulations or to exercise any right or remedy consequent upon a breach thereof, shall constitute a waiver of any such breach of such provision or of any other provision. No waiver of any provision of this Agreement or the Electric Service Regulations shall be deemed a waiver of any other provision of this Agreement, the Electric Service Regulations or a waiver of such provision with respect to any subsequent breach, unless expressly provided in writing.

Article XVI. ATTORNEY'S FEES

In any suit or action, arising out of or related to this Agreement, the Electric Service Regulations, or the applicable Electric Service Schedule, involving a claim, counterclaim or cross-claim made by either Party against the other Party, the substantially prevailing Party shall be entitled to recover the costs and fees (including, without limitation, reasonable attorneys' fees, the fees and costs of experts and consultants, copying, courier and telecommunication costs, and deposition costs and all other costs of discovery) incurred by such substantially prevailing Party in such suit or action, including, without limitation, any post-trial or appellate proceeding, or in the collection or enforcement of any judgment or award entered or made in such suit or action.

Article XVII. SET-OFF

If Customer defaults under any of its obligations under this Agreement, Rocky Mountain Power may at its option, without notice to Customer, set-off amounts due and owing to Rocky Mountain Power by Customer or any of its affiliates under any present or future agreement between Rocky Mountain Power or any of its affiliates and Customer or any of its affiliates against amounts owed to Customer or any of its affiliates, under any present or future agreement between Customer or any of its affiliates and Rocky Mountain Power or any of its affiliates.

Article XVIII. GOVERNING LAW; JURISDICTION; VENUE

All provisions of this Agreement and the rights and obligations of the Parties hereto shall in all cases be governed by and construed in accordance with the laws of the State of Utah applicable to contracts executed in and to be wholly performed in Utah by persons domiciled in the State of Utah. Each Party hereto agrees that any suit, action or proceeding seeking to enforce any provision of, or based on any matter arising out of or in connection with, this Agreement, the Electric Service Schedule, the Electric Service Regulations or the transactions contemplated hereby or thereby, may only be brought before the Commission, the Federal courts located within the State of Utah, or state courts of the State of Utah, and each Party hereby consents to the exclusive jurisdiction of such forums (and of the appellate courts therefrom) in any such suit, action or proceeding. Furthermore, each Party hereto waives, to the extent permitted by law, any objection which it may now or hereafter have to the laying of the venue of any such suit, action or proceeding in any such forum or that any such suit, action or proceeding which is brought in any such forum has been brought in any inconvenient forum. If for any reason, service of process cannot be found in the state of Utah, process in any such suit, action or proceeding may be served on a Party anywhere in the world, whether within or without the jurisdiction of any such forum.

Article XIX. WAIVER OF JURY TRIAL

To the fullest extent permitted by law, each of the parties hereto waives any right it may have to a trial by jury in respect of litigation directly or indirectly arising out of, under or in connection with this Agreement. Each party further waives any right to consolidate any action in which a jury trial has been waived with any other action in which a jury trial cannot or has not been waived.

Article XX. HEADINGS

The descriptive headings contained in this Agreement are included for reference only and shall not affect in any way the meaning or interpretation of this Agreement.

Article XXI. COMMUNICATIONS AND NOTICE

Customer's point of contact at Rocky Mountain Power for all matters is:

Craig Bruderer
Corporate Account Manager
Rocky Mountain Power
1438 W 2550 S
Ogden, Utah 84401
801-629-4305

Any legal notice required to be given hereunder by one Party to the other Party shall be sent by hand-delivery, by courier service, or by registered or certified mail, return receipt requested, to the other Party hereto at its address hereafter set forth.

If to Rocky Mountain Power: Rocky Mountain Power
Attention: Jim Hermann
C&I Account Management


825 NE Multnomah, Suite 800
Portland, OR 97232

If to Customer:

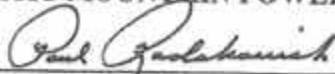
Washakie Renewable Energy
Attn: Jared Stephens and or Bryan Owen
7950 West 300 North
Plymouth, Utah 84330

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by persons duly authorized as of the dates set forth below.

WASHAKIE RENEWABLE ENERGY

By: 
Name: JARED STEPHENS
Title: GM Projects
Date: 5-12-14

ROCKY MOUNTAIN POWER

By: 
Name: PAUL RADAKOVICH
Title: VP, OPERATIONS
Date: 5-16-14

**EXHIBIT A
INITIAL COST ESTIMATE SUMMARY**

Scope of Work

The Scope of Work shall be performed as described in the system impact study dated February 11, 2014 and consists of providing a 138kV service connection to the customer's facility.

Period of Performance

Rocky Mountain Power shall make reasonable commercial efforts to complete the Scope of Work by 18 months after effective date. Customer will be responsible for all delays associated with failure to complete the preparation prior to the dates specified in the Period of Performance of Work.

Contract Demand

Rocky Mountain Power shall deliver such amounts of Firm Power and Energy to the Point of Delivery as Customer requires meeting its load requirements up to, but not in excess of, Contract Demand which shall be 13,000 kW. Contract Demand may be increased or decreased, in accordance with the terms of this Agreement. Deliveries shall be subject to the operational constraints of Article IX.

Delivery Voltage

Rocky Mountain Power shall deliver Firm Power and Energy at the Point of Delivery in the form of three-phase, alternating current at a nominal frequency of 60 Hertz, and at a nominal voltage of 138,000 volts. For additional information on the delivery voltage, see the section "Voltage Level and Range" in the Rocky Mountain Power Engineering Handbook.


"Initial Cost Estimate" is estimated to be \$1,600,000.

"Allowance" as defined by Electric Service Regulation #12 (if applicable), has been estimated to be \$100,000.

"Customer's Advance Payment" (if applicable) is estimated to be \$1,500,000.

"Facilities Charges" as defined by Utah State Regulation Schedule 300 have been estimated to be \$3,800.00.

Washakie Renewable Energy

By: 
Name: JARED STEPHENS
Title: GM Projects
Date: 5-12-14

Rocky Mountain Power

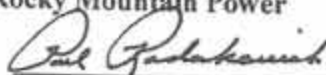
By: 
Name: PAUL RADAKOVICH
Title: VP, OPERATIONS
Date: 5-16-14

EXHIBIT B

RMP ANSWER

December 1, 2025

VIA ELECTRONIC FILING

Public Service Commission of Utah
Heber M. Wells Building, 4th Floor
160 East 300 South
Salt Lake City, UT 84114

Attention: Gary Widerburg
Commission Administrator

**Re: Docket No. 25-035-58 – Formal Complaint of NWR Limited Partnership
against Rocky Mountain Power**
Rocky Mountain Power’s Answer and Motion to Dismiss

Pursuant to the Notice of Filing and Comment Period issued by the Public Service Commission of Utah on November 3, 2025, Rocky Mountain Power (“Company”) hereby submits for filing its Answer and Motion to Dismiss in the above referenced matter. Confidential Attachments A, B, C and D have been uploaded to the Commission’s SFTP site and are provided in accordance with Commission Rule R746-1-602 and 603.

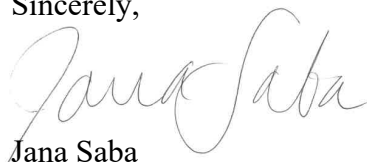
The Company respectfully requests that all formal correspondence and requests for additional information regarding this filing be addressed to the following:

By E-mail (preferred): datarequest@pacificorp.com
utahdockets@pacificorp.com
max.backlund@pacificorp.com
katherine.smith@pacificorp.com

By regular mail: Data Request Response Center
PacifiCorp
825 NE Multnomah, Suite 2000
Portland, OR 97232

Informal inquiries may be directed to Max Backlund, Utah Regulatory Affairs, at (801) 220-3121.

Sincerely,



Jana Saba
Director, Regulation and Regulatory Operations

CERTIFICATE OF SERVICE

Docket No. 25-035-58

I hereby certify that on December 1, 2025, a true and correct copy of the foregoing was served by electronic mail to the following:

Utah Office of Consumer Services

Michele Beck mbeck@utah.gov
ocs@utah.gov

Division of Public Utilities

dpudatarequest@utah.gov

Assistant Attorney General

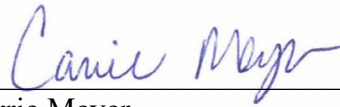
Patricia Schmid pschmid@agutah.gov
Robert Moore rmoore@agutah.gov
Patrick Grecu pgrecu@agutah.gov

NWR Limited Partnership

Lynn M. Kingston Lynnk88@gmail.com

Rocky Mountain Power

Data Request Response Center datarequest@pacificorp.com
Jana Saba jana.saba@pacificorp.com
utahdockets@pacificorp.com
Max Backlund max.backlund@pacificorp.com
Katherine Smith katherine.smith@pacificorp.com



Carrie Meyer
Manager, Discovery & Regulatory Operations

Katherine Smith
Rocky Mountain Power
1407 West North Temple, Suite 320
Salt Lake City, Utah 84116
Telephone No. (435) 776-6980
katherine.smith@pacificorp.com

Attorney for Rocky Mountain Power

BEFORE THE PUBLIC SERVICE COMMISSION OF UTAH

Formal Complaint of NWR Limited Partnership against Rocky Mountain Power	DOCKET NO. 25-035-58 ANSWER AND MOTION TO DISMISS
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Pursuant to Utah Code Ann. § 63G-4-204(1) and Utah Admin. Code §§ R746-1-206, and R746-1-301, Rocky Mountain Power, a division of PacifiCorp (“Rocky Mountain Power” or the “Company”) answers the formal complaint (“Complaint”) filed by NWR Limited Partnership (“Complainant”) with the Public Service Commission of Utah (“Commission”). The Company also moves to dismiss the Complaint with prejudice because Rocky Mountain Power has not violated any provision of law, Commission order or rule, or Company tariff for which relief can be sought.

Communications regarding this Docket should be addressed to:

By e-mail (preferred): datarequest@pacificorp.com
katherine.smith@pacificorp.com
max.backlund@pacificorp.com

By mail: Data Request Response Center
Rocky Mountain Power
825 NE Multnomah St., Suite 2000
Portland, OR 97232

Max Backlund
Rocky Mountain Power
1407 W North Temple, Suite 310
Salt Lake City, UT 84116
Telephone: (801) 220-3121
Facsimile: (801) 220-4615

Katherine Smith
1407 West North Temple, Suite 320
Salt Lake City, Utah 84116
Telephone: (435) 776-6980
katherine.smith@pacificorp.com

BACKGROUND AND ANSWER TO COMPLAINANT’S ALLEGATIONS

1. In or around May 2014, Rocky Mountain Power and Washakie Renewable Energy (“WRE”) signed an Engineering Servicing Agreement (“2014 ESA”) to build a substation and related facilities (together “Facilities”) in Plymouth, UT (the “Property”).¹ Parties to the 2014 ESA are: (1) Rocky Mountain Power; (2) Rachel Kingston with WRE Feed and Mill, LLC as the Facilities Owner; and (3) Berry Dixon with Block United, LLC as the Deduct Customer.

2. In or around May of 2014, Rocky Mountain Power and WRE also executed a Master Services Electric Agreement (“2014 MESA”).² The Company assumes Complainant is intending to reference this 2014 MESA when Complainant references a 2015 MESA in the Complaint; the Company only executed a MESA with WRE in 2014, not 2015.

3. The 2014 MESA included an allowance and contract minimum billing for the Company to recover the cost of the Facilities over a 10-year period. From 2014 to present, the customer receiving power from the substation has changed several times and with each change, the Company has updated the “account holder.”

¹ Confidential Attachment A – 2014 ESA.

² Confidential Attachment B – 2014 MESA.

4. On or around June 1, 2015, WRE set up service at the Property under Rocky Mountain Power Service Schedule No. 9 – General Service-High Voltage.³

5. On or around April 1, 2018, WRE’s account at the Property was transferred when WRE Feed and Mill, LLC set up service at the Property.

6. On or around May 18, 2018, at the Customer’s request, the Company and the customer executed a Deduct Agreement.⁴ Parties to the Deduct Agreement are (1) Rocky Mountain Power, and (2) Isaiah Kingston, CFO for WRE Feed and Mill, and (3) Barry S. Dixon, CEO of Block United. Rachel Kingston was listed as the Project Manager with WRE Feed and Mill, LLC on behalf of Washakie Renewable Energy, LLC.

7. On or around October 12, 2018, WRE Feed and Mill’s service was transferred when NWR Limited Partnership (“NWR”) set up service at the Property. According to the Company’s records, NWR’s request for service was submitted by Rachel Kingston.

8. On or around September 19, 2019, Rocky Mountain Power and NWR executed a Master Electric Service Agreement (referred to as the “2019 MESA” in the Complaint).⁵ Parties to this contract were NWR and Rocky Mountain Power.

9. The purpose of the 2019 MESA was to reduce the load under the 2014 MESA, as requested by NWR. While the 2019 MESA covered NWR’s adjustment in power, it also served as a supplemental agreement to the 2014 ESA for building the Facilities and the 2014 MESA, for which NWR assumed when the service was transferred to NWR and NWR ratified the 2014 MESA through payments.

³ Rocky Mountain Power Electric Service Schedule No. 9 – General Service - High Voltage: [009_General_Service_High_Voltage.pdf](#)

⁴ Confidential Attachment C – Deduct Agreement.

⁵ Confidential Attachment D – 2019 MESA.

10. In or around 2019 and 2020, the United States government placed restraining orders on WRE's assets.⁶ A restraining order is part of the asset forfeiture process, which gathers assets to liquidate and pay victims back. The purpose of the post-indictment restraining order is to restrict the alleged defendant(s) and prevent the defendant(s) from getting rid of those assets. The assets are protected under the restraining order until sentencing and conviction are complete. This type of restraining order is used in federal criminal cases to preserve property or proceeds that have a nexus to the alleged criminal activity pending final disposition of the criminal case.

11. NWR made sporadic payments towards contract minimum billing under the 2014 Agreement and its payments for power under the 2019 MESA. According to the Company's records, payments were made towards NWR's account with a business checking account under the name of Washakie Renewable Energy, while NWR assumed the service from various account holders including WRE, WRE Feed and Mill, NWR, and others.

12. On or around September 13, 2024, a notice of disconnect was delivered to the Property due to nonpayment. Subsequently, on or around October 1, 2024, NWR's service was terminated, and the Company discontinued power to the Facilities on the Property due to nonpayment.

13. In 2024, the Company discovered an unauthorized power line attached to the substation, leading across Interstate 15, to the Property, and serving load to multiple residences and industrial equipment on the Property. When the Company contacted Complainant, Complainant claimed they received approval for the power line from representatives of Box Elder County.

⁶ Attachment E – Restraining Orders; See also Post-Indictment Restraining Orders, United States v. Kingston, et al., No. 2:18-cr-00365-JNP (D. Utah), ECF Nos. 287, 957-959.

14. The Company requested proof from Complainant of formal approvals from Box Elder County. The Company disconnected power to the substation when Complainant failed to respond or provide any proof of approval from Box Elder County.

15. Due to the unauthorized wire's risks to public safety and the suspect nature of the wire leading from the substation to the Property, the Company believes this wire constituted tampering under the Company's tariffs and unlawful use of the Company's service and facilities.

16. On or around October 10, 2024, the Company received a letter from David Kingston on behalf of NWR, requesting a change in rate classification from industrial to agricultural.

17. The Company responded to David Kingston, on or around October 28, 2024, and explained the qualifications required when applying for service under Electric Service Schedule No. 10 (Irrigation and Soil Drainage Pumping Service) and Electric Service Schedule No. 22 (Indoor Agricultural Lighting Service). The Company further explained that based on inspections the Company performed and information known by the Company, the Property does not qualify for Schedule 10 alone as the energy utilized for agricultural purposes would have to account for 75 percent of the overall usage and does not qualify for Schedule 22 because the energy that is utilized for purposes other than irrigation exceeds the 10 percent threshold. The Company offered to schedule an additional inspection once the minimum amount to reconnect is paid, and the power is restored.

18. After months of attempting to resolve this issue with Complainant, the Company again explained in a letter dated August 28, 2025 to Aaron and Lynn Kingston, that the Company is willing to reconnect service if NWR: (1) pays its outstanding balance; and (2) pays to install safe electric facilities in adherence to the Company's tariffs replacing the illegal power line the

Company discovered tapped into the substation and connected to several residences and irrigation equipment on the Property.

19. In the August 28, 2025 letter, the Company expressly stated the unauthorized power line that was tapped into the substation and running power to several homes and irrigation equipment on the Property is an illegal use of Rocky Mountain Power's service and a serious safety hazard, preventing the Company from establishing power to the area.

20. On or around September 24, 2025, NWR filed an informal complaint with the Division of Public Utilities ("DPU"), explaining some of the history, issues, and ongoing discussions between the Company and NWR.

21. On around October 15, 2025, the Company responded to DPU. The Company provided a background of the various agreements and service transfers. The Company explained that until NWR pays its outstanding balance under the 2014 MESA and pays to install safe electric facilities to residences and irrigation equipment, the Company will not resume service to the Facilities.

22. On or around October 19, 2025, NWR filed a formal complaint ("Complaint"). In the Complaint NWR makes the following requests: (1) issue an emergency order, requiring the Company to restore power to NWR immediately; (2) require the Company to install separate meters to NWR's residents, agricultural tenants, and industrial tenants; (3) issue an order requiring the Company to issue a credit to NWR equal to the outstanding amount due on NWR's account; (4) issue an order requiring the Company to issue NWR a refund for all minimum use charges assess on the bills since 2019, including a credit to apply toward future bills; (5) issue an order requiring the Company to issue NWR a refund for any other unlawful charges; and (6) declare that NWR is entitled to damages resulting from loss of power.

23. In the Complaint, NWR makes formal requests for actions to be taken by the DPU.⁷ The Company assumes Complainant means to request the Commission take these actions. Under this assumption, the Company responds as follows:

MOTION TO DISMISS

24. The Company requests that the Commission dismiss the Complaint with prejudice under Utah Rule of Civil Procedure 12(b)(6) because Complainant has failed to allege or establish that the Company has violated any applicable law, Commission rule, or Company tariff for which relief can be sought.

25. Complainant requests an order that requires the Company to restore power to NWR immediately. The Company initially disconnected Complainant's power to the property in adherence with Company tariffs. Under Rocky Mountain Power Electric Service Regulation No. 10(1), the Company may discontinue service if a non-residential customer fails to pay an unsecured bill for service.⁸ As explained in paragraphs 8 and 9, the Company disconnected service to the Property due to Complainant's nonpayment.

26. Although the Company initially disconnected service to the Property for nonpayment, it will not restore power to the substation until the unsafe and hazardous tampering to the substation is remediated. The Company also shut off power to the substation to protect public safety and prevent further tampering of the wiring and facilities. This is consistent with Rocky Mountain Power Electric Service Regulation No. 5(3)(a), where the Company has the right to

⁷ Formal Complaint of NWR Limited Partnership against Rocky Mountain Power, Docket No. 25-035-58, Formal Complaint ("NWR Formal Complaint") at 5-6 (Oct. 29, 2025).

⁸ Under Rocky Mountain Power Electric Service Regulation No. 10(1), "if a Customer violates the conditions under which the Company supplies service under the Service Agreement and these Service Regulations, or if he fails upon request from the Company to pay an unsecured bill for service, the Company may discontinue upon not less than five (5) business days advance written notice stating the cause of such discontinuance, delivered to the Customer and to the premises to which service is supplied."

disconnect service or to refuse to connect or supply service: when the Customer's wiring or facilities are in the Company's judgment unsafe or hazardous to the Customer or others found to be in violation of applicable laws, ordinances, rules or regulations.⁹ Under Rocky Mountain Power's Electric Service Regulation No. 10(1)(d) – Termination of Service to Non-Residential Customers, the Company reserves the right to discontinue service upon notice for tampering with any service wires, meter, seal, or any other facilities of the Company.

27. Furthermore, the 2019 MESA expressly states:

“Provided, should Rocky Mountain Power at any time reasonably determine that Customer's operations pose a threat to the safety of Rocky Mountain Power's employees or the public, pose an imminent threat to the integrity of Rocky Mountain Power's electric system, or may materially interfere with the performance of Rocky Mountain Power's service obligations, Rocky Mountain Power shall attempt to provide notice to Customer that Customer must change its operations. If Customer fails to take corrective action on a timely basis, or if notice cannot be provided by Rocky Mountain Power to Customer, prior to the time when corrective action must occur, then Rocky Mountain Power may perform such work and/or take such corrective action that is necessary, including disconnection, without additional notice to Customer and without subjecting itself of any liability provided Rocky Mountain Power has acted reasonably.”

28. The Company believes that disconnecting service to the substation is appropriate due to an unauthorized power line that was unlawfully tapped into the substation, leading across Interstate 15, and connecting to multiple residences and industrial equipment on the Property as a significant safety concern. The Company is concerned about unlawful use of the Company's electric service, and more importantly, the public safety risks associated with reconnecting service to the substation.

29. Complainant requests an order requiring the Company to install the necessary infrastructure to provide separate power to residents, agricultural tenant operations, and industrial tenant operations. As stated in the Company's letter on August 28, 2025, the Company is willing

⁹ Rocky Mountain Power Electric Service Regulation No. 5 can be found here: [05_Customer's_Installation.pdf](#)

to restore power on two conditions: (1) the Complainant pays the outstanding balance, and (2) the current customer pays to install safe electric facilities to provide power to the irrigation equipment and residences.

30. The Company is willing to provide safe and reliable service if the Customer pays costs associated with appropriately building out facilities to serve these customers in accordance with Rocky Mountain Power's Electric Service Regulation No. 12 – Line Extensions.¹⁰ Furthermore, under Rocky Mountain Power's Electric Service Regulation No. 7(4)(b), “if the Company finds that the meter has been tampered with, the Customer shall pay for such estimated usage together with the expense for restoring the Company's equipment to its normal operating conditions and correcting Company billing records.”

31. Between April 2025 and September 2025, the Company and NWR engaged in extensive discussions to resolve this matter. The Company has repeatedly informed Complainant that the Company can serve residents, agricultural tenants, and industrial tenants through separate meters; however, Complainant is responsible for the costs associated with the benefits of receiving service.

32. Complainant requests an order requiring Rocky Mountain Power: (a) issue a credit to NWR equal to the outstanding amount due on NWR's account; (b) issue a refund for all minimum use charge assessed since 2019, including all late fees, with remaining credit applied to future bills; and (c) issue a refund for any other unlawful changes that may be applied to any amount owed by NWR with application toward separation of meters. Complainant relies on a

¹⁰ The Company's breakdown of line extension costs are under Rocky Mountain Power Electric Service Regulation No. 12 – Line Extensions, which can be found here: [12 Line Extensions.pdf](#)

variety of contract theories as to why it should not be responsible for payments under the 2018 Agreement, including breach of contract and force majeure.

33. As to breach of contract, Complainant specifically states NWR was not a party to the 2014 Agreement, which covered costs associated with building the substation to provide power to the Property. However, the Company believes this is a misleading statement. Rachel Kingston was signatory to the 2014 Agreement, listed as the Facilities Owner in the 2018 Agreement, and was the individual who requested service to the Property on behalf of NWR.

34. Although Complainant claims it was not party to the 2018 Agreement, Rachel Kingston was the representative for each of the three parties to the three agreements. The Company believes Complainant continually attempts to avoid paying its bills by applying for new services under new business names, by the same individuals on the same property. As described in paragraphs 1, 3, and 5 above, Rachel Kingston was a representative for all three businesses, requesting service to the same Property from the same substation.

35. Complainant also claims that due to the integration clauses within the 2014 Agreement and 2019 MESA, the 2014 Agreement does not apply to NWR. What Complainant does not include in the Complaint, is Complainant's repeated payments toward the 2014 Agreement, for which NWR received service.

36. As the account holder and beneficiary of the electric service, the Company believes NWR is still responsible for contract minimum billing under the 2014 Agreement, for which NWR ratified when it made multiple payments for contract minimum billing under the 2014 Agreement.

37. Additionally, despite the integration clause Complainant references in the 2019 MESA, obligations of the Company's electric service regulations are incorporated in the 2019 MESA. Under Article VIII of the 2019 MESA for Jurisdiction of Regulatory Authorities,

“Rocky Mountain Power’s currently applicable, effective Electric Service Schedule, and Electric Service Regulations, are incorporated herein and by reference made a part thereof. Customer acknowledges that it is familiar with the Electric Service Schedule and Electric Service Regulations and agrees to abide by them and all amendments and changes thereto so approved by the Commission.”

38. Under Regulation No. 12, the Company may charge contract minimum billing. Regulation No. 12 is an Electric Service Regulation, as referenced in Article VIII of the 2019 MESA. Therefore, Complainant is obligated to adhere to Company schedules and regulations, which includes contract minimum billing under Regulation No. 12.

39. Through no fault of the Company, the customer(s) taking service at the Property, specifically through the Facilities and correlating 2014 ESA, has changed many times over the last 10 years. The Company accommodated those changes and continued to provide the electric service until late 2024 when NWR stopped paying its electric bill under the 2019 Agreement.

40. Complainant claims it is entitled to a refund or a credit for payments made toward minimum contract billing. However, Complainant fails to provide any evidence that the Company’s billing practices are incorrect or that the Company did not bill Complainant in accordance with the Company’s tariffs or rules for service provided.

41. Complainant claims that under Schedule No. 9’s Force Majeure provisions, the force majeure event “excuses NWR from liability for all amounts not paid which is still outstanding on the account today.”¹¹ However, the Company believes Complainant incorrectly applies Schedule No. 9’s force majeure to the 2019 MESA. Complainant argues that events triggered claims of contractual force majeure when the government placed restraining orders on WRE in 2019 and 2020. The restraining orders stem from criminal conduct by business members of WRE, for which the United States government prosecuted. The restraining orders resulting from

¹¹ NWR Formal Complaint at 5.

the prosecution were not “beyond the reasonable control” of NWR, and in fact were the cause of NWR’s and others’ actions.

42. A restraining order resulting from criminal activity which seizes the assets of the Complainant does not relieve the Complainant of its obligation to pay its energy bill. While the language in Schedule 9’s Force Majeure provision states a “(b) restraining order, injunction or similar decree of any court” is a triggering event for this provision, this refers to such an order that would directly prevent the Company from providing power or that specifically states that a customer should not pay for service. A forfeiture from a restraining order does not relieve contractual obligations between a defendant and third parties. The purpose of 21 § 853(e)(1)(A) restraining order is to preserve assets and assure the availability of property pending disposition of the criminal case.¹² Therefore, the Company does not believe that criminal fraudulent activity of a tenant is sufficient grounds for claim force majeure excusing NWR from their obligations under the MESAs.

43. Finally, NWR requests a declaration “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.”¹³ Complainant fails to provide evidence that the Company has incorrectly billed Complainant for services Complainant used. The Company billed Complainant correctly, per the 2014 Agreement, 2014 MESA, and 2019 MESA, Company tariffs and rules.

44. In addition to disconnecting service for nonpayment, the Company disconnected service for the unlawful and unsafe tampering of the Facilities. The Company’s continued request for Complainant to pay the outstanding balance and pay to install safe electric facilities to provide

¹² United States v. Jones, 160 F.3d 641, 647 (10th Cir. 1998).

¹³ NWR Formal Complaint, at 5.

power to the Property are reasonable conditions to resume service and provide power to the Property.

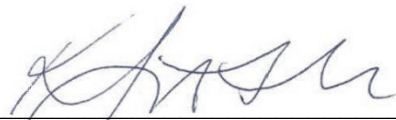
45. The Company requests the Commission dismiss the Complaint with prejudice because the Company has not violated any provision of law, Commission order or rule, or Company tariff for which relief can be sought.

CONCLUSION

46. For the foregoing reasons, the Company respectfully requests that the Commission dismiss the Complaint with prejudice.

Dated this 1st day of December 2025,

ROCKY MOUNTAIN POWER



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