NEBRASKA POWER REVIEW BOARD

IN THE MATTER THE NEBRASKA POWER REVIEW BOARD ON ITS OWN MOTION TO DETERMINE WHETHER VECINO NATURAL BRIDGE, LLC, DOING BUSINESS AS MUSE OMAHA APARTMENT COMPLEX IS OPERATING ITS ELECTRICAL SYSTEM IN VIOLATION OF NEBRASKA LAW AND TO SHOW CAUSE WHY THE BOARD SHOULD NOT SEEK AN INJUNCTION TO PROHIBIT THE CONTINUING VIOLATION.	)	**C-57** **ORDER**

INTRODUCTION

This matter came on for hearing before the Nebraska Power Review Board (the "Board") on the 17th day of April, 2026. The full Board was present with Chairman Chuck Hutchison and Board members David Liegel, Kristen Gottschalk, Dennis Grennen, and William Austin attending. William Austin served as hearing officer and opened the proceedings at 9:38 a.m. Executive Director of the Board and General Counsel Tim Texel entered his appearance on behalf of the Board. Attorneys Katherine A. McNamara and Alexander K. Shaner of the firm of McGrath North Mullin & Kratz, P.C. LLO entered their appearance on behalf of the Respondent, Vecino Natural Bridge, LLC (hereinafter referred to as "Vecino").

No party requested that the Board be bound by the formal rules of evidence, so evidence was received in accordance with the standard set forth in Neb. Rev. Stat. §84-914(1). Evidence was adduced, witnesses were sworn and testified, and the Board, being now fully advised in the premises, does find and determine as follows:

FINDINGS OF FACT

(a) Background

This proceeding originated as a citizen complaint filed with the Board on or about June 23, 2025 regarding the amount that the complainant was charged for electric service while living in a unit of the Muse Omaha Apartment Complex (the "Muse") (E12,1:17,17). The citizen complaint was collaterally resolved to the satisfaction of the complainant (E12,4:17,17), but during the course of the preliminary investigation, the Board became aware of billing methods of Vecino, the owner of the Muse, that appeared to result in a sale of electricity by Vecino to its tenants. If true, this would violate *Neb. Rev. Stat.* §70-1011. *Neb. Rev. Stat.* §70-1011 states, inter alia, that:

"*Except by agreement of the suppliers involved, no supplier shall offer electric service to additional ultimate users outside its service area . . . without first applying to the board and receiving approval thereof, after due notice and hearing under rules and regulations of the board. . . .*"

After discussions with Vecino and its original attorney failed to resolve the matter, the Board entered an order on December 19, 2025 for Vecino to "show cause" why this matter should not be referred to the Attorney General to seek issuance of an injunction to prohibit the continuing violation of the referenced statute (E1:8,17). Vecino filed a timely reply on January 29, 2026, denying that the manner in which it billed, collected, and paid for electric service constituted a sale of electric at retail to its tenants (E2:17,17).

(b) Operative Facts

The Board received testimony from two witnesses, Omar Alnazer, Customer Care Lead for the Omaha Public Power District (OPPD) and Tim Roth, co-managing member of Vecino. The Board also received, without objection, 16 exhibits. From the testimony of the witnesses and the materials contained in the exhibits, it is clear that the operative facts are not seriously in dispute. This eliminates the need for the Board to set forth reasons for its factual conclusions. The Board finds the operative facts as presented to be as follows:

The Muse, a residential apartment complex comprising some 247 units (E3, 2:17,17), is owned by Vecino (E3,2:17,17), a limited liability company organized under the laws of the state of Missouri with its principal office located at 305 W. Commercial, Springfield, Missouri (E3,1:17,17). The Muse is operated on behalf of Vecino by a company styled Cardinal Group Management Midwest, L.L.C. (E3,2:17,17). Located in the vicinity of Creighton University and the University of Nebraska-Omaha, it caters to the college student population (E3,2:17,17). Apartment units are occupied by anywhere from one to four tenants (92:8-19).

The Muse is, without question, located in the authorized service area of OPPD. (E1,1-2:8,17) Each unit is separately metered through meters that were installed by OPPD and that are owned, operated, read, and maintained by OPPD (61:11-63:12). Common areas are likewise separately metered (62:14-24). All elements of the electric service downstream from the meter are owned by Vecino (wiring, etc.) (97:12-23). All accounts associated with all of the meters at the Muse are in the name of Vecino and not in the names of the tenants occupying the units (E3,2:17,17).

Vecino, through a service provider styled SimpleBills (E3,2:17,17), pays the utility bills received from OPPD through an OPPD approved "Letter of Authority" provided to SimpleBills by Vecino (E3,2: 17,17; 37:10-19). SimpleBills, as agent for Vecino (129:5-17), then invoices the units (E3,2:17,17), not only for electric utility service, but for other utility charges and rent (E4:8,17; 30:17-22; 92:20-93:13). The affidavit of Tom Roth states in paragraph 17 thereof that "Tenants are not charged a service to access or use the SimpleBills service provided by Vecino" (E3,3:17,17), and states in paragraph 18 thereof that ". . .No tenants are charged for their use of and access to the SimpleBills portal . . ." (E3,3:17,17). However, it is clear from Exhibit B attached to the Roth affidavit, that each tenant is charged a monthly fee of $5.50 for SimpleBills services in generating the invoices and receiving tenant payments therefor (E3,145:17,17; 103:3-16).

The charge for electric service to each unit is ". . . based exactly on the metering/actual usage determined by OPPD . . ." (E3,2:17,17), i.e., it is based on the number of kilowatt hours consumed by the residential unit at the kilowatt hour rate charged by OPPD. It is not increased or otherwise subject to any surcharge by Vecino (E2,11:17,17), but each tenant pays the $5.50 monthly fee referred to above. Thus, Vecino itself is not making a profit by rebilling the OPPD charges to the tenants of a unit. Furthermore, SimpleBills will bill the tenants on a "per bed" basis, that is, if there are four occupants of a particular unit, each occupant will be billed

one fourth of the bill submitted by OPPD for that unit (106:18-108:12). Tenants apparently do not have the opportunity to opt out of the SimpleBills process and are bound to utilize the same by the terms of the lease (129:18-130:8).

There are some distinct advantages to this approach to the problem of collecting utility and other charges from short-term tenants such as students:

- The electric utility has one customer to look to for payment of the monthly utility charges for the whole of the apartment complex;
- Remaining student tenants who find that one of their roommates has abandoned the unit are not stuck with paying the unpaid charges for the absconding roommate. (92:23-93:9)
- Move-ins and move-outs are greatly simplified for both the electric utility and the landlord when all meters are under the name of the owner.

There are also some distinct disadvantages to this approach as well, to wit:

- The tenant is not a customer of OPPD and hence cannot avail himself or herself of budget billing or similar programs offered by OPPD to its customers. (57:25-58:10).
- Since the tenant is not a customer of OPPD, the tenant has none of the consumer protections afforded by State law to customers of regulated electric utilities.

With those thoughts in mind, we turn to the legalities of the situation.

CONCLUSIONS OF LAW

(a) Is Guidance Document No 12 "binding" on the Board?

The Board has a threshold question to answer: does the Board's interpretation of its jurisdiction over non-utilities providing electric service, as set forth in Guidance Document No 12, have a binding effect on the Board in its disposition of this complaint. Guidance Document No 12, originally promulgated by the Board on February 23, 2018 and most recently amended on May 31, 2024, is styled *"Power*

Review Board Jurisdiction When a Non-Utility Provides Electricity to Third Parties." Section III of the Guidance Document states:

The Board's interpretation of Nebraska law is that a violation occurs when a non-utility entity sells electricity to third parties, and the compensation paid by the third party is based on the actual amount of electricity used by the third-party customer as measured by an electric meter or similar device. Under such circumstances, the non-utility entity becomes a retail power supplier under Nebraska law, thus subjecting the activity to the Board's jurisdiction. Whether the entity is making a profit from the sale of the electricity is not relevant.

Guidance Document No 12 does not purport to regulate or prohibit conduct beyond or different from that regulated or prohibited by statute; rather, it simply articulates the Board's interpretation of existing law as it relates to the provision of electric service to third parties by non-utility providers.

If strictly applied, this interpretation of the relevant statute militates in favor of finding Vecino in violation of the law and, if "binding" on the Board, this interpretation would require the Board to refer this matter to the Attorney General for further proceedings. If it is <u>not</u> binding on the Board, is the Board then free to adopt an interpretation that it determines is more in line with the statutory language?

Neb. Rev. Stat. §84-901.03 provides, in relevant part, that:

. . .

(2) An agency shall ensure that the first page of each guidance document includes the following notice: <u>This guidance document is advisory in nature but is binding on an agency until amended by such agency.</u> A guidance document does not include internal procedural documents that only affect the internal operations of the agency and does not impose additional requirements or penalties on regulated parties or include confidential information or rules and regulations made in accordance with the Administrative Procedure Act. If you believe that this guidance document imposes additional requirements or penalties on regulated parties, you may request a review of the document.

. . .

Neb. Rev. Stat. §84-901.03 is a relatively recent statute, part of L.B. 867 passed by the 104th Legislature in 2016. There appears to be no Nebraska case law interpreting this statute or the nature of the binding effect of a Guidance Document on an agency, and thus no "judicial gloss" to assist the Board in resolving this question. And so, the extent to which an agency is bound by its own interpretation of a statute, and under what circumstances, may be considered an open question.

The Board takes note of the persuasive authority proffered by the Respondent in the Eighth Circuit federal case, *Drake v. Honeywell, Inc.*, 797 F.2d 603 (8th Cir. 1986). The Court there noted that ". . *an administrative agency. . . cannot ground legal action in a violation of its interpretive rule. Rather, the agency must demonstrate to the court that no mere interpretive rule, but the underlying statute, has been violated.*

However, the Board, after due consideration, concludes that it need not address the "binding on an agency" issue because it believes that the interpretation as embodied in Guidance Document No 12 is consistent with the statute and is applicable to the factual situation with which we are here dealing. As more fully explained in the following subsection, the Board believes that Vecino is indeed in violation of the underlying statute, Neb. Rev. Stat. §70-1011, and not merely the Board's interpretive rule.

(b) Does Vecino's billing methodology for electric service violate Neb. Rev. Stat. §70-1011 as interpreted by the Board?

As quoted above, Neb. Rev. Stat. §70-1011 prohibits a *"supplier"* from *"offering electric service to additional ultimate users outside its service area."* Neb. Rev. Stat. §70-1001.01 defines an *"electric supplier"* as "*any legal entity supplying, producing, or distributing electricity within the state for sale at wholesale or retail."*

It goes without saying that Vecino is a legal entity, that the Muse is located within the state of Nebraska and also that it is within the service area of OPPD. Vecino does not "produce" electricity, nor does it "distribute" electricity since that

would seem to occur at the OPPD meter level. So, the question is whether or not Vecino is *"supplying electricity . . . for sale at . . .retail."*[1]

The difficulties associated with landlords seeking to properly allocate the cost of utility services to their tenants are neither new nor unique to Nebraska. Indeed, there are numerous companies that provide submetering services to residential apartment complexes and other multiple unit occupancies. Courts from other jurisdictions have struggled with the question as to whether such service companies are in fact "supplying" electric service. See, e.g., *Complaint of Ohio Power Co. v. Nationwide Energy Powers, L.L.C.*, Slip Opinion No. 2026 Ohio-1406 and *PMC Prop. Grp. v. Pub. Utils. Regulatory Auth,* 189 Conn. App 298, 207 A.3d 114 (2019). Additionally, landlords around the country are more and more adopting what have been denominated as "Ratio Utility Billing Systems (RUBS)." RUBS have been defined as billing systems that "*allocate utility costs among tenants based on various factors, such as square footage, the number of occupants, or a combination of factors. It estimates each tenant's share of the overall utility costs*" (Utility Management Solutions, Inc. Fact Sheet dated 12/6/23). Courts around the country have considered whether RUBS are legal and, if so, the extent to which they should be regulated. See, e.g., *Northland Inv. Corp. v. PURA*, 349 Conn 35, 313 A.3d 1200 (2024) (Holding that use of RUBS violated statute); *Zito v. Strata Audubon, LLC*, 926 S.E. 2d 795 (2026) (holding billing procedure similar to RUBS did not violate statute).

Here, the billing method employed by SimpleBills as agent for Vecino is something of a hybrid, a combination of "submetering" and a "Ratio Utility Billing System." Muse receives electric service from OPPD, and the service is metered for each individual unit and the common areas by OPPD meters. However, the occupants of the units at the Muse, while the ultimate consumers, are not OPPD customers; rather, Vecino holds all electric service accounts in its name and is the only customer of OPPD. Through SimpleBills, it pays directly all amounts as billed by OPPD. Vecino has its agent, SimpleBills, calculate the bills for each occupant of a unit pro rata based on the kilowatt hour usage for the unit as determined by OPPD without any additional charge for the electric service per se. There is, however, a $5.50 monthly fee is charged by SimpleBills for its services in divvying up the per occupant charges, invoicing, and collecting the amounts due.

While Vecino disagrees, it is purchasing the electric service and is selling it, albeit at cost, to its tenants. Vecino suggests that this arrangement does not constitute

[1] The parties stipulated at the hearing that "sale at wholesale" was not an issue in this proceeding.

a sale, but according to Blacks Law Dictionary, the four elements of a sale are *"(1) parties competent to contract (2) mutual assent (3) a thing capable of being transferred and (4) a price in money paid or promised."* All elements exist here. There is no need for profit or a profit motive for a sale to occur, e.g. distress sales. Vecino is intervening between the regulated utility and the ultimate consumer by its status as the OPPD customer, and is transferring the electric to its tenants based on the usage of each unit as measured by each individual meter. While Vecino makes much of the fact that it is OPPD meters that measure usage and not meters owned by Vecino, it is not who owns the meters or how the kilowatt hour usage is obtained; it is whether kilowatt hour usage constitutes the basis for requiring payment by the tenants to Vecino for the electric provided. Thus, Vecino would appear to be a "*supplier*" for purposes of §70-1001.01 as interpreted by the Board. As such, Vecino is in violation of §70-1011 by offering electric service to its tenants in the service area of another supplier, i.e. OPPD.

Indeed, in the final analysis, there is no practical difference between the billing method utilized by Vecino through SimpleBills and the submetering explicitly described in Guidance Document No. 12 as a statutory violation. While all units and common areas are separately metered, Vecino ignores the metering and pays the whole of the utility costs just as if the service was master metered. Vecino then avails itself of the individual metering of usage by units provided by the OPPD meters and bases the bills to it tenants on the kilowatt hour usage, with the further refinement of charging each occupant a proportionate share of the total unit bill. In doing this, Vecino, as the only customer, interposes itself between the regulated utility, OPPD, and the ultimate consumer of the electric service. While, as mentioned above, there may be benefits to all parties concerned, Vecino, OPPD, and even the tenants, the Board cannot ignore the fact that this arrangement places the tenants outside of protections afforded by state law, such as Neb. Rev. Stat. 70-1601(discontinuance of service) or privileges accorded to actual customers of a utility (Energy Assistance Programs; Budget Payment Plans; smart thermostats; etc.)

This is clearly a case in which reasonable minds may disagree, and the undersigned certainly respect the opposite conclusion reached by our dissenting Board members. The undersigned are not unmindful of the suggestion that the drafters of the statutory definition of "Electric supplier" as set forth in Neb. Rev. Stat. §70-1001.01(6) probably never gave thought as to whether a landlord providing electric service should or should not be deemed an "Electric supplier." Most likely, their focus at the time was on preventing "poaching" of customers outside of a utility's authorized service area. Nevertheless, the expansion over the

years of the broad statutory language to include instances of non-utilities selling electricity to third parties is not inconsistent with the idea that retail sales of electric service in Nebraska should, to the extent feasible, be conducted directly through the authorized and regulated utility to the ultimate consumer.

As the dissenting Board members point out, Vecino's division of the electric bill among the occupants of a unit constitutes a form of ratio billing and so each occupant's charge is not technically based on kilowatt hour usage. They suggest that this may take Vecino's billing practice outside of the ambit of the statutory interpretation embodied in Guidance Document No. 12. However, use of a RUBS by a landlord may not in and of itself be reason to concede jurisdiction, e.g., in *PMC Prop. Grp. v. Pub. Utils. Regulatory Auth., supra,* the Connecticut court concluded that the RUBS employed there constituted a form of prohibited "submetering."

Furthermore, if the Board concludes that employment of a RUBS insulates a landlord from application of the statute, then these methods of charging for electric service will go unregulated. Vecino appears to be a very reputable company, but what if an unscrupulous landlord decides that, being unregulated, a surcharge should be added or the service fee should be increased? The Board cannot on the one hand state that RUBS do not implicate the provisions of Chapter 70, Article 10 and on the other hand claim any authority to regulate the practice.

Guidance Document No. 12 represents a long-standing interpretation of the statutes in question, one that is the product of collaboration between the Board and the electric industry. As such it should not be lightly disregarded. If, as it may be, new methods of allocating utility costs should be considered and perhaps approved, then the issue should be given a full airing, whether in rulemaking proceedings or through legislative revisions. For now, while the Board understands that Vecino had no intention of violating the relevant statutes, we find that the billing method used constitutes the "supplying" of electricity at retail and so contravenes Neb. Rev. Stat. §70-7011.

ORDER

Based upon the above Findings of Fact and Conclusion of Law, the Nebraska Power Review Board determines that Vecino Natural Bridge, L.L.C. doing business as Muse Omaha Apartment Complex is operating its electrical system in violation of Neb. Rev. Stat §70-1011.

IT IS THEREFORE ORDERED that this matter be referred by the Executive Director of the Nebraska Power Review Board to the Nebraska Attorney General to seek an injunction to prohibit the continuing violation.

Dated this 8th day of ~~May~~ June 2026

NEBRASKA POWER REVIEW BOARD

BY: Kristen Gottschalk

Kristen Gottschalk, Vice-Chair

David Liegel, Board Member

/s/ William F. Austin

William Austin, Board Member

HUTCHISON, GRENNAN; dissenting.

We respectfully dissent from the Board's determination that Vecino Natural Bridge, LLC, is an "electric supplier" and that its billing practices at the Muse Omaha Apartment Complex violate Neb. Rev. Stat. § 70 1011. Although we concur with the majority's description that the operative facts are not seriously in dispute, it is our view that the majority misreads both the governing statute and the Board's own Guidance Document 12, and it extends those authorities beyond their text.

On a straightforward reading of Guidance Document 12 and Neb. Rev. Stat. § 70 1001.01(6), Vecino is not "supplying, producing, or distributing electricity ... for sale at wholesale or retail," but is instead allocating its own electricity costs among the tenants of each unit by a ratio method that falls within the Guidance

Document's safe harbor. Because the Board's order rests on an incorrect construction of both the statute and the guidance document, we would decline to refer this matter to the Attorney General.

THE MAJORITY'S HOLDING

The majority holds that Vecino is a "supplier" under § 70 1001.01(6) because it purchases electricity from OPPD and then "sells" that electricity to its tenants by charging each occupant a proportional share of the unit's OPPD bill, calculated on a "per bed" basis. The majority characterizes Vecino's approach as "something of a hybrid, a combination of 'submetering' and a 'Ratio Utility Billing System,'" but ultimately treats it as functionally indistinguishable from the submetering example identified as a violation in Guidance Document 12.

On that foundation, the majority concludes that Vecino is "supplying" electricity "for sale at ... retail" within OPPD's service area, and therefore in violation of § 70 1011's prohibition on a supplier "offer[ing] electric service to additional ultimate users outside its service area" without Board approval.

GUIDANCE DOCUMENT 12

(a) The "third party" and "actual usage" requirement (Section III)

Section III of the Guidance Document states:

The Board's interpretation of Nebraska law is that a violation occurs when a non-utility entity sells electricity to third parties, and the compensation paid by the third party is based on the actual amount of electricity used by the third-party customer as measured by an electric meter or similar device.

The majority effectively reads this language as satisfied whenever tenants are charged amounts that trace back in any way to metered kWh data. I cannot agree. The text is more precise than that.

Guidance Document 12 speaks of a "third-party customer" and the "actual amount of electricity used by the third-party customer" as measured by a meter. In

a landlord-tenant context, the "third party" is plainly the individual tenant, not the apartment unit as an abstract entity. Yet the record is undisputed that each tenant's bill is not based on that tenant's "actual amount of electricity used," but on a pro rata share of the unit's total metered usage—simply, the OPPD unit bill divided by the number of occupants.

That is a classic Ratio Utility Billing System (RUBS): it allocates a known total cost among multiple users according to a non-usage factor, here the number of occupants in the unit, rather than measuring each person's actual consumption. Every tenant pays the same fraction of the unit bill regardless of individual usage; the billing methodology does not attempt to measure, much less bill, the "actual amount ... used by the third-party customer.

Under a faithful reading of Section III, this essential element is missing. The Board's own interpretive language does not describe a situation where a landlord takes a unit-level utility bill and divides it equally among roommates; it describes a situation in which the non-utility measures and bills each third-party customer's individual consumption.

(b) The safe harbor for bundled, non-usage based charges (Section IV)

Section IV of the Guidance Document states:

If an entity provides electricity to third parties as part of another service or package, and the customer is not charged for electricity based on the actual usage, the Board does not believe that the entity is engaged in 'selling' or 'distributing' electricity.

On the undisputed facts, Vecino's arrangement is a quintessential "other service or package." Tenants pay rent for the right to occupy a bed in a unit; electricity is one of several services necessary to occupy that unit and is billed on the same invoice as rent and other utilities. More importantly, the customer—the individual tenant—is not "charged for electricity based on [his or her] actual usage," but instead on a simple pro rata subdivision of the unit's OPPD bill.

(c) Guidance Documents are advisory for regulated parties and binding on the agency

Neb. Rev. Stat. § 84-901 and § 84-901.03, enacted as part of LB 867, draw a careful line regarding guidance documents. A "guidance document" is defined as a statement that "lacks the force of law" and "shall not give rise to any legal right or duty or be treated as authority for any standard, requirement, or policy." At the same time, § 84-901.03(2) requires agencies to include on the first page the notice that the guidance "is advisory in nature but is binding on an agency until amended by such agency."

Taken together, these provisions mean that guidance documents:

1. Are advisory only with respect to regulated parties—they cannot themselves create new obligations or serve as independent enforcement authority; and
2. Are internally binding on the agency—so that the agency applies its own guidance consistently unless and until it amends it.

Under that framework, two consequences follow here. First, the Board cannot enforce against Vecino any interpretation that goes beyond what Guidance Document 12 actually says. If the Board wishes to prohibit RUBS-type allocations of a landlord's unit-level utility bill, it must modify the Guidance Document or seek legislative change; it cannot retroactively read that prohibition into language that, on its face, speaks only to charges based on a third party's "actual amount of electricity used."

Second, Vecino is entitled to rely on the plain terms of Guidance Document 12 as advisory notice of how the Board understands existing law. Any party that structures its conduct to fit within an express safe harbor in a published guidance document—here, Section IV's description of bundled, non-usage-based charges—should not be punished because the Board later revises its reading of that same language.

STATUTORY FRAMEWORK

Neb. Rev. Stat. §70-1011 prohibits a *"supplier"* from *"offering electric service to additional ultimate users outside its service area."* Neb. Rev. Stat. §70-1001.01 defines an *"electric supplier"* as *"any legal entity supplying, producing, or distributing electricity within the state for sale at wholesale or retail."*

Vecino's conduct does not satisfy the ordinary meaning of "supplying ... for sale." Vecino does not hold itself out as an electric supplier, does not set a separate price for electricity as a commodity, does not control the availability or quality of service, and cannot disconnect or reconnect service of a specific tenant. The electricity has been "sold" at retail by OPPD to Vecino.

Vecino neither sets an independent price for electricity nor determines the amount it collects based on the tenant's usage; it recovers from tenants, on a per-bed basis, the amounts OPPD has billed to the unit account. Simply recovering an expense already paid where there is no separate price or no commodity-specific bargain is recoupment rather than sale.

The majority describes Vecino's approach as a hybrid of submetering and RUBS, but on any functional analysis it is fully RUBS, not submetering. Submetering involves taking electricity from the electric supplier with a master meter and then further submetering to measure each customer's usage and then billing each customer for the kWh recorded on their submeter. That is not what occurs here: there is no master meter. All metering is performed at the unit level by OPPD. Separately for each unit, Vecino is allocating a common expense among co-tenants; not selling a product for consideration.

CONCLUSION

Because Vecino's tenants are not charged for electricity "based on the actual amount of electricity used by the third-party customer," Guidance Document 12, properly read, does not deem Vecino's practice a violation. Because Vecino merely allocates its own OPPD bills among co-tenants on a RUBS basis and does not hold itself out as "supplying ... electricity ... for sale at ... retail" within the meaning of § 70-1001.01(6), it is not an "electric supplier" offering retail electric service in OPPD's territory.

In short, the underlying statute does not reach this conduct, and the Board's guidance document—advisory to regulated parties and binding only on the agency—cannot expand that statutory reach. We would therefore find that Vecino has not violated Neb. Rev. Stat. § 70-1011 and would decline to refer this matter to the Attorney General.

CERTIFICATE OF SERVICE

I, Sara Birkett, Paralegal for the Nebraska Power Review Board, hereby certify that a copy of the foregoing **Order** in C-57 was hand delivered to the Executive Director of the Nebraska Power Review Board. I further certify that a copy of the foregoing Order has been served upon the following party by mailing a copy of the same to the following person at the addresses listed below, via certified United States mail, first class postage prepaid, on this 9th day of June, 2026.

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