

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

IN RE:

WESTMORELAND COAL COMPANY,
ET AL.

Debtors

§
§
§
§
§
§
§
§

Case No. 18-35672
(Jointly Administered)
(Chapter 11)

**WESTERN OILFIELD SERVICES CO., DOING BUSINESS AS RAIN FOR RENT'S
APPLICATION FOR ALLOWANCE AND PAYMENT OF ADMINISTRATIVE
CLAIMS**

THIS MOTION SEEKS AN ORDER THAT MAY ADVERSELY AFFECT YOU. IF YOU OPPOSE THE MOTION, YOU SHOULD IMMEDIATELY CONTACT THE MOVING PARTY TO RESOLVE THE DISPUTE. IF YOU AND THE MOVING PARTY CANNOT AGREE, YOU MUST FILE A RESPONSE AND SEND A COPY TO THE MOVING PARTY. YOU MUST FILE AND SERVE YOUR RESPONSE WITHIN 21 DAYS OF THE DATE THIS WAS SERVED ON YOU. YOUR RESPONSE MUST STATE WHY THE MOTION SHOULD NOT BE GRANTED. IF YOU DO NOT FILE A TIMELY RESPONSE, THE RELIEF MAY BE GRANTED WITHOUT FURTHER NOTICE TO YOU. IF YOU OPPOSE THE MOTION AND HAVE NOT REACHED AN AGREEMENT, YOU MUST ATTEND THE HEARING. UNLESS THE PARTIES AGREE OTHERWISE, THE COURT MAY CONSIDER EVIDENCE AT THE HEARING AND MAY DECIDE THE MOTION AT THE HEARING. REPRESENTED PARTIES SHOULD ACT THROUGH THEIR ATTORNEY.

TO THE HONORABLE UNITED STATES BANKRUPTCY JUDGE:

COMES NOW, Western Oilfield Services Co., doing business as Rain for Rent (“Rain for Rent”), by and through its undersigned counsel, and files this Application for Allowance and Payment of Administrative Claims pursuant to sections 365, 503, and 507 of Title 11 of the United States Code allowing Rain for Rent: (1) an administrative claim in the amount of \$8,282.04 for goods sold and/or services rendered form May 10, 2019 through June 18, 2019 with regard to the debtor Westmoreland Kemmerer LLC; and (2) an administrative claim in the

amount of \$111,070.55 for goods sold and/or services rendered from May 20, 2019 through June 28, 2019 with regard to the debtor Westmoreland Texas Jewett Coal Company. In support thereof, Rain for Rent respectfully represents as follows:

JURISDICTION AND VENUE

1. The Court has jurisdiction over this matter pursuant to 28 U.S.C. § 157. This matter is a core proceeding pursuant to 28 U.S.C. § 157(b)(2).
2. Venue is proper in the Court pursuant to 28 U.S.C. §§ 1408 and 1409.

BACKGROUND

3. On October 9, 2018 (the "Petition Date"), the Debtors each filed voluntary petitions for relief under chapter 11 of title 11 of the United States Code (the "Bankruptcy Code") with the United States Bankruptcy Court for the Southern District of Texas, Houston Division (the "Court"). The Debtors' chapter 11 cases have been consolidated for procedural purposes only and are being jointly administered.
4. The Debtors continue to operate their businesses and manage their properties as debtors-in-possession pursuant to 11 U.S.C. §§ 1107(a) and 1108.
5. Rain for Rent has provided goods and services to Westmoreland Kemmerer LLC after the Petition Date for which Rain for Rent has not been paid. These post-petition charges are shown on the statement attached hereto as Exhibit "A".
6. Additionally, Rain for Rent has provided goods and services to Westmoreland Texas Jewett Coal Company after the Petition Date for which Rain for Rent has not been paid. These post-petition charges are shown on the statement attached hereto as Exhibit "B".
7. The post-petition goods and services provided by Rain for Rent are necessary for Westmoreland Kemmerer LLC and Westmoreland Texas Jewett Coal Company to continue

operations. Westmoreland Kemmerer LLC and Westmoreland Texas Jewett Coal Company requested that Rain for Rent continue to provide goods and services to Westmoreland Kemmerer LLC and Westmoreland Texas Jewett Coal Company after the Petition Date.

RELIEF REQUESTED

8. Rain For Rent respectfully requests that the Court enter an order for allowance and payment of its administrative priority claims in the amount of \$8,282.04 for goods and services provided to Westmoreland Kemmerer LLC and in the amount of \$111,070.55 for goods and services provided to Westmoreland Texas Jewett Coal Company after the Petition Date pursuant to 11 U.S.C. §§ 507(a)(2) and 503(b)(1).

BASIS FOR RELIEF

9. The Debtors have an affirmative obligation to pay for actual and necessary costs and expenses of preserving the estate. *See* 11 U.S.C. § 503(b)(1)(A).

10. Westmoreland Kemmerer LLC and Westmoreland Texas Jewett Coal Company are required to pay the amounts due and owing for the goods and services provided by Rain for Rent after the Petition Date at the request of Rain for Rent. Accordingly, all post-petition amounts owing to Rain for Rent for said goods and services should be allowed as an administrative expense claim and immediately paid by the Debtors pursuant to section 503(b)(1). This amount is \$8,282.04 as to Westmoreland Kemmerer LLC, as reflected in Exhibit "A", and \$111,070.55 as to Westmoreland Texas Jewett Coal Company, as reflected in Exhibit "B".

11. Westmoreland Kemmerer LLC and Westmoreland Texas Jewett Coal Company benefitted from the post-petition provision of Rain for Rent's goods and services at the request of Westmoreland Kemmerer LLC and Westmoreland Texas Jewett Coal Company by being able to

continue operations and these goods and services enabled Westmoreland Kemmerer LLC and Westmoreland Texas Jewett Coal Company to preserve the estate.

12. Based upon the foregoing, Rain for Rent respectfully requests that the Court enter an order allowing its administrative expense claims in the amounts of \$8,282.04 as to Westmoreland Kemmerer LLC, as reflected in Exhibit "A", and \$111,070.55 as to Westmoreland Texas Jewett Coal Company, as reflected in Exhibit "B".

RESERVATION OF RIGHTS

13. Rain for Rent hereby reserves the right to amend this Application should additional information become available warranting such action. Rain for Rent also reserves all of its rights, claims, defenses, and remedies under the Bankruptcy Code and other applicable law.

CONCLUSION

WHEREFORE, Rain for Rent respectfully request this Court (1) grant the allowance of and payment of its administrative claims in the amounts of \$8,282.04 as to Westmoreland Kemmerer LLC, and \$111,070.55 as to Westmoreland Texas Jewett Coal Company and (2) grant Rain for Rent such other and further relief as this Court deems just and appropriate under the circumstances.

Dated: July 18, 2019

Respectfully submitted,

TOTZ ELLISON & TOTZ, P.C.

By: 

Marc L. Ellison
State Bar No. 06580600
2211 Norfolk, Suite 510
Houston, Texas 77098
Phone: 713-275-0309
Fax : 713-275-0303
Email : mellison@tetlegal.com

CERTIFICATE OF SERVICE

I hereby certify that on July 18, 2019, a true and correct copy of the above instrument was served via email through the Bankruptcy Court's Electronic Case Filing System on those parties that have consented to such service.



Marc L. Ellison



Rain For Rent Evanston

3411 Almy Rd
 Evanston WY 82930
 United States
 307-789-3858

MONTHLY STATEMENT As At 7/31/2019

CUSTOMER #: 118960
TO: WESTMORELAND KEMMERER INC
 PO BOX 842909
 BOSTON MA 02284

Date	Type	Invoice #	Branch	PO #	Job Site	Amount	Applied	Balance
5/10/2019	INV	1345974	1081	185172 000 OS	PIT 7A	\$4,141.02	\$0.00	\$4,141.02
6/18/2019	INV	1361970	1081	185172 000 OS	PIT 7A	\$4,141.02	\$0.00	\$4,141.02
Total						\$8,282.04	\$0.00	\$8,282.04

DO NOT PAY - NOT AN INVOICE

**EXHIBIT
A**

PAYMENT TERMS: NET 30

CURRENT	30 DAYS	60 DAYS	90+ DAYS	TOTAL DUE
\$0.00	\$4,141.02	\$4,141.02	\$0.00	\$8,282.04



Rain For Rent Montana

2667 S. 56th Street West
 Billings MT 59106
 United States
 406-656-0352

MONTHLY STATEMENT As At 7/31/2019

CUSTOMER #: 118523
TO: WESTMORLAND JEWETT MINING LLC
 PO Box 915
 Jewett TX 75846

Date	Type	Invoice #	Branch	PO #	Job Site	Amount	Applied	Balance
5/20/2019	INV	1349689	1082	356787 000 OS	ROSEBUD MINE - PUMP RENTAL	\$9,919.79	\$0.00	\$9,919.79
5/29/2019	INV	1353325	1082	358088 000 OS	BOX CUT DEWATERING	\$54,198.35	\$0.00	\$54,198.35
5/31/2019	INV	1355326	1014	Late Payment		\$99.00	\$0.00	\$99.00
6/6/2019	INV	1357859	1082	361164 000 OS	PUMP RENTAL - ABSALOKA MINE	\$5,924.25	\$0.00	\$5,924.25
6/12/2019	INV	1359705	1082	358088 000 OS	BOX CUT DEWATERING	\$23,852.12	\$0.00	\$23,852.12
6/17/2019	INV	1361662	1082	356787 000 OS	ROSEBUD MINE - PUMP RENTAL	\$9,436.79	\$0.00	\$9,436.79
6/18/2019	INV	1361994	1081	170667 OS	KEMMERER WY	\$6,071.10	\$0.00	\$6,071.10
6/21/2019	INV	1363640	1017	375064 000 OS	WESTMORELAND JEWETT MINING LLC	\$891.90	\$0.00	\$891.90
6/27/2019	INV	1367349	1082	356787 000 OS	ROSEBUD MINE - PUMP RENTAL	\$480.28	\$0.00	\$480.28
6/28/2019	INV	1368937	1014	Late Payment		\$196.97	\$0.00	\$196.97
Total						\$111,070.55	\$0.00	\$111,070.55

**EXHIBIT
B**

PAYMENT TERMS: NET 30

CURRENT	30 DAYS	60 DAYS	90+ DAYS	TOTAL DUE
\$0.00	\$46,853.41	\$64,217.14	\$0.00	\$111,070.55