

RESOLUTION NO. 17-99

A RESOLUTION AUTHORIZING THE EXECUTION AND DELIVERY OF A POWER SUPPLY AGREEMENT WITH UTAH ASSOCIATED MUNICIPAL POWER SYSTEMS; AND RELATED MATTERS.

WHEREAS, Eagle Mountain, Utah (the "Member") owns and operates a utility system for the provision of electric energy to its residents and others (the "System") and is a member of Utah Associated Municipal Power Systems ("UAMPS") pursuant to the provisions of the Utah Associated Municipal Power Systems Amended and Restated Agreement for Joint and Cooperative Action dated as of February 17, 1999 (the "Joint Action Agreement");

WHEREAS, the Member now purchases all or a portion of its requirements for electric power and energy from or through UAMPS and has entered into a Power Pooling Agreement with UAMPS to provide for the efficient and economic utilization of its power supply resources;

WHEREAS, firm transactions may be advantageously utilized by the Member to manage costs of acquiring bulk supplies of electric power and energy to meet the requirements of the consumers served by the System and UAMPS has offered to enter into a Master Firm Power Supply Agreement (the "Power Supply Agreement") with the Member pursuant to which UAMPS and the Member may from time to time enter into various firm transactions for the purchase and sale of firm supplies of electric power and energy; and

WHEREAS, the Member now desires to authorize and approve the Power Supply Agreement and to delegate authority to the Member's Representative to UAMPS (the "Member Representative") to enter into firm power supply transactions from time to time with UAMPS thereunder, subject to the parameters set forth in this Resolution;

NOW, THEREFORE, BE IT RESOLVED by the City Council of Eagle Mountain, Utah as follows:

Section 1. Execution, Delivery and Filing of the Power Supply Agreement. The Power Supply Agreement, in substantially the form presented at the meeting at which this resolution is adopted, is hereby authorized and approved, and the Mayor is hereby authorized, empowered and directed to execute and deliver the Power Supply Agreement on behalf of the Member, and the City Recorder is hereby authorized, empowered and directed to attest, countersign and affix the corporate seal of the Member to the Power Supply Agreement, with such changes to the Power Supply Agreement from the form attached hereto as are approved by the Mayor, his execution thereof to constitute conclusive evidence of such approval. Promptly upon its execution, the Power Supply Agreement shall be filed in the official records of the Member.

Section 2. Authorization of Transactions and Transaction Schedules. The Member Representative is hereby authorized to enter into one or more Transactions with UAMPS pursuant to the provisions of the Power Supply Agreement and to execute on behalf of the City one or more Transaction Schedules reflecting such Transactions. This authorization shall extend to all Transactions which, in the aggregate, (i) provide a quantity of electric power energy that does not exceed the Member's anticipated requirements for the period covered by the Transaction or Transactions (such anticipated requirements being as determined by the Member Representative based upon the operating history of the System) and (ii) are reasonably anticipated to require payments by the Member in each year not exceeding the budgeted power supply costs of the System for the fiscal year in which such Transaction or Transactions are entered into by the Member. All other Transactions shall require the prior approval of the City Council.

Section 3. Other Actions with Respect to the Joint Action Agreement. The Mayor, the City Recorder, the Member Representative and other officers and employees of the Member shall take all actions necessary or reasonably required to carry out, give effect to, and consummate the transactions contemplated hereby and shall take all actions necessary to carry out the execution and delivery of the Power Supply Agreement and the performance thereof.

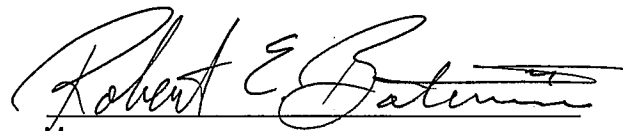
Section 4. Miscellaneous; Effective Date. (a) All previous acts and resolutions in conflict with this resolution or any part hereof are hereby repealed to the extent of such conflict.

(b) In case any provision in this resolution shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

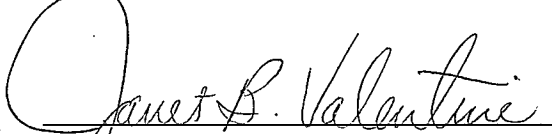
(c) This resolution shall take effect immediately upon its adoption and approval.

ADOPTED AND APPROVED this 16TH day of November 1999.

EAGLE MOUNTAIN, UTAH


Mayor

ATTEST AND COUNTERSIGN:


City Recorder

