

FILED

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Ms. J. L. Smith
Sch. 10-22-03

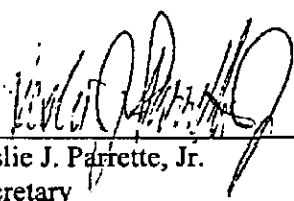
SUBSTITUTE
SCHEDULE RD-12

Exhibit No. 57
Case No(s) EF-2003-0465
Date 10-22-03 Rptr

OFFICER'S CERTIFICATE

I, Leslie J. Parrette, Jr., hereby certify that I am the Secretary of Aquila, Inc. (the "Company") and custodian of the records and seal of such Company; that the resolutions attached hereto as Exhibit A, are true and correct copies of resolutions adopted by the Board of Directors of said Company on April 4, 2003; and said resolutions are in full force and effect and have not been amended or revoked.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of said Company this 4th day of June, 2003.



Leslie J. Parrette, Jr.
Secretary

Exhibit A

**AQUILA, INC.
RESOLUTIONS**

April 4, 2003

REFINANCING OF THE COMPANY'S CREDIT FACILITIES

WHEREAS, the Company has approximately \$195,000,000 of obligations outstanding under the 364-Day Revolving Credit Agreement, dated as of April 12, 2002, among the Company, the lenders party thereto, and Citibank, N.A., as agent, due and payable on April 11, 2003;

WHEREAS, the Company has approximately \$220,000,000 of obligations outstanding under the 3-Year Revolving Credit Agreement, dated as of April 12, 2002, among the Company, the lenders party thereto, Citibank, N.A., as agent, and Bank One, NA, as L/C Issuing Bank, due and payable on April 12, 2005;

WHEREAS, in order to refinance the obligations referred to above and certain bank and synthetic lease obligations of its subsidiaries guaranteed by Aquila (collectively, the "Outstanding Obligations"), the Company desires to enter into a \$430,000,000 Senior Secured Term Loan Credit Facility, comprising a term loan facility and a pre-funded letter of credit facility (together, the "Term Loan Facility"), among the Company, Credit Suisse First Boston, acting through its Cayman Islands Branch, as Administrative Agent, and the several banks and other financial institutions from time to time party thereto, consistent with the form, terms, and provisions of the Dewey Ballantine LLP ("DB") marked draft dated April 3, 2003, presented to the Board;

WHEREAS, in order to refinance the Outstanding Obligations and as security for the Term Loan Facility, the Company desires to subject certain of its utility network ("Network") assets in Nebraska and Michigan to a lien under a mortgage indenture and deed of trust (the "Mortgage Indenture"), and use commercially reasonable efforts to cause certain other Network assets to become subject to a lien under the Mortgage Indenture, subject to limitations, consistent with the form, terms and provisions of the Orrick, Harrington & Sutcliffe draft dated April 1, 2003, presented to the Board;

WHEREAS, in order to refinance the Outstanding Obligations and as security for, and a condition precedent to the Company's borrowing under, the Term Loan Facility, the Company desires to enter into the First Supplemental Indenture under the Mortgage Indenture (the "First Supplemental Indenture") pursuant to and in accordance with which the Company desires to issue the First Mortgage Bonds, 2003 Series A (the "Bonds") to the collateral agent under the Mortgage Indenture;

WHEREAS, in order to refinance the Outstanding Obligations, the Company desires to cause UtiliCorp Australia, Inc. to enter into a \$200,000,000 364-Day Credit Agreement, comprising \$100,000,000 payable at closing and an option to draw up to an additional \$100,000,000 (the "Bridge Loan Facility" and, together with the Term Loan Facility, the "Facilities"), among the Company, Credit Suisse First Boston, acting through its Cayman Islands Branch, as Administrative Agent, and the several banks and other financial institutions from time to time party thereto, consistent with the form, terms, and provisions of the DB draft dated April 3, 2003, presented to the Board;

WHEREAS, in order to refinance the Outstanding Obligations and as security for the Facilities, the Company desires to pledge, or cause its direct or indirect subsidiaries to pledge, its or their equity interests (and any debt interests) in various subsidiaries, as follows:

- (a) UtiliCorp Australia, Inc. would pledge its interests in UtiliCorp Asia Pacific Pty. Ltd.;
- (b) Aquila Merchant Services, Inc. would pledge its interests in UtilCo Group Inc.;
- (c) the Company and Aquila Canada Holdings, Inc. would pledge their interests in Aquila Networks Canada Corp. and Missouri Public Service Company;
- (d) Aquila Power Holdings, Inc. would pledge its interests in Aquila Piatt County Power LLC and MEP Flora Power LLC; and
- (e) Aquila Networks Canada Finance Corporation would pledge its interests in Aquila Networks Canada Management Corporation;

WHEREAS, in order to refinance the Outstanding Obligations, the Company desires to cause, among other things, its indirect subsidiaries MEP Flora Power LLC, owner of the Raccoon Creek/Clay County peaker generation facility ("Raccoon Creek"), and Aquila Piatt County Power LLC, owner of the Goose Creek/Piatt County peaker generation facility ("Goose Creek"), to guarantee UtiliCorp Australia, Inc.'s obligations under the Bridge Loan Facility (the "Bridge Loan Guarantees");

NOW, THEREFORE, be it

RESOLVED, that the Company enter into the Term Loan Facility in an aggregate principal amount not to exceed at any time \$430,000,000 for the purposes, on the terms, subject to the conditions, and at the rates of interest set forth in the Term Loan Facility;

RESOLVED FURTHER, that the Company execute and deliver the Mortgage Indenture, which provides for the issuance of bonds of the Company from time to time and grants to the Trustee appointed thereunder a lien on certain Network assets of the Company described therein;

RESOLVED FURTHER, that the Company issue the Bonds contemplated by the First Supplemental Indenture, which will be issued to secure, and as a condition to the Company's borrowing under, the Term Loan Facility;

RESOLVED FURTHER, that the Company cause UtiliCorp Australia, Inc. to enter into the Bridge Loan Facility in an aggregate principal amount not to exceed \$200,000,000 for the purposes, on the terms, subject to the conditions, and at the rates of interest set forth in the Bridge Loan Facility;

RESOLVED FURTHER, that the Company cause:

- (a) UtiliCorp Australia, Inc. to pledge the equity interests (and any debt interests) in UtiliCorp Asia Pacific Pty. Ltd. owned by it;
- (b) Aquila Merchant Services, Inc. to pledge the equity interests (and any debt interests) in UtilCo Group Inc. owned by it;
- (c) the Company and Aquila Canada Holdings, Inc. to pledge the equity interests (and any debt interests) in Aquila Networks Canada Corp. and Missouri Public Service Company owned by them;
- (d) MEP Flora Power LLC and Aquila Piatt County Power LLC to issue the Bridge Loan Guarantees to guarantee UtiliCorp Australia, Inc.'s obligations under the Bridge Loan Facility credit agreement;
- (e) Aquila Power Holdings, Inc. to pledge the equity interests (and any debt interests) in MEP Flora Power LLC and Aquila Piatt County Power LLC owned by it as security for the Bridge Loan Guarantees; and
- (f) Aquila Networks Canada Finance Corporation to pledge its equity interests (and any debt interests) in Aquila Networks Canada Management Corporation owned by it;

RESOLVED FURTHER, that the form, terms, and provisions of the Facilities, the Mortgage Indenture, the First Supplemental Indenture, and the Bonds be, and the same hereby are, in all respects approved, and that any officer of this Company be, and each of them hereby is, authorized, in the name and on behalf of this Company, to execute and deliver the Term Loan Facility, the Mortgage Indenture, the First Supplemental Indenture, and the Bonds, each in the form or substantially in the form thereof submitted to the Board of the Company, with such changes, additions and modifications thereto as the officer of this Company executing the same shall approve, such approval to be conclusively evidenced by his execution and delivery thereof;

RESOLVED FURTHER, that the Company enter into, or cause its direct or indirect subsidiaries to enter into, such other agreements and instruments as may be required by the terms of the Facilities as a condition to borrowing thereunder, such as (without limitation) agreements or instruments pledging the Company's rights to payments from its affiliates or granting liens on other assets of the Company or its subsidiaries to secure the obligations of the Company under the Facilities or the obligations of subsidiaries or affiliates of the Company;

RESOLVED FURTHER, that the proper officers of the Company be, and each of them hereby is, authorized and empowered (any one of them acting alone) to do or cause to be done all such acts or things and to sign and deliver, or cause to be signed and delivered, all such documents, instruments, security filings, and certificates (including, without limitation, all notices and certificates required or permitted to be given or made under the terms of the Term Loan Facility), in the name and on behalf of this Company or otherwise, as such officer of this Company may deem necessary, advisable or appropriate to carry out the purposes and intent of the foregoing resolutions and to perform the obligations of the Company under the agreements and instruments referred to therein.