

**JOINT POWERS AGREEMENT
UTICA POWER AUTHORITY**

THIS AGREEMENT made and entered into this 20th day of December, 1995 pursuant to the Joint Exercise of Powers Act, by and between CALAVERAS COUNTY WATER DISTRICT (CCWD), CITY OF ANGELS (ANGELS) and UNION PUBLIC UTILITY DISTRICT (UPUD).

These public entities are hereinafter collectively referred to as the "Parties" or "Member Entities". The terms "Parties" and "Member Entities" shall also include any additional parties that join in this Agreement, but shall exclude any parties that withdraw from this Agreement pursuant to any of the provisions hereto.

R E C I T A L S

This Agreement is made with reference to the following facts:

1. All of the Parties to this Agreement are public agencies.
2. CCWD is a county water district created and existing pursuant to the California Water Code, Section 30,000 et seq.
3. ANGELS is an incorporated city.
4. UPUD is a public utility district established pursuant to the California Public Utility District Act of the Public Utilities Code, Section 15501 et seq.
5. The existing FERC hydroelectric project Licenses for Pacific Gas & Electric Company's (PG&E) Angels Project No. 2699 and Utica Project No. 2019 expire, respectively, in December 1995 and May 1996.
6. PG&E has indicated that it is interested in selling the Angels and Utica Projects which affords other parties, including the members of this Utica Power Authority (UPA), the opportunity to become license holders of these Licenses by the negotiated purchase of these Licenses from PG&E, and upon FERC approval of a transfer of the Licenses.
7. Each of the Member Entities distributes water to customers within their respective boundaries and each of the parties purchases electrical energy for this purpose.
8. Members of the UPA desire to become the joint Licensees of the Angels and Utica Projects to help assure that there will be adequate water available from the Projects for the protection

of all beneficial public uses in Calaveras County, including for power production, domestic water supply, recreation, aesthetics and fish and wildlife purposes.

9. To these ends, CCWD has entered into an Agreement with the Northern California Power Agency (NCPA), a competing relicense applicant for the Angels and Utica Licenses, the terms of which provide for CCWD and NCPA to purchase these projects from PG&E and to obtain FERC approval of the transfer of these Licenses for these projects to CCWD, or to the UPA, and NCPA.

10. The parties hereto believe it will be mutually beneficial to them to cooperate in their efforts to become members of the UPA.

NOW, THEREFORE, IT IS AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

ARTICLE I

DEFINITIONS

Section 1.1. Definitions. As used in this Agreement, unless the content requires otherwise, the meaning of the terms hereinafter set forth shall be as follows:

a. "Authority" - Shall mean the Utica Power Authority, being the separate entity created by this Agreement.

b. "Board of Directors" or "Board" - Shall mean the governing body of the Authority as established in Section 3.1 of this Agreement.

c. "Law" or "The Law" - Shall mean the Joint Exercise of Powers Act, being Articles 1 and 2 of Chapter 5 of Division 7 of Title 1 of the Government Code of the State of California (Sections 6500 et seq.).

d. "Project" - Shall mean the Angels and Utica Hydroelectric Projects described in Article V of this Agreement.

e. "Bonds" - Shall mean any bonds, notes or other evidence of indebtedness of the Authority, authorized and issued pursuant to the Law.

ARTICLE II

CREATION OF THE UTICA POWER AUTHORITY

Section 2.1. Creation. There is hereby created pursuant to the Law a public entity to be known as the "Utica Power Authority".

Section 2.2. Term. This Agreement shall be effective from the date first above written and remain in effect until terminated by mutual agreement of all parties. Notwithstanding the foregoing, this Agreement shall remain in effect until such time as all bonds or other debt of the Authority and the interest thereon shall have been paid in full or provision for such payment shall have been made.

Section 2.3. Purpose. The purpose of this Agreement is to provide for the joint exercise through the Authority of powers common to each of the parties to study and participate in the financing, acquisition, operation, maintenance and replacement of facilities of the Project, to enter into agreements to sell the electric output of the Project, and agreements for the sale of water for the generation of power at the Collierville power plant of FERC Project No. 2409, and to do all acts related and incidental thereto.

Section 2.4. Powers. The Authority shall have the power to study and participate in the financing, acquisition, and operation of the Project, to acquire, construct, operate, maintain and replace other facilities for the generation and transmission of electric energy and for the distribution of water, to enter into agreements to wheel and exchange electric energy, and to do all acts related and incidental thereto in order to provide the electric energy and water needed by the parties and their respective customers. The Authority is authorized in its own name to do all acts necessary for the exercise of these powers for these purposes, including, but not limited to any or all of the following: to make and enter into contracts; to accept the assignment of and to be bound by the provisions of contracts concerning the sale and operation of the Projects previously entered into between CCWD and the Pacific Gas & Electric Company, and between CCWD and NCPA; to employ agents and employees; to acquire, construct, manage, maintain, operate and replace any buildings, works or improvements; to acquire by eminent domain or otherwise and to hold or dispose of any property; to sue and be sued in its own name; to incur debts, liabilities and obligations; and to issue Bonds or other debt to the extent and on the terms provided by law. The Authority shall have the power to apply for, accept and receive all State and Federal licenses, permits, grants, loans or other aids from any agency of the United States of America or the State of California.

ARTICLE III

INTERNAL ORGANIZATION

Section 3.1. Governing Body.

- a. The business of the Authority shall be conducted by a

six member Board of Directors, consisting of two (2) directors appointed by CCWD, two (2) directors appointed by UPUD, and two directors (2) appointed by ANGELS. The Directors and the alternate for that Director shall from time to time be selected from and designated in writing by the governing body of each of the parties. The governing body of each party shall designate an alternate for each director who shall serve in the absence of their Directors. The role of an alternate director shall be to assume the duties of the Director appointed by his/her member entity in case of the absence or unavailability of such Directors. The Directors and the alternates so named shall serve at the pleasure of their respective appointing governing body and shall continue to serve until the respective successors are appointed.

b. It is understood and agreed by the parties that the amendment to this Agreement provided for in Section 5.2 may provide for a different number of directors and/or voting rights apportioned in relation to the parties' rights and obligations with regard to the Project.

Section 3.2. Meetings.

a. The Board shall hold at least one regular meeting each year and by resolution may provide for the holding of regular meetings at more frequent intervals. The date upon which and the hour and place at which each such regular meeting shall be held shall be fixed by resolution of the Board. Special meetings of the Board may be called in accordance with the provisions of Section 54956 of the California Government Code. All meetings of the Board shall be called, held, noticed and conducted subject to the provision of the Ralph M. Brown Act (Sections 54950 et seq., Government Code). Compensation and reimbursable expenses of the Board members shall be set from time to time by resolution of the Board.

b. A quorum of the Board for the transaction of business shall consist of a majority of directors, except that less than a quorum may adjourn from time to time. The concurring vote of 4 directors of the Board shall be required for any action of the Board of Directors, except that action on material fiscal matters, or matters involving the allocation of water from the Project upstream of the Angels powerhouse and for use in the ANGELS or UPUD service areas, shall require a concurring vote of five of the six directors.

c. The Board shall select a Chairperson from among the directors who shall be the presiding officer at all Board meetings and a Vice Chairperson from among the directors who shall serve in the absence of the Chairperson. The terms of office of the Chairperson and Vice Chairperson shall be set by the Board; provided however that the office shall be declared

vacant if the person serving dies, resigns or is removed by his/her member entity as its representative on the Authority, or if his/her member entity withdraws for this Agreement pursuant to any of the provisions hereof. The Board shall also appoint a Secretary who shall be responsible for keeping the Minutes of all meetings of the Board and all other official records of the Authority, and the Board may also appoint or employ such other officers and employees as it deems necessary to carry out the purposes of this Agreement.

d. At the first meeting of the Board following the execution of this Agreement or as soon thereafter as practical, the Board may adopt an official seal for the Authority and may adopt such bylaws as it deems necessary to regulate the affairs of the Authority in accordance with this Agreement. The bylaws may be amended from time to time by the Board as it may deem necessary.

Section 3.3. Principal Office. The principal office of the Authority shall be the PG&E Hydro Office, 1108 Murphys Grade Road, Angels Camp, California. The Board of Directors may change the principal office from one location to another.

ARTICLE IV

FINANCIAL PROVISIONS

Sections 4.1. Fiscal Year. The fiscal year of the Authority shall be established by resolution of the Board of Directors as soon as practical after the effective date of this Agreement.

Section 4.2. Depository: Auditor.

a. CCWD shall be the Treasurer of the Authority and shall be the depository and have custody of all money of the Authority, from whatever source, subject to the applicable provisions of any indenture or resolution providing for a trustee or other fiscal agent. The Treasurer shall perform the duties specified in Government Code Section 6506.5.

b. The officer performing the functions of Auditor/Controller of CCWD shall be Auditor/Controller of the Authority and shall perform the duties specified in Government Code Sections 6505 and 6506.5.

c. At the request of the governing body of CCWD, the Board of Directors shall transfer responsibilities of Treasurer/Depository and Auditor/Controller to equivalent officers of another member entity or to some other person or entity as the law may provide. The Board of Directors on its own may transfer the responsibilities of Treasurer/Depository and

Auditor/Controller to equivalent officers of another member entity or to some other person or entity as the law may provide.

d. All funds of the Authority shall be strictly and separately accounted for and regular reports shall be rendered of all receipts and disbursements at least quarterly during the fiscal year. The books and records of the Authority shall be open to inspection by the member entities and by bondholders as and to the extent provided by resolution or indenture. The Auditor/Controller shall either make or contract with a certified public accountant or public accountant to make an annual audit of the accounts and records of the Authority which shall be conducted, at a minimum, in accordance with the requirements of the State Controller under Section 26909 of the California Government Code and shall conform to generally accepted auditing standards.

e. The governing body of CCWD or its successor under subparagraph c. above may establish and collect from the Authority reasonable charges for the services of the Treasurer/Depository and Auditor/Controller.

Section 4.3. Property Bonds. The Board of Directors shall from time to time designate the officers and persons, in addition to those specified in Section 4.2 above, who shall have charge of, handle or have access to any property of the Authority. Each such officer and person, including those specified in Section 4.2, shall file a bond in an amount designated by the Board of Directors. Such designations shall be subject to ratification by the parties in compliance with Government Code Section 6505.1.

Section 4.4. Budget. As soon as practical after the execution of this Agreement, and thereafter at least 30 days prior to commencement of each fiscal year, the Board of Directors shall adopt a budget for the Authority for the ensuing fiscal year.

Section 4.5. Contributions for Authority Operating Expenses.

a. CCWD shall provide the initial commitment of funds of \$500,000 for expenses of administration and operation and to further the purposes of the Authority set forth in this Agreement. This amount includes legal, engineering and financial consultant expenses incurred by CCWD before the date of this Agreement towards the acquisition of the Projects. This initial commitment of funds is an equal obligation of the Member Entities to this Agreement and Member Entities other than CCWD shall repay their share of this amount to CCWD with interest at the rate of 8.5% per annum, prior to receiving any share of Project revenues. If additional funds are needed in the future to cover expenses, each of the Member Entities shall equally pay such expenses upon

request from the Board of Directors as the expenses are incurred. The Authority shall send each Member Entity a statement for its share of the operating expenses which is to be paid by the Member Entity. Any party which does not transmit its contributions within 30 days after receipt of a statement from the Authority shall be sent a follow-up notice demanding its payment within 10 days from its receipt of the notice. If the Member Entity does not make adequate arrangements with the Authority to make such payment, that Member Entity shall be deemed to have withdrawn as a Member Entity and cease to be a party to this Agreement. No refund or repayment of any portion of the initial commitment of funds described in this section that has theretofore been encumbered by the Authority shall be made to a Member Entity ceasing to be a party to this Agreement whether pursuant to this Section or any other Section of this Agreement. The refunds or repayment of any other contribution shall be made in accordance with the terms and conditions upon which the contribution was made.

b. In accordance with Government Code Section 6512.1, repayment or return to the parties of all or any part of any contributions made by the parties and any revenues received by the Authority may be directed by the Board at such time and upon such terms as the Board may decide, except the Board can not free any Member Entity from its repayment obligation incurred to CCWD for funds advanced by CCWD to the Authority in subsection "a" hereof. The Authority shall hold title to all funds, property and works acquired by it during the term of this Agreement.

Section 4.6 Sharing of Project Capital Costs, Operating Costs and Liabilities, and Net Revenues.

a. CCWD, ANGELS and UPUD shall each be financially obligated for one-third (1/3) of CCWD's portion of the purchase price obligation under the CCWD/PG&E Agreement for the Angels and Utica Hydroelectric Projects. CCWD, ANGELS, and UPUD shall each be responsible for paying one-third (1/3) of all CCWD Project costs and liabilities, including annual operation, maintenance and replacement costs of the Project, and all costs of maintaining the Projects in compliance with requirements of the FERC or other regulatory authority.

b. CCWD, ANGELS, and UPUD shall share on an annual basis in proportion to each of their one-third (1/3) Project participations, the net revenues from the sale of the Project's electric energy, and the net revenues from the sale of Project water sold to generate electrical energy at the Collierville power plant, available after payment of all required annual payments of capital costs and all other operation, maintenance and replacement costs of the Project, and after full repayment of any loans or advances of funds made by any Member Entity to another Member Entity.

c. In the event of the withdrawal of a Member Entity as set forth in Sections 4.5 or 6.4, such withdrawing Member Entity shall remain obligated and liable to the Authority for its one-third share of capital costs and any accumulated operating deficits and liabilities incurred by the Authority up until the effective date the withdrawal. The withdrawing party shall not be entitled to any Project revenues received by the Authority after its withdrawal, except that the withdrawing party will be entitled to repayment of its contributions made under section 4.5, without interest, out of the first twenty-five percent of net revenues each year, and after payment of any loans or advances it has received from other Member Entities.

d. The withdrawal of any Member Entity does not terminate this Agreement, and in the event of withdrawal of any Member entity as set forth in Sections 4.5 or 6.4, and subject to the obligations set forth in subsection "c", the remaining Member entities shall assume and be equally, jointly and severally liable for the withdrawing Member's Project liabilities to third parties.

ARTICLE V

THE PROJECT

Section 5.1. Description of Project. The Project which the Authority intends to participate in is the financing, acquisition and operation of the Angels and Utica Projects described in the PG&E relicense applications filed with the Federal Energy Regulatory Commission dated, respectively, December 21, 1993 and May 3, 1994, and as those Projects may be operated by CCWD as set forth in the CCWD/NCPA Agreement.

Section 5.2. Refinement of Project; Amendment of Agreement; Withdrawal of Parties.

a. It is understood and agreed that the aforementioned description of the Project represents the present intention and agreement of the parties and that any material changes in the Project will be provided and set forth as necessary. Should a change in Project description occur, it is agreed that this Agreement may be amended at such time as the details of any change in the Project and its financing and the allocation of costs and benefits becomes sufficiently known to permit them to be described in such an amendment. No party shall be obligated to participate in the modified Project or its financing unless its governing body has approved such amendment.

b. If the Member Entities are unable to agree unanimously on the details of the modified Project, and its financing and the allocation of costs and benefits, but a majority of Member

Entities can so agree, or in the absence of a majority there exists a plurality of Member Entities agreeing upon a single proposal, then in such event each Member Entity shall have the option of either participating in such proposal or ceasing to be a party to this Agreement. If a sufficient number of Member Entities agree to participate in such proposal to enable the Project and its financing to be implemented, then this Agreement shall be amended in accordance with such proposal, and the other Member Entities that do not then agree to participate shall cease to be parties hereto, and this Agreement shall be terminated as to them.

c. If there are insufficient remaining Member Entities to proceed with the Project or a modification thereof, this Agreement shall be terminated in accordance with Section 6.5 of this Agreement.

ARTICLE VI

RELATIONSHIP OF AUTHORITY AND ITS MEMBER ENTITIES

Section 6.1. Separate Entity. The Authority shall be a public entity separate from the parties to this Agreement. Unless and to the extent otherwise agreed herein, the debts, liabilities and obligations of the Authority shall not be debts, liabilities or obligations of the Member Entities. All property, equipment, supplies, funds and records of the Authority shall be owned by the Authority except as otherwise provided in this Agreement.

Section 6.2. Additional Parties. Additional parties may join in this Agreement and become Member Entities if accepted and approved unanimously by the then-existing parties. The terms and conditions of such joinder shall be set forth in an amendment to this Agreement signed by all of the then-existing parties and shall be consistent with any contracts, resolutions, indentures or other obligations of the Authority then in effect.

Section 6.3 CCWD To Be Project Manager. CCWD, or any third-party contractor duly-selected by the Authority, shall be responsible, on behalf of the Authority, for the day to day management and operation and maintenance of the Project, including compliance with the terms and conditions of the FERC licenses for the Angels and Utica Hydroelectric Projects.

Section 6.4. Termination of a Member Entity's Participation in the Authority. Any Member Entity may withdraw from this Agreement by giving a one-year written notice of its election to do so, which notice shall be given to the Board of Directors and to each of the other parties; provided that such withdrawal does not in any way impair any contracts, resolutions, indentures or

other obligations of the Authority then in effect, and is subject to the withdrawing member's continuing payment obligations under Section 4.6 hereof.

Section 6.5. Termination and Disposition of Property Upon Termination.

a. This Agreement may be terminated any time by the written consent of two-thirds (2/3) of its Member Entities, provided however that this Agreement and the Authority shall continue to exist for the purpose of disposing of all claims, distribution of all assets and all other functions necessary to wind up the affairs of the Authority.

b. Upon termination of this Agreement any surplus money on hand shall be returned to the then Member Entities of the Authority in proportion to the contributions made and in accordance with the provisions of section 4.6. Subject to the limitation set forth in subsection "d", the Board of Directors shall first offer any property, works, rights and interests of the Authority for sale to the Member Entities. If no such sale is consummated, the Board of Directors shall offer the property, works, rights and interests of the Authority for sale to any governmental agency, private entity or persons for good and adequate consideration. The net proceeds from any sale shall be distributed among the Member Entities in proportion to the contributions made.

c. If no such sale is consummated, and subject to the limitation set forth in subsection "d", all property, works, rights and interests of the Authority shall be allocated to the Member Entities in the same manner as the allocation of the net proceeds from a sale, unless otherwise agreed to by all of the Member Entities.

d. If it becomes necessary to terminate this agreement pursuant to subsection "a" hereof, CCWD shall become and continue as the sole licensee and holder of all the property rights under the licenses for the Angels and Utica Hydroelectric Projects and shall be entitled to all revenues from the operation thereof.

ARTICLE VII

MISCELLANEOUS PROVISIONS

Section 7.1. Amendment of this Agreement. This Agreement may be amended by an agreement approved by all parties, subject to the exceptions set forth in Section 5.2 and subject to any conditions or restrictions established by resolution or indenture authorizing the issuance of Bonds. Approval of the Board shall not be required for the amendment of this Agreement.

Section 7.2. Assignment; Binding on Successors. Except as otherwise provided in this Agreement, the rights and duties of the parties to this Agreement may not be assigned or delegated without the advance written consent of all of the other parties, and any attempt to assign or delegate such rights or duties in contravention of this Section shall be null and void. Any approved assignment or delegation shall be consistent with the terms of any contracts, resolutions, indentures and other obligations of the Authority then in effect. This Agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto. This Section does not prohibit a Member Entity from entering into an independent agreement with another agency regarding the financing of that Member Entity's contributions to the Authority, or the disposition of proceeds which that Member Entity receives under this Agreement, so long as such independent agreement does not affect or purport to affect the rights and duties of the Authority or the parties under this Agreement.

Section 7.3. Notices. Any notice authorized or required to be given pursuant to this Agreement shall be in writing and shall be deemed to have been given when mailed, postage prepaid, or delivered during working hours to the following addresses or to such changed addresses as are communicated to the Authority and the Member Entities in writing:

Calaveras County Water District
423 East Saint Charles Street
P.O. Box 846
San Andreas, CA 95249

City of Angels
584 South Main Street
P.O. Box 667
Angels Camp, CA 95222

Union Public Utility District
339 Main Street
P.O. Box 429
Murphys, CA 95247

Section 8.4. Withdrawal by Operation of Law. Should the participation of any party to this Agreement be decided by the courts or the Legislature to be illegal or in excess of that party's authority or in conflict with any law, the validity of the Agreement as to the remaining parties shall not be affected thereby and each party hereby agrees that it would have entered into this Agreement upon the same terms as provided herein if that withdrawing party had not been a participant in this Agreement.

Section 8.5. Multiple Originals. This Agreement may be executed in counterparts, each of which shall be deemed an original.

IN WITNESS WHEREOF, the parties have executed this Agreement as follows.

CALAVERAS COUNTY WATER DISTRICT

Al Blooley
President

ATTEST:

Steve Latta
Secretary
Dated: July 31, 1995

CITY OF ANGELS
Paul Folenberg
Mayor

Attest:

Carol Ann Dwyer
City Clerk
Dated: October 3, 1995

UNION PUBLIC UTILITY DISTRICT

William Reddel
President

Attest:

Marion Reddel
Secretary
Dated: December 20, 1995

CITY OF ANGELS
CITY COUNCIL
MINUTES
Tuesday, October 3, 1995

REGULAR CITY COUNCIL MEETING

The Meeting was called to order at 7:00 P.M. by Mayor Folendorf who announced the meeting would be tape recorded.

Present: Folendorf, Ambrose, Newcomb, Ramorini, Johnson

CONSENT AGENDA

MOTION by Councilmember Ambrose, seconded by Councilmember Ramorini and carried to approve the Consent Agenda as follows:

- A. Approval of Minutes of City Council Meeting 9-16-95
- B. Correspondence
- C. MOTION to adopt Ordinance #347 approving Greenhorn Creek amendments
- D. MOTION to pay bills

ECONOMIC DEVELOPMENT COMMITTEE

- A. Kate Reynolds, Executive Director EDC reported on the activities of the Angels Economic Committee. Survey results will be available soon.
- B. Reviewed proposal from EDC for technical assistance to the Committee.

Council Member Ambrose and Johnson will meet with EDC members and discuss, for recommendation to Council, the level of support the City would be willing to extend to EDC.

REGULAR AGENDA

RED RIBBON WEEK

Alicia Broadhead, Shaun Smith and Angie Corn, representing Friday Night Live read a resolution regarding Red Ribbon Week.

MOTION by Council Member Johnson, seconded by Council Member Newcomb and carried to adopt Resolution supporting Red Ribbon Week.

ESTABLISHMENT OF MUSEUM COMMISSION

City Administrator reported on a donation to the museum by the Larson Family to be presented 10-10-95.

MOTION by Council Member Ramorini, seconded by Council Member Johnson and carried to waive the second reading and adopt Ordinance #348 Establishment of Museum Commission.

FINNEGAN LANE PUBLIC UTILITY EASEMENT

City Engineer reviewed the revised route for the proposed Finnegan Lane sewer project.

Preferred access and utility easement is 40'.

MOTION by Council Members Johnson, seconded by Council Member Ramorini and carried, with Mayor Folendorf abstaining, to adopt a Negative Declaration for the Finnegan Lane Public Utility Easement Project.

MOTION by Council Member Newcomb, seconded by Council Member Johnson and carried, with Mayor Folendorf abstaining, to adopt Res. 95-68 Resolution of Necessity using a 40' access and utility easement.

MOTION by Council Member Johnson, seconded by Council Member Ramorini and carried, with Mayor Folendorf abstaining, to adopt Res. 95-69 Resolution of Necessity using a 20' easement except Harrington property using 15' to 20' access and utility easement.

REVIEW OF THE UTICA POWER AUTHORITY AGREEMENT

City Administrator reported there were some minor amendments to the agreement.

MOTION by Council Member Ambrose, seconded by Council Member Ramorini and carried to adopt and approve the amendments prepared by CCWD.

Members to represent the City on the Utica Power Authority will be Council Member Ramorini and Mayor Folendorf.

GREENHORN CREEK PUBLIC IMPROVEMENT ACQUISITION

Postponed to next meeting

SERBIAN CHURCH REQUEST FOR FEE WAIVER

MOTION by Council Member Ramorini, seconded by Council Member Newcomb

and carried to deny request based upon legal advice.

PUBLIC COMMENT

Laurie Jurgens

1. Requested a workshop on redevelopment
2. When can replies to letters regarding redevelopment be expected?
3. Read a letter regarding redevelopment from Mary Theroux

Kathy Heckman

Had many concerns. Concerns will be referred the Chief Bart.

STAFF REPORTS

City Engineer

Reported on several projects

Fire Chief

Fire Prevention week next week

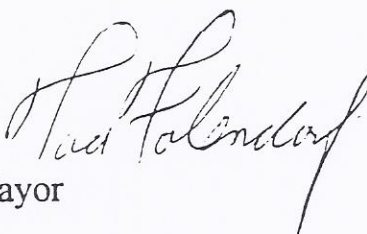
Blue marks on Main Street for fire hydrant identification

Meeting was adjourned to closed executive session at 8:30 P.M.

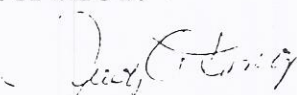
Meeting was reconvened at 10:10 P.M.

No action was taken

Meeting was adjourned at 10:30 P.M.


Mayor

ATTEST: -


Deputy City Clerk

I, Judy A. King, Deputy City Clerk of the City of Angels hereby certify the foregoing is a true and correct copy of the minutes duly passed and adopted by the City of Angels.

RESOLUTION NO. 1-1996

Resolution Approving Joint Powers Agreement

BE IT RESOLVED by the Board of Directors of UNION PUBLIC UTILITY DISTRICT, that the JOINT POWERS AGREEMENT to establish the UTICA POWER AUTHORITY with CALAVERAS COUNTY WATER DISTRICT and CITY OF ANGELS for the purchase and operation of the Utica Ditch, Murphys and Angels Hydroelectric Projects and related water rights is approved, and

BE IT FURTHER RESOLVED that the President of the Board of Directors, William J. Riedel, and that the Secretary of the Board of Directors, Marion L. Redding, be and are hereby authorized to execute the same for and on behalf of UNION PUBLIC UTILITY DISTRICT.

PASSED AND ADOPTED by the Board of Directors of UNION PUBLIC UTILITY DISTRICT at their regular monthly meeting on this 21st day of February, 1996 at Murphys, California, by the following vote:

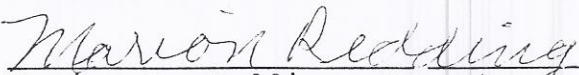
AYES: William J. Riedel, Marion L. Redding, Duane A. Oneto, L.L. Thompson Jr., and LaRae D. VerHalen

NOES: None

ABSENT: None


William J. Riedel, President
of the Board of Directors

ATTEST:


Marion L. Redding, Secretary

RESOLUTION NO. 95-78

BE IT RESOLVED that the Board of Directors of CALAVERAS COUNTY WATER DISTRICT (CCWD) does hereby authorize the execution of a Joint Powers Agreement for the Utica Power Authority with CITY OF ANGELS and UNION PUBLIC UTILITY DISTRICT, relative to the purchase and relicensing of the PG&E Utica and Angels Hydroelectric Projects, said terms and conditions more specifically set forth in the Agreement, attached hereto and made a part hereof.

FURTHER RESOLVED that the President or General Manager are authorized to execute said Agreement.

PASSED AND ADOPTED this 31st day of July, 1995 by the following vote:

AYES: Directors Dooley, Geiszler, Hodgson and Weinkle

NOES: Director Dunn

ABSENT: None

CALAVERAS COUNTY WATER DISTRICT

NG Weinkle

President

ATTEST:

Steve Feltz

Secretary