



Kennebunk Light & Power District
4 Factory Pasture Lane
Kennebunk, Maine 04043
(207) 985-3311
www.klpd.org

BOARD OF TRUSTEES BUSINESS MEETING AGENDA
TUESDAY, JANUARY 28, 2020
DISTRICT OFFICES @ 5:00 PM

I.	CALL TO ORDER / WELCOME NEW BOARD MEMBER BEVERLY FREUDENREICH	5:00
II.	AFH CONTRACT NEGOTIATIONS/TIMELINE UPDATE	5:05
III.	BOARD CONSIDERATION OF POTENTIAL MUTUAL AID WITH TOWN OF WELLS FOR STREET LIGHT MAINTENANCE	5:25
IV.	BOARD DISCUSSION OF CAPITAL MAINTENANCE PLAN OUTLINE	5:40
V.	BOARD DISCUSSION OF PERSONAL VEHICLE REPLACEMENT OUTLINE	6:00
VI.	BOARD DISCUSSION OF COMMERCIAL VEHICLE REPLACEMENT OUTLINE	6:15
VII.	GENERAL MANAGER'S REPORT	6:30
	a. ASPLUNDH 2020 TREE TRIMMING SCHEDULE	
	b. 2020 MEETING DATES REVIEW	
	c. 1983 BOND PAYOFF INFORMATION TO BOARD	
	d. GM ATTENDING NEXTERA PUBLIC POWER SUMMIT 2/2/2020-2/6/2020	
	e. 2019 DISTRICT ACCOMPLISHMENTS REVIEW	
	f. BOARD CONSIDERATION OF AMENDMENT TO BYLAWS TO RETURN TO PRE-1986 LOGO	
VIII.	PUBLIC COMMENT PERIOD (LIMITED TO 15 MINUTES TOTAL)	6:45
IX.	EXECUTIVE SESSION PURSUANT TO 1 MRSA 405.6 (E) TO DISCUSS A PERSONNEL MATTER (GM ANNUAL REVIEW)	7:00
X.	NEXT MEETINGS: FEBRUARY 25, 2020, MARCH 31, 2020	6:35
XI.	BOARD RECOMMENDATION FOR AGENDA ITEMS FOR NEXT MEETING	6:40
XII.	ADJOURN	6:45

EXECUTION VERSION

LOWER MOUSAM HYDROPOWER PROJECT AGREEMENT

between

**KENNEBUNK LIGHT AND POWER DISTRICT
as DISTRICT**

and

**AMERICA FIRST HYDRO LLC
as DEVELOPER**

Dated as of _____

EXECUTION VERSION

LOWER MOUSAM HYDROPOWER PROJECT AGREEMENT

This LOWER MOUSAM HYDROPOWER PROJECT AGREEMENT (“**Agreement**”), dated and effective as of _____ (the “**Effective Date**”), is entered into by and between the Kennebunk Light and Power District, a quasi-municipal electrical utility serving portions of the towns of Kennebunk, Arundel, Lyman and Wells which has an address of 4 Factory Pasture Lane, Kennebunk, ME 04043, acting herein by Todd Shea, General Manager, duly authorized (hereinafter referred to as the “**District**”), and America First Hydro LLC, a Delaware limited liability company which has an address of _____, acting herein by _____, duly authorized (hereinafter referred to as “**Developer**”). District and Developer are each referred to in this Agreement as a “**Party**” and collectively as the “**Parties**.”

RECITALS:

WHEREAS, District possesses certain rights to construct, operate, and maintain the hydroelectric project licensed by the Federal Energy Regulatory Commission (the “**Commission**”) as the Lower Mousam Project No. 5362 (the “**Project**”) and certain properties, rights and assets necessary and useful to the construction, operation, and maintenance of the Project;

WHEREAS, on the terms and subject to the conditions set forth in this Agreement, District desires to transfer and assign to Developer, and Developer desires to acquire and assume from District certain rights, assets and liabilities respecting the Project, all as set forth herein;

NOW, THEREFORE, in consideration of the foregoing and the representations, warranties, covenants and agreements hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

ARTICLE I

APPLICATION FOR COMMISSION APPROVAL TO TRANSFER PROJECT LICENSE FROM DISTRICT TO DEVELOPER

Section 1.1. The Parties agree, on the terms and subject to the conditions set forth in this Agreement, to jointly petition the Commission pursuant to Section 8 of the Federal Power Act and Part 9 and Section 131.20 of the Commission’s regulations for approval to transfer the license for the Project (the “**License**”) from District to Developer or an affiliate of Developer (the “**License Transfer Application**”) within one month of the Effective Date.

Section 1.2. Prior to the issuance of a final order by the Commission approving the proposed transfer of the License from the District to Developer, in the event that Developer breaches this Agreement or becomes insolvent or bankrupt or dissolves, the District may withdraw the License Transfer Application.

EXECUTION VERSION

ARTICLE II

TRANSFER FOLLOWING COMMISSION APPROVAL OF LICENSE TRANSFER; POWER PURCHASE AGREEMENT

Section 2.1. Following the issuance of a final order by the Commission approving the proposed transfer of the License from the District to Developer or an affiliate of Developer (the “Transfer Approval”), the Parties agree to negotiate in good faith the instruments of conveyance necessary to effectuate the transfer of the License and associated Project property to Developer or an affiliate of Developer, on an “as-is, where-is” basis, with no warranties, for monetary consideration of \$1 paid by Developer to the District, and to consummate the transfer within 60 days from the date of the Transfer Approval.

Section 2.2. Conditioned on transfer of the License and the Project property to Developer or an affiliate of Developer (the “Transferee”), the Parties agree to negotiate in good faith and enter into a power purchase agreement including the following essential terms:

- (i) For a term of 20 years, the District will purchase from the Transferee the Project’s electrical energy output that is delivered to the District’s transmission and distribution system at a rate of \$0.08735 per kilowatt-hour (\$/kWh);
- (ii) The District will not pay the Transferee any amount for electricity not produced by the Project; and
- (iii) The Transferee will be responsible for the cost and performance of any electrical work or infrastructure necessary to deliver the Project’s electrical output to the District’s transmission and distribution system.

ARTICLE III

DEVELOPER ACTIVITIES FOLLOWING LICENSE TRANSFER

Section 3.1. Developer agrees that following consummation of any transfer of the License from the District to Developer, Developer shall comply with all compliance obligations under the License, the Federal Power Act, the Commission’s regulations, and any and all applicable Laws. For purposes of this Agreement, “Laws” includes any laws, orders, and any binding administrative or judicial interpretations thereof (including any binding agreement with any federal, state, local, municipal or foreign government or political subdivision thereof, or any agency or instrumentality of such government or political subdivision, or any self-regulated organization or other non-governmental regulatory authority or quasi-governmental authority (to the extent that the rules, regulations or orders of such organization or authority have the force of law), or any arbitrator).

Section 3.2. After any transfer of the License to Developer, until at least three years following the Effective Date, Developer agrees that except as provided in Section 3.3 of this Agreement, Developer will not:

- (a) apply to the Commission for a subsequent transfer of the License to any entity;
- (b) support any application to the Commission for transfer of the License;
- (c) enter into any agreement to transfer the License or Project property to any entity other than the District, without first obtaining the District’s written consent thereto.

EXECUTION VERSION

Section 3.3. In the event that Developer breaches this Agreement within three years following the Effective Date, Developer shall seek and secure Commission approval to transfer the License and Developer's interests in the Project to an entity other than the Developer. In such event, Developer shall use its best efforts to cooperate with the District to effectuate the License transfer to such other entity.

Section 3.4. After any transfer of the License to Developer, Developer shall indemnify, defend and hold harmless the District and its employees, public officials, agents, and representatives (collectively, the "District Indemnified Parties") from and against any and all Losses suffered by the District Indemnified Parties arising out of work, services or actions of the Developer and its agents, contractors, and subcontractors, including, but not limited to:

- (a) Any breach of any representation or warranty of Developer contained in this Agreement;
- (b) Any breach of any covenant or agreement of Developer contained in this Agreement;
- (c) Any of the FERC Obligations or any Laws; or
- (d) Ownership, construction, operation or maintenance of the Project.

For purposes of this Agreement, "Losses" means any and all judgments, losses, liabilities, amounts paid in settlement, damages, fines, penalties, deficiencies, costs, taxes, obligations and expenses (including interest, court costs and reasonable fees of attorneys, accountants and other experts).

ARTICLE IV

TERMINATION

Section 4.1. This Agreement may be terminated at any time as follows:

- (a) by the District if the Transfer Approval has not been obtained within 18 months after the Effective Date;
- (b) by the District, without any liability to Developer, in the event that Developer breaches any provision of this Agreement;
- (c) by either Party, by written notice to the other Party, if there shall be in effect any law or final, non-appealable Order restraining, enjoining or otherwise prohibiting or making illegal the consummation of the transactions contemplated by this Agreement; or
- (d) by mutual written agreement of the Parties.

ARTICLE V

MISCELLANEOUS

Section 5.1. This Agreement constitutes, as a complete and final integration thereof, the sole and entire agreement of the Parties with respect to the subject matter hereof, and

EXECUTION VERSION

supersede all prior and contemporaneous agreements, understandings or representations, both written and oral, between the Parties with respect to such subject matter.

Section 5.2. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be valid, binding and enforceable under applicable law. If any provision of this Agreement is held to be illegal, invalid or unenforceable under any present or future Law, and if the rights and obligations of any Party will not be materially and adversely affected thereby, (a) such provision will be fully severable, (b) this Agreement will be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part hereof, (c) the remaining provisions of this Agreement will remain in full force and effect and will not be affected by the illegal, invalid or unenforceable provision or by its severance herefrom and (d) in lieu of such illegal, invalid or unenforceable provision, there will be added automatically as a part of this Agreement a legal, valid and enforceable provision as similar in terms of such illegal, invalid or unenforceable provision as may be possible.

Section 5.3. This Agreement shall be binding upon and inure to the benefit of the Parties named herein and their respective successors and permitted assigns. No Party may assign either this Agreement or the Related Agreements or any of its rights, interests, or obligations hereunder or thereunder without the prior written consent of the other Party.

Section 5.4. The terms and provisions of this Agreement are intended solely for the benefit of the Parties hereto, their respective successors and permitted assigns, and any Person benefitting from the indemnities, releases or limitations of liability provided herein, and nothing herein, express or implied, is intended to or shall confer upon any other Person (including any employee, any beneficiary or dependents thereof, or any collective bargaining representative thereof) any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

Section 5.5. Nothing in this Agreement creates or is intended to create an association, trust, partnership, joint venture or other entity or similar legal relationship between the Parties, or impose a trust, partnership or fiduciary duty, obligation or liability on or with respect to either Party. Except as expressly provided herein, neither Party is or shall act as or be the agent or representative of the other Party.

Section 5.6. This Agreement may not be amended, modified or supplemented except by an agreement in writing signed by each Party hereto. No waiver by any Party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the Party so waiving. No waiver by any Party shall operate or be construed as a waiver in respect of any failure, breach or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after such written waiver. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

Section 5.7. This Agreement shall be governed by and construed in accordance with the internal laws of the state of Maine without giving effect to any choice or conflict of law provision or rule (whether of the state of Maine or any other jurisdiction) that would cause the application of laws of any jurisdiction other than those of the state of Maine, except to the extent

EXECUTION VERSION

that certain matters are pre-empted by federal law or are governed by the law of the jurisdiction of organization of any Party or other person referred to herein.

Section 5.8. Prior to instituting any litigation or dispute resolution mechanism relating to this Agreement, each of the Parties will attempt in good faith to resolve any dispute or claim promptly by referring any such matter to their respective senior executives for resolution. Either Party may give the other Party written notice of any dispute or claim. Within ten (10) days after delivery of said notice, the executives will meet at a mutually acceptable time and place, and thereafter as often as they reasonably deem necessary to exchange information and to attempt to resolve the dispute or claim within thirty (30) days.

Section 5.9. ANY ACTION, SUIT OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT, THE RELATED AGREEMENTS OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY SHALL BE INSTITUTED IN THE FEDERAL OR STATE COURTS LOCATED IN THE STATE OF MAINE IN ACCORDANCE WITH THE PROVISIONS OF THIS SECTION 5.9. EACH PARTY IRREVOCABLY AND UNCONDITIONALLY CONSENTS HEREBY TO SUBMIT TO THE EXCLUSIVE JURISDICTION OF COURTS OF THE STATE OF MAINE OR THE UNITED STATES DISTRICT COURT FOR THE DISTRICT OF MAINE FOR ANY SUCH ACTION, SUIT OR PROCEEDING, AND HEREBY FURTHER IRREVOCABLY AND UNCONDITIONALLY WAIVES AND AGREES NOT TO PLEAD IN ANY SUCH COURT THAT ANY SUCH ACTION, SUIT, OR PROCEEDING BROUGHT IN ANY SUCH COURT HAS BEEN BROUGHT IN AN INCONVENIENT FORUM. SERVICE OF PROCESS, SUMMONS, NOTICE OR OTHER DOCUMENT BY MAIL TO SUCH PARTY'S ADDRESS SET FORTH HEREIN SHALL BE EFFECTIVE SERVICE OF PROCESS FOR ANY ACTION, SUIT OR OTHER PROCEEDING BROUGHT IN ANY SUCH COURT.

Section 5.10. EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS AGREEMENT OR THE RELATED AGREEMENTS IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES AND, THEREFORE, EACH SUCH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LEGAL ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY.

Section 5.11. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail, PDF or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

[SIGNATURE PAGE FOLLOWS]

EXECUTION VERSION

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed as of the date first written above.

DISTRICT:

KENNEBUNK LIGHT AND POWER DISTRICT

Name:

Title:

DEVELOPER:

AMERICA FIRST HYDRO LLC

Signed in the Presence of:

Witness:

By: _____

Name:

Title:

EXECUTION VERSION

TERM SHEET

January 3, 2020

This document presents the essential terms and conditions upon which the Kennebunk Light and Power District (the "District") and America First Hydro LLC (the "Company") agree to enter into a definitive agreement within 14 business days from the date this Term Sheet is fully executed by both parties.

Petition to Transfer the District's Hydropower License to the Company	Within one month from executing a definitive agreement, the District and the Company will jointly petition the Federal Energy Regulatory Commission (the "Commission") for authorization to transfer the District's hydropower license (the "License") for the Lower Mousam Hydroelectric Project (P-5362) (the "Project") from the District to the Company, or an entity affiliated with the Company.
Conditions for Transfer of License	Any transfer of the License from the District to the Company is subject to the satisfaction or waiver by the District of the following conditions: <ul style="list-style-type: none">(a) The issuance of a final order of the Commission authorizing the transfer of the License; and(b) Such other reasonable conditions as the District may require.
Transfer of License Following Commission Approval and Satisfaction of Conditions	Within 60 days from the later of the (i) issuance of a final order of the Commission authorizing the transfer of the License and (ii) satisfaction of all other conditions, the Company will consummate the transfer and will become the licensee.
Transfer of Project Property	Concurrent with the License transfer and upon the satisfaction of all of the District's conditions, the District will convey the project property to the Company, on an "as-is, where-is" basis, with no warranties, for monetary consideration to be mutually agreed upon by the parties.
Compliance with Laws	Each of the District and the Company acknowledges that to the best of its knowledge, as of the execution of this Term Sheet, and subject to the record in FERC Docket No. P-5362, the Project is in material compliance with the terms and conditions of the License. The Company agrees that following consummation of any transfer of the License from the District to the Company, the Company shall fulfill all compliance obligations under the License, the Federal Power Act, the Commission's regulations, and any and all applicable Laws. "Laws" includes any laws, orders, and any binding administrative or judicial interpretations thereof (including any binding agreement with any federal, state, local, municipal or foreign

EXECUTION VERSION

instrumentality of such government or political subdivision, or any self-regulated organization or other non-governmental regulatory authority or quasi-governmental authority (to the extent that the rules, regulations or orders of such organization or authority have the force of law), or any arbitrator).

Indemnification

The Company shall indemnify, defend and hold harmless the District and its employees, public officials, agents, and representatives (collectively, the "District Indemnified Parties") from and against any and all Losses suffered by the District Indemnified Parties arising out of work, services or actions of the Company and its agents, contractors, and subcontractors, including, but not limited to:

- (a) Any breach of any representation, warranty, covenant or agreement of Company;
- (b) Ownership, construction, operation or maintenance of the Project; or
- (c) Any action or inaction related to (i) compliance obligations under the License, the Federal Power Act, and the Commission's regulations or (ii) any other federal, state, or local Laws respecting the Project.

"Losses" means any and all judgments, losses, liabilities, amounts paid in settlement, damages, fines, penalties, deficiencies, costs, taxes, obligations and expenses (including interest, court costs and reasonable fees of attorneys, accountants and other experts).

Power Purchase Agreement

Following transfer of the License and the Project property, for a term of (i) 20 years the District will purchase from the Company the Project's electrical energy output that is delivered to the District's transmission and distribution system at a rate of \$0.08735 per kilowatt-hour (\$/kWh). The District will not pay the Company any amount for electricity not produced by the Project. The Company will be responsible for any electrical work or infrastructure necessary to deliver the Project's electrical output to the District's transmission and distribution system.

Project Operations

The Company will continue to operate the Project in accordance with State and Federal licenses.

Project and License Retention

After any transfer of the License to the Company, for a period of 3 years, the Company shall not, without the prior written consent of the District, which shall not be unreasonably withheld, conditioned or delayed, sell, transfer or assign this PPA or any interest herein to a non-affiliate of the Company.

EXECUTION VERSION

SEEN AND AGREED:



KENNEBUNK LIGHT AND POWER DISTRICT

1/3/2020
DATED

Jan Clark

AMERICA FIRST HYDRO LLC

1/3/2020
DATED

**KLPD 2019-2024 PASSENGER VEHICLE REPLACEMENT
SCHEDULE
1/28/2020**

General Foreman Truck (2019), \$26,000 with trade in of old Tundra. Necessary replacement of current Tundra (2007, 185,000 miles) which is beyond its useful life to the District due to rust, mechanical and hands free compatibility issues. Replaced with leftover 2019 Tundra. Plow and headgear will transfer over to new truck. Anticipated 10 year useful life. **This purchase has been completed. Plow equipped.**

Crew Call Truck (2020), \$35,000 (considering trade in) estimated cost in 2020. This vehicle is used by the stand by line worker when on call. Current vehicle is a 2014 GMC long bed pickup with 116,183 miles. Four wheel drive pickup a requirement. Anticipated useful life 6 years on replacement. Not plow equipped.

Maintenance Truck (2021), \$40,000 estimated cost in 2020. $\frac{3}{4}$ ton (possibly replaced with 1 ton) work horse for the District. Current vehicle is a 2011 GMC long bed pickup with 110,117 miles. This vehicle plows the yard (for less than contracting services out), substations and dams. Also carries all of the heavy loads that need to be carried that cannot be loaded on bucket or digger trucks. Anticipated 10 year useful life on replacement. May retain current $\frac{3}{4}$ ton pending cost of replacement.

ESM/Scouting Vehicle (2022), \$40,000 (considering trade in) estimated cost in 2022. General utility vehicle for District. Current vehicle is a 2010 Honda Pilot with 81,588 miles. Anticipated useful life is an additional 5 years. Anticipated 10 year useful life on replacement.

Meter/Additional crew use vehicle, (2024), \$40,000 estimate cost in 2024. Current meter vehicle is a 2010 Toyota Highlander with 84,000 miles (former GM vehicle). Anticipated useful life is an additional 5 years. Anticipated 10 year useful life on replacement.

Passenger vehicle replacement beyond 2024, assuming normal vehicle wear:

2026 Crew Call Truck

2029 General Foreman Vehicle

2031 Maintenance Truck

2032 ESM/Scouting Vehicle

2034 Meter/Additional Crew Use Vehicle

Kennebunk Light & Power District

A CONSUMER OWNED UTILITY SINCE 1893

Kennebunk Light and Power 2020 Utility Line Maintenance Notification

Notice is hereby provided to residents of Kennebunk that Kennebunk Light and Power District will be performing utility maintenance (tree) trimming in the following areas, beginning in January of 2020:

- **High Street from York Street to Harrisecket Road including all side roads, with the exception of Cat Mousam Road.**
- **York Street (US Route 1 South) beginning at Brown Street, including all side roads.**
- **Brown Street and all side roads up to and including Dwight Lane.**
- **Water Street, Factory Pasture Lane, Winter Street, Park and Elm Street.**
- **Summer Street from US Route 1 up to and including Port Road, including all side roads.**
- **Sea Road to Penfield Drive, including all side roads.**

KLDP contracts with Asplundh Tree Services to perform this work. In the next few weeks Asplundh personnel will begin the process of in person notification. Door tags will be hung on properties where no one is contacted. KLDP customers are encouraged to contact Asplundh at the number listed on the door tag with any questions.

KLDP performs maintenance trimming to increase the safety of our lineworkers and improve system reliability for our customers. Thank you for your attention to this matter.

Todd Shea



General Manager
Kennebunk Light and Power District

2020 KLPD MEETING DATES FOR BOARD REVIEW
1/28/2020

January 28, 2020

February 25, 2020

March 31, 2020

April 28, 2020

May 26, 2020

June 30, 2020

July 28, 2020

August 25, 2020

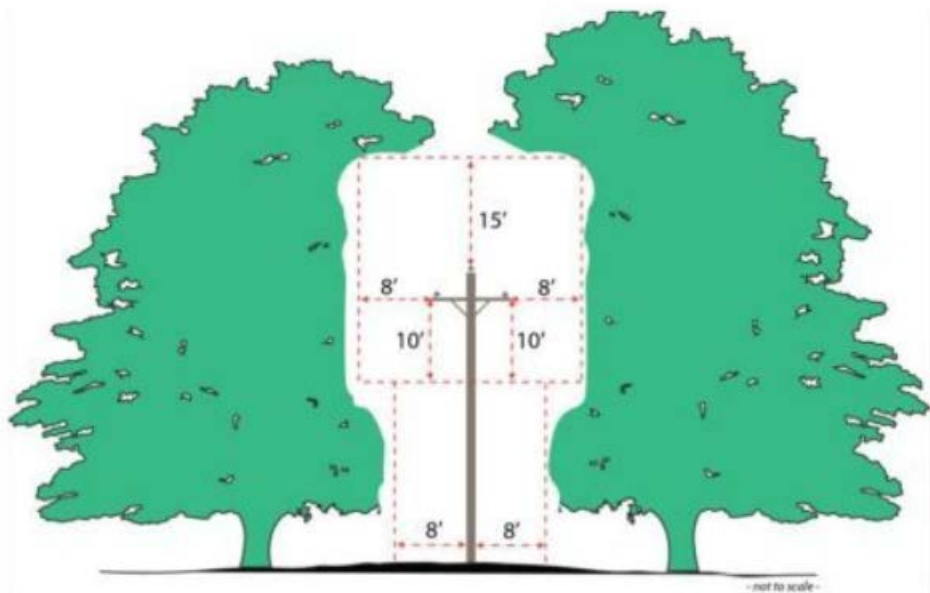
September 29, 2020

October 27, 2020

November 24, 2020

December 29, 2020

Figure 1. Current Clearance Specification



**2019 KLPD DISTRICT WIDE GOALS
AS APPROVED BY TRUSTEES 4/30/19,
1/28/2020 UPDATE**

- **SUBSTATION AND LOAD SHIFTING**
 - **ROSS ROAD PROJECT COMPLETION ANTICIPATED FALL 2019.**
COMPLETED NOVEMBER 2020
 - **MILL STREET RECONDUCTOR PROJECT PRELIMINARY WORK BEING COMPILED NOW. PENDING TOTAL PROJECT COST FOR ROSS ROAD, MILL STREET OUT FOR BID EARLY FALL.**
MOVED TO 2021 DUE TO PRIORITIZATION OF WATER STREET SUB. MILL STREET ASSESSMENT AND PLANNING COMPLETE
 - **CONTINUED CIRCUIT CONSOLIDATION TO REDUCE CIRCUITS AND LOAD AT WATER STREET SUBSTATION.**
PROGRESS BEING MADE ON CIRCUIT CONSOLIDATION.
 - **WATER STREET SUBSTATION PROJECT DEFINED AND PROPOSED FOR BID SPRING/SUMMER 2021.**
CONTINUING REFINEMENT. RESILIENCY/SAFETY IMPROVEMENTS PLANNED FOR 2020.

- **FULL REQUIREMENTS SERVICE CONTRACT**
 - **ISSUE RFP FOR FULL REQUIREMENTS SERVICE CONTRACT.**
Procured 70% of load for 2021-2025 through NextEra on 7/30/19. CONTINUED MARKET RESEARCH ON BALANCE OF LOAD.
 - **SECURE SUPPLIER FOR KLPD LOAD BEYOND 12/31/20.** See above.
Additional 30% of load being assessed.
 - **ADDITIONAL SERVICES TO BE INCLUDED: LONG TERM PLANNING, STRATEGIC PLANNING ASSISTANCE, LOAD REDUCTION, COST SAVINGS.**

- **PRESENT VEHICLE REPLACEMENT AND CAPITAL PLAN TO BOARD OF TRUSTEES FOR CONSIDERATION IN LATE 2019.** Passenger vehicle replacement in Drop Box. Commercial vehicle and capital improvement plan outlines to Board 1/28/2020.

- **PARKING LOT RESURFACING PLAN TO BOARD FOR POTENTIAL 2020 PROJECT.** Ongoing discussion.

- **CONTINUE TO RESPOSIBLY INCREASE KLPD RESERVES, IMPROVE BOND RATING FOR FUTURE ISSUANCE AND WORK TO REDUCE ENERGY RATE TO CUSTOMERS.** Ongoing. BOND RATING INCREASE 2019.

- **CONTINUE TO FOCUS ON RUNNING HYDRO ASSETS. TERM SHEET SIGNED. CONTRACT DRAFTS BEING NEGOTIATED AS OF 1/23/2020.**
- **CONTINUE TO UPGRADE KLPD ASSETS FOR IMPROVED RESILIENCY.**
Ongoing. PROGRESS BEING MADE.
- **IMPLEMENT CORSON GIS WORX SOFTWARE FOR ASSET VALUES, USEFUL LIFE, FOCUSING ON DEPRECIATION AND INVENTORY ACCURACIES.** Ongoing.
- **FOSTER COLLABORATION WITH TOWN OF KENNEBUNK REGARDING POTENTIAL FIBER OPTIC SERVICES.** Next meeting 1/30/2020 for discussion with consultant Brian Lippert to define and map available telecommunications assets in Kennebunk.

ARTICLE X
Seal

The seal of this District shall be an impression seal in the form of a circle with the words "Kennebunk Light and Power District" near the periphery at the top and "1893-1951" near the periphery at the bottom, having embossed in the center of the figure of the Lafayette Elm and under it the word "Maine".