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IDAHO PUBLIC
UTILITIES COMMISSION

Riverside Electric Company Limited

125 East 300 South
PO Box 12
Rupert, ID 83350
(208) 436-3855

Transmittal

January 30, 2024

Idaho Public Utilities Commission
PO Box 83720
Boise, ID 83720-0074

Attn: Commission Secretary

Re: 3 - Applications for Service Territory Agreement

Please find enclosed the following applications:

- 1- Application of Riverside Electric Company, Limited and East End Mutual Electric for an Order Approving a Service Territory Agreement between the Applicants
- 1- Application of Riverside Electric Company, Limited and Farmers Electric Company, Ltd for an Order Approving a Service Territory Agreement between the Applicants
- 1- Application of Riverside Electric Company, Limited and City of Rupert for an Order Approving a Service Territory Agreement between the Applicants

We would like to move forward on getting these recorded. Please let us know what else is needed to do so.

Thank-you,

Chad Surrage
Riverside Electric Co
csurrage_riverside@pmt.org

Enclosures: (4 Including transmittal)

CAS:mar

ALAN GOODMAN, #2778

717 7th Street

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Telephone: (208) 436-4774

Fax: (208) 436-4837

Attorney for Riverside Electric Company, Limited

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Attorney for Farmers Electric Company, Ltd.

BEFORE THE IDAHO PUBLIC UTILITIES COMMISSION

In the Matter of the Application of Riverside)
Electric Company, Limited and Farmers)
Electric Company, Ltd for an Order)
Approving a Service Territory Agreement)
between the Applicants.)

Case No. _____

APPLICATION

Pursuant to Rule 51 of the IPUCRP, and Idaho Code § 61-333, Riverside Electric Company, Limited (“Riverside”) and Farmers Electric Company (“Farmers”) respectfully apply for Commission approval of a Service Territory Agreement between Riverside and Farmers on the grounds and for the following reasons:

1. On December 8, 2000, the Idaho Legislature, meeting in special session amended the Idaho Electric Supplier Stabilization Act, §§ 61-332 through 61-334B of the Idaho

Code. Idaho Code § 61-333 provides that any electric supplier may contract in writing with another electric supplier for the purpose of allocating territories, consumers, and future consumers between electric suppliers and designating which territories and consumers are to be served by which contracting electric supplier. The statute further provides that the Commission shall, after notice and hearing review and approve or reject such contracts between electric suppliers. This joint Application is filed with the Commission for approval. Approval of the Commission of Service Territory Agreements is necessary to comply with the purposes of the Electric Supplier Stabilization Act.

2. The Petitioners have for some time had a Territory Agreement between them. Such Agreement predated the amendment to Idaho Code § 61-333, and therefore Riverside and Farmers seek approval of the Commission of the existing Territory Agreement. A copy of that agreement is attached as Exhibit 1.

3. The Agreement was negotiated between the parties in order to settle a service territory between the parties, provide for stability of service with consumers, to eliminate duplicating of services and to provide safety in the respective territories. The petitioners believe the agreement is in the best interest of both entities and the customers of both entities.

4. For the foregoing reasons and to fulfill the requirements of Idaho Code § 61-333 Riverside and Farmers request the Commission, after notice and hearing, approve the Agreement pursuant to law.

DATED this ___ day of _____ 2024.

GOODMAN LAW OFFICE

By _____
Alan Goodman

Attorney for Riverside Electric Company
717 7th Street
P.O. Box D
Rupert, Idaho 83350

GOODMAN LAW OFFICE

By _____
Alan Goodman

Attorney for Farmers Electric Company
717 7th Street
P.O. Box D
Rupert, Idaho 83350

SERVICE AREA STABILIZATION AGREEMENT

AGREEMENT made this ___ day of _____ 2024, by and between **Riverside Electric Company, Limited** of P.O. Box 12, Rupert, ID 83350 (“Riverside”) and **Farmers Electric Company, LTD.** of P.O. BOX 85, Heyburn, ID 83336, (“Farmers”)

1. RECITALS:

1.1 Riverside and Farmers are electric non-profit corporations organized in the State of Idaho and distributing electric energy to their respective patrons.

1.2 The service areas of Riverside and Farmers, in part, are adjacent and contiguous to each other.

1.3 The parties have, in recent years, had an oral understanding relative to the respective service areas, however, the parties believe it appropriate to reduce the respective understandings to this written Agreement and to have the same approved by the Idaho Public Utilities Commission pursuant to Idaho Code § 61-333.

In consideration of the recitals, the covenants and conditions herein contained and by statutory authority the parties agree:

2. TERRITORY DEFINED: Exhibit 1, attached to this Agreement and made a part hereof by reference, defines the territories of the respective parties as the territories are contiguous to each other. All of the area East of the solid red line identified on Exhibit 1 shall be the Riverside territory and all territory west of the solid red line shall be Farmers territory. Riverside shall serve all new customers in its defined area and Farmers shall serve all customers in its defined area.

3. EXISTING CUSTOMERS: To the extent that either party is currently providing service to customers within the service area assigned to the other party by this Agreement, said parties shall continue to serve said customer. Riverside or Farmers shall not be required to withdraw from the service area allocated to the other, but the right to continue to serve

existing customers within the service area of the other party shall not be construed to authorize extension of service to new customers within the service area allocated to Riverside and Farmers by this Agreement.

4. CAPTIONS: The captions of the paragraphs of this Agreement are for identification purposes only and the captions shall not be construed to define or limit the express provisions of the respective paragraphs.

5. ATTORNEY FEES: The prevailing party in any action arising under this Agreement shall be entitled to reasonable attorney fees and costs in addition to all other relief afforded by the court.

6. OTHER CUSTOMERS: Nothing contained herein shall prohibit the parties from entering into a written agreement to permit the service of a new customer by party whose distribution system is located in the service area of the other, if the new customer can be served more efficiently and safely from the existing service lines of the other party or by the extension of existing service lines. Such agreement shall be in writing, authorized by the respective governing board of each party, and when executed shall be appended to this Agreement. The decision to enter into such agreement is in the absolute discretion of each party and neither party shall have the right of action against the other for the exercise of such discretion.

7. TERM: This Agreement shall remain in full force and effect so long as each of the parties shall continue to operate as electric suppliers under their present form of ownership. In the event either party should terminate operations as an electric supplier, the boundary lines established by the respective service area shall remain in effect as to the successors in interest. In the event either or both parties merge, consolidate, sell or otherwise become a different entity this Agreement shall nevertheless remain in full force and effect as to the successor in interest of the respective parties.

8. EFFECTIVE DATE: This Agreement shall be effective upon its execution

by the respective parties and approval by the Idaho Public Utilities Commission. When so executed and approved a copy shall be recorded in the office of the County Recorder, County of Minidoka, State of Idaho.

9. ENTIRE AGREEMENT & MODIFICATION: This Agreement constitutes the entire understanding of the respective parties. All prior negotiations and understandings are deemed merged herein. This Agreement may only be modified in writing executed by the authorized officers of the parties and approved by the Idaho Public Utilities Commission.

10. MEMBER TRADE AND EXISTING CUSTOMERS: Exhibit 2 attached contain certain exceptions to the territories:

EXHIBIT 2 contains the name of patron(s) of Riverside and Farmers that exist in the territory of the other party. The parties will use good faith efforts to exchange the customers so that the named customer(s) are in the defined territory of each party. Absent an exchange the parties agree that the patrons may exist in the territory of the other until such time as events allow for the trade.

IN WITNESS WHEREOF the parties have executed this Agreement the day and year first above written.

Riverside Electric Company, Limited

By

Kenny Baily, Board President

Farmers Electric Company, Limited

By

Gary Buerkle, Board President

STATE OF IDAHO)
) SS
County of Minidoka)

On this _____ day of _____, in the year 2024, before me, the undersigned, a Notary Public in and for said State, personally appeared Kenny Baily, known or identified to me to be the President of Riverside Electric Company, Ltd., the company that executed the instrument or the person who executed the instrument on behalf of said company, and acknowledged to me that such company executed the same.

Notary Public for Idaho
Residing at _____
My Commission Expires: _____

STATE OF IDAHO)
) SS
County of Minidoka)

On this _____ day of _____, in the year 2024, before me, the undersigned, a Notary Public in and for said State, personally appeared Gary Buerkle, known or identified to me to be the President of Farmers' Electric Company, Ltd., the company that executed the instrument or the person who executed the instrument on behalf of said company, and acknowledged to me that such company executed the same.

Notary Public for Idaho
Residing at _____
My Commission Expires: _____

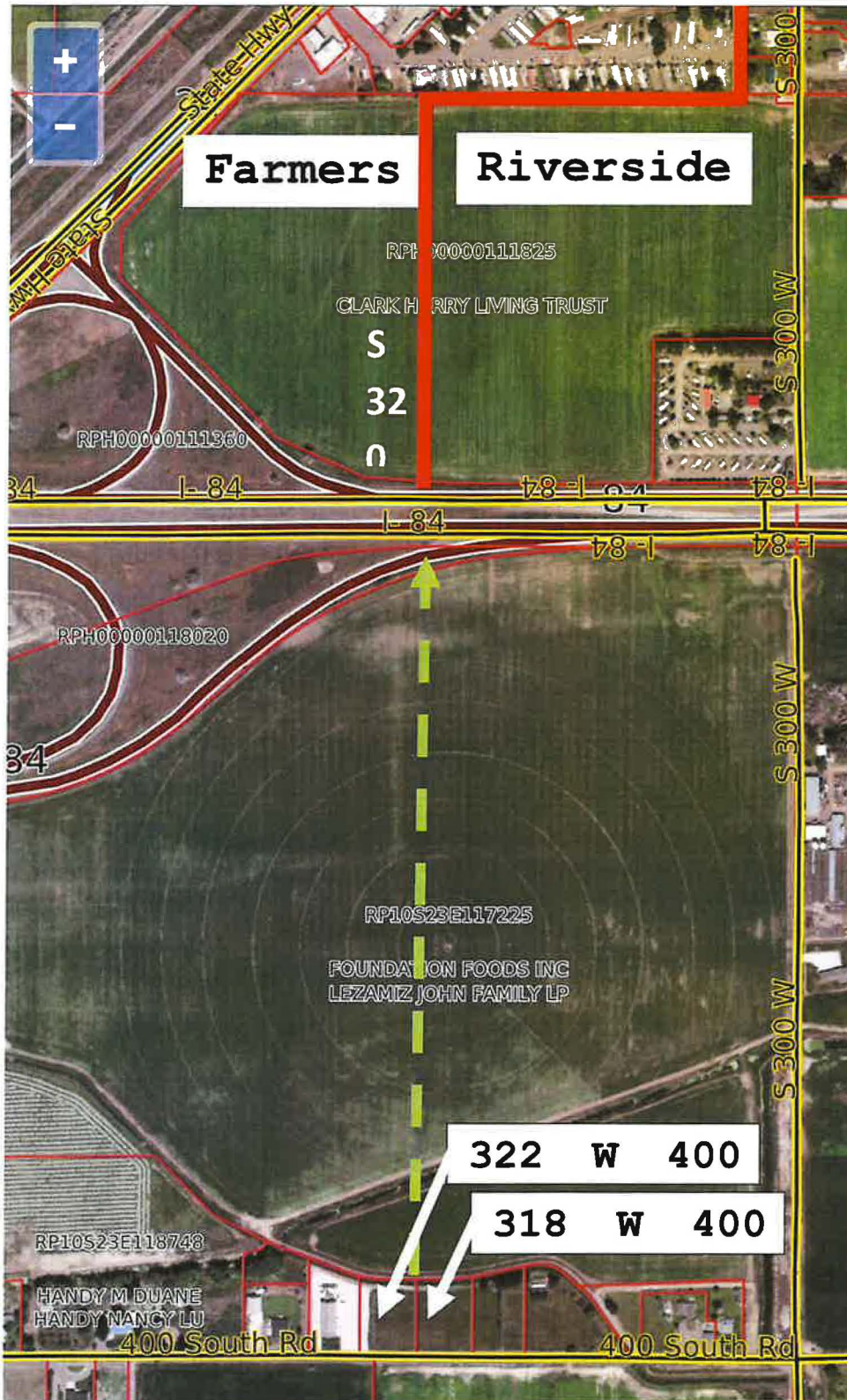


EXHIBIT 1 to Service Area Agreement – Riverside/Farmers

Legal descriptions, Property Identification Number (PIN), and current owner(s) are from <https://maps.idahoparcels.us>

Riverside Electric & Farmers Electric Service Area Agreement Trade

NAME, PIN: and LEGAL DESCRIPTION	LOCATION	SERVICE	METER#	REMARKS
CLARK HARRY LIVING TRUST PIN: RPH00000111825 S2NE4 LESS 12, 61, 674, 879, RR & HWY 11-10-23	APPROX 325 W 329 S RUPERT, ID	NONE	NONE	UN-IMPROVED PARCEL RIVERSIDE WILL SERVICE THE WEST (50%) OF THIS PARCEL

Farmers Electric to Riverside Electric

EXHIBIT 2 to Service Area Agreement – Riverside/Farmers