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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 7<sup>th</sup> Street  
P.O. Box D  
Rupert, ID 83350  
Telephone: (208) 436-4774  
Fax: (208) 436-4837  
Attorneys for Riverside Electric Company, Limited

**LANCE D. STEVENSON, #7733**  
715 6<sup>th</sup> Street  
Rupert, ID 83350  
Telephone: (208) 670-3146  
Attorney for City of Rupert

BEFORE THE IDAHO PUBLIC UTILITIES COMMISSION

In the Matter of the Application of Riverside )  
Electric Company, Limited and City of Rupert ) Case No. \_\_\_\_\_  
for an Order Approving a Service Territory )  
Agreement between the Applicants. )  
\_\_\_\_\_ ) APPLICATION

Pursuant to Rule 51 of the IPUCRP, and Idaho Code § 61-333, Riverside Electric Company, Limited (“Riverside”) and City of Rupert (“Rupert”) 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
- APPLICATION RIVERSIDE/RUPERT - 1

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 City of Rupert 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 interests 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 City of Rupert request the Commission, after notice and hearing, approval of the Agreement pursuant to law.

DATED this \_\_\_ day of \_\_\_\_\_ 2024.

GOODMAN LAW OFFICE

By

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Alan Goodman

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

STEVENSON LAW OFFICE

By

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Lance D. Stevenson

Attorney for City of Rupert  
715 6<sup>th</sup> Street  
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 the City of Rupert of 121 S 50 W, Rupert, ID 83350, ("Rupert").

1. RECITALS:

1.1 Riverside Electric Company is an electric non-profit corporation and The City of Rupert is a municipal corporation. Both entities are organized in the State of Idaho and distribute electric energy to their respective patrons.

1.2 The service areas of Riverside and Rupert, 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 deem it appropriate to reduce their 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 south of the red line identified on Exhibit 1 shall be the Riverside territory and all territory north of the red line shall be the Rupert territory. Riverside shall serve all new customers in its' defined area and Rupert 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 Rupert 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 Rupert 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 patrons of Riverside and Rupert 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, LTD

By

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Kenny Baily, Board President

CITY OF RUPERT ELECTRIC DEPARTMENT

By

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Tammy Jones, Mayor of the City of Rupert



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.

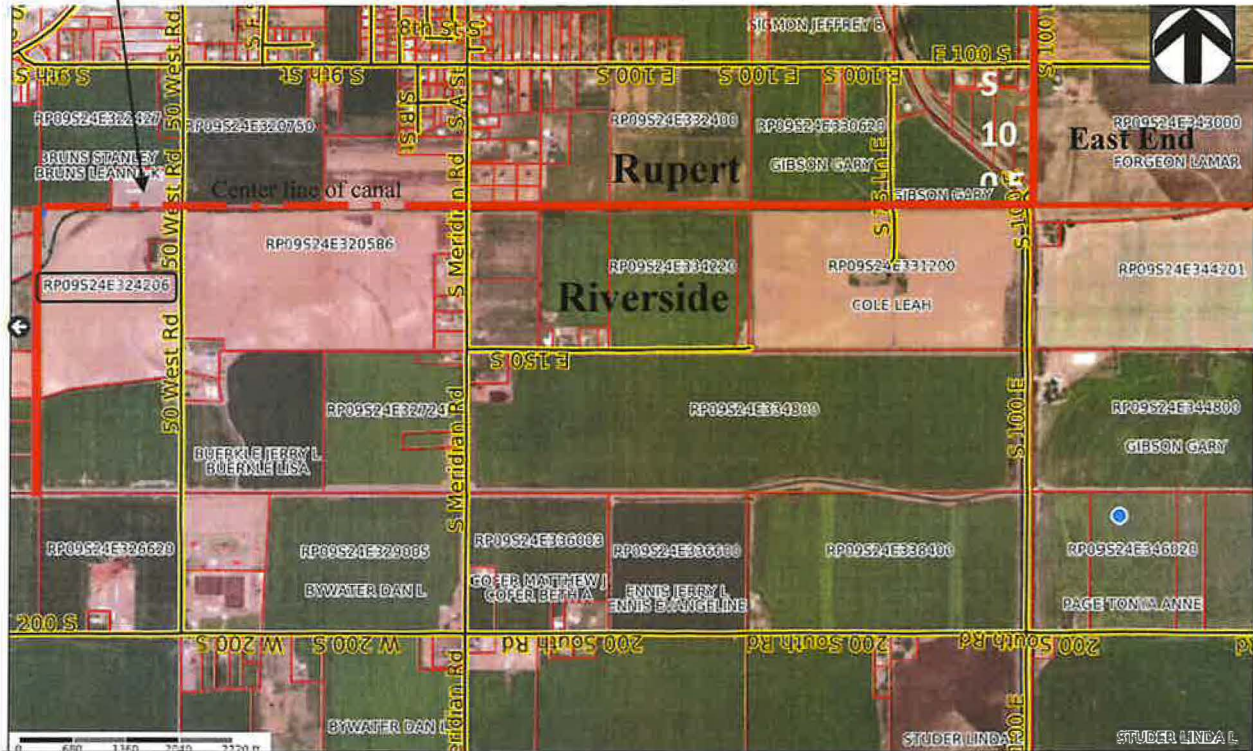
\_\_\_\_\_  
Notary Public for Idaho  
Residing at \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

STATE OF IDAHO     )  
  ) SS  
County of Minidoka    )

On this \_\_\_\_\_ day of \_\_\_\_\_, in the year 2023, before me, the undersigned, a Notary Public in and for said State, personally appeared Tammy Jones, known or identified to me to be the Mayor of the City of Rupert a municipal corporation that executed the instrument or the person who executed the instrument on behalf of said municipal corporation.

\_\_\_\_\_  
Notary Public for Idaho  
Residing at \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

City of Rupert Electrical Department



Defining the proposed service boundary area between The City of Rupert Electric Dept and Riverside Electric Company: Riverside Electric Company will service properties south of the canal beginning at 50 W 125 S, property is also known as; BILLY BUSH DEVELOPMENT LLC, legal description: SE4NW4 & THAT PORTION OF NE4SW4 N OF LATERAL 76 LESS TAX 1687 & 504063 32-9-24. **PIN: RP09S24E324206**. Service territory extends east to S 100 E.

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

**EXHIBIT 1** to Service Area Agreement – Riverside/Rupert

Riverside Electric & City of Rupert Electric Department Service Area Agreement Trade

NAME, PIN: and LEGAL DESCRIPTION	LOCATION	SERVICE	METER#	REMARKS
CITY OF RUPERT, DBA WASTE WATER TREATMENT PLANT RP09S24E328100, TAX 1847 SW4SE4 32-9-24	186 S 50 W, RUPERT, ID. 83350	Commercial		
CITY OF RUPERT RP09S24E328820 TAX 13 & 16 LESS N 23 FT SW4SW4 32-9-24 (SEWER PONDS)		Commercial		

Riverside Electric to Rupert Electric Department

**EXHIBIT 2** to Service Area Agreement – Riverside/Rupert