

Sustainability & Transportation Committee Agenda

February 12, 2025 at 5:00 PM



MEMBERS
Councilor Regina Phillips, Chair
Councilor Pious Ali, At-Large
Councilor Anna Bullett, District 4

The Sustainability and Transportation Committee will conduct this meeting remotely via Zoom. Allow your computer to install the free Zoom app to get the best meeting experience. If you are not able to attend live either in person or via Zoom, a recording will be available in the [Agenda Center](#) following the meeting.

For public comment via Zoom, you will need to use the "raise your hand" feature. To raise your hand via the telephone, please hit *9. You will be unmuted by the host when it is time for public comment.

<https://portlandmaine-gov.zoom.us/j/89952567500?pwd=zLf7HunTyswwcokWAwAIXBHcv0WNXl.1>

1. Review and approve minutes from January 8, 2025
 - a. Minutes from January 8, 2025
2. Sustainability and Transportation Program Updates
 - a. Transportation Updates
 - b. Sustainability Updates
3. Presentation and Discussion
 - a. Vision Zero
Presenters: GPCOG Staff
No Public Comment Will Be Taken
 - i. Portland Downtown Public Comment on Vision Zero

- b. Appropriation of Funds to Support the Battery Storage Project at the Portland Jetport
Presenter: Paul Bradbury, Jetport Director
Public comment will be taken
- c. Amendments to Chapter 34, Landcare
Presenter: Troy Moon, Sustainability Director
Public Comment Will Be Taken
- d. Proposed 2025 Workplan
No public comment will be taken

4. Other Business

CITY OF PORTLAND, MAINE
Committee on Sustainability and Transportation
Councilor Regina Phillips (D3), Chair
Councilor Pious Ali (At-Large)
Councilor Anna Bullett (D4)

Draft Minutes January 8, 2025

Members Present: Councilor Phillips, Councilor Bullett, Councilor Sykes, Councilor Pelletier
Staff Present: Troy Moon, Katie Tims, Mike Murray, Kevin Kraft, Greg Jordan

Meeting was called to order.

November 13 Minutes

The November 13, 2024, meeting minutes were approved unanimously.

Sustainability Updates

- Sustainability Director Troy Moon provided the update that Erin Ferrel left. Erin did tremendous work contributing to all of the office's initiatives, especially in building the effectiveness and compliance with the Energy Benchmarking Program. The Sustainability Office is in process of recruiting her replacement; conducting interviews now
- Council has approved the grant to support the development of a fleet electrification strategy; Sustainability Office awaits information from the Department of Energy, which they expect to receive later in Spring 2025.
- Katie Tims, Sustainability Associate, reported on the DIY Electrify Everything! Program: that ended December 31, 2024.
 - 73% of individuals who participated were renters
- Staff supported a fourth community garden rebuild event on December 7, 2024, in the Boyd Street Community Garden. Over 60 volunteers attended the event, despite the cold. With the help of city staff, Cultivating Community, and Fresh Food Gardens, the entire community garden has been transitioned into raised bed garden plots.
- Sustainability Office has a few community events with Baxter Academy and Coffee & Climate.

Committee Goal Setting and Work Plan Development

Councilor Phillips began discussing the goals, starting with Diversity and Inclusion. Councilor Phillips notes it has been a goal for several years to expand diversity, equity, and inclusion practices. There is an interim Justice, Diversity, Equity, and Inclusion director, and hope to see someone permanently in that position.

Councilor Phillips notes that part of this is Housing and affordability: not just housing, but also our unhoused residents, and notes that Councillor Sykes in the Housing and Economic Development Committee has put forward something to look at social housing. The other goal is the work done in S&T to look at One Climate Future. Instead of looking at different things and picking out different things, the goal is to look at One Climate Future as a whole. Another council goal is public engagement. It is very important to hear from residents on how the council does its work. The council is looking at creating an Office of Community Engagement. Councilor Ali has been championing this idea for several years. Moving into the goals for the Sustainability and Transportation Committee, Councilor Phillips turned it over to Director Troy Moon to give an overview of what 2025 looks like.

Sustainability and Transportation Committee 2025 Overview

Presented by Troy Moon, Greg Jordan, and Kevin Kraft

Troy Moon stated that in the package, there is an overview of the policies from OCF that the council has worked on and some that still need to be worked on. There is a color-coded list of policies labeled green, which the council has already adopted ordinance to implement. Policies labeled yellow are adopted and in progress of being implemented. Policies labeled magenta are still pending.

Many elements from One Climate Future's land use policy were part of Recode. The incorporation of the climate coastal resilience overlay zone overlay into the language of Recode, the low-impact development ordinance, as well as elements in the technical manual addressing stormwater management, heat mitigation, and heat resilience. Recode was a great step forward for implementing things.

There are still a bunch of other things being worked on. Energy Benchmarking is one of those. CMP is unable to provide the data for multi-tenant buildings. Continuing to engage with CMP to provide the whole-building aggregated data, which would open the door for rental housing, as well as performance standards for commercial buildings. Will keep working with CMP to move that forward. The organic recycling requirements for the business community on institutional recycling. Adopting a C&D ordinance would be a major undertaking. It is work they want to do, but maybe not right now. There is also work on adopting sustainable purchasing policies.

Greg Jordan mentioned that One Climate Future does include some elements that have been talked about for some time now, including creating a vision zero plan for the city. GPCOG has created a plan that they could sign onto. OCF also suggests updating the Complete Streets policy. It has been effective for 10-12 years, but it is time to see if an expanded policy or an ordinance is needed.

Opportunity for developing a comprehensive transportation plan for the city. The planning department has submitted the project through the CIP process, and subject to council approval. It is an opportunity to figure out what the vision is for transportation and mobility across the city. Would help prioritize and sequence and improve transportation and mobility projects over the next twenty years. If it does get funded and the council does want to advance that, it probably

makes sense to work on Vision Zero first, do the Complete Streets work in advance of CTP, because those would be good guiding documents moving forward.

Kevin Kraft notes that they received the Reconnecting Communities Grant received for Franklin Street.

Troy Moon mentions that building on what was discussed in the November meeting and Council's goal to discuss sea level rise on Commercial Street, might take up developing a policy statement on the City's sea level rise adaptation strategy, which would be included in the resilience plan that is currently being developed. The port tariff has been of much discussion in the past, particularly in relation to cruise ships and a variety of other port operations. The tariff could be increased. The committee could come up with a set of initiatives that the city would like to accomplish. There have been a number of approaches to deal with dust from the coal storage facility on Cassidy Point. Members of the committee and residents have been concerned.

Councilor Comments on Goal Setting and Work Plan Development for 2025

Councilor Phillips opened it up to Councilor Bullet for any priorities she would like to add, and any visiting councilors who would like to add any priorities.

Councilor Bullet notes that tariffs and port operations were on her list. Councilor Bullet asks Director Kraft if the grant and plan for Franklin Street is something they would get a consultant to do. *Kevin Kraft responds that yes, it is.*

Councilor Bullet noted one overarching thing that would be helpful- instead of just putting things into One Climate Future, also putting the committee's work in context with Maine Won't Wait. Would like to do that as a committee. Councilor Bullett lists Strategy A, about transportation, and Strategy C, about the power grid and transitioning to clean energy, Strategy F, about resiliency, are the areas of Maine Won't Wait that align. Back to transportation, she was hoping to add a feasibility study and pilot program of a traffic camera program. State law and data privacy concerns will be barriers, but for pedestrians and people-powered wheels (bikes, strollers, wheelchairs), this is important for safety. Wonders if there is a scaled-down version of shore power for smaller vessels. Thinking about our TOD zones are also sustainable, have green space built in, making sure that as business develops there, public transportation is safe and easy-to-use; thinking about how to invest in TOD projects around transit.

Councilor Phillips notes that the committee really only has a year; cannot do everything. They want to hear everybody's suggestions, but some things might have to go on the 2026 list. The committee will try its hardest to do everything it can in the timeframe it has.

Councilor Pelletier states that he is a strong proponent of tariffs on cruise ships. He notes he is on the Finance Committee and would be happy to help work on that; it is a revenue source that would help to get all of these goals done. He notes it is worth looking at requiring electric hookups for all new residential developments. It's not as expensive as one might think. He is in

support of Vision Zero, and as part of that, revising our technical guide for our transportation and roads would let us ensure our bike lanes are uniform, make sure cyclists aren't getting ignored. People in the community want to be engaged in this and people want to be engaged and build what our streets can look like. He is interested in traffic-calming measures and working with Portland Trails.

Councilor Phillips recommended Councilor Pelletier connect with Councilor Ali about electric hookups. We need to talk about Vision Zero, it is on our list, and maybe we'll get into some of the other things you suggested. We're getting a pretty lengthy list at this point. We want to do it as much as we can. I know we have a meeting set up with the Portland Bicycle and Pedestrian Advisory Committee, want to hear from them as well. Turned it over to Councilor Sykes

Councilor Sykes notes that she agrees with what the other councilors have said. Vision Zero is very high on her list of priorities and she is happy to do any legwork behind the scenes. She supports tariffs and thinks that would be a fairly easy thing to do on the budget process. Councilor Sykes also supports investigating traffic cameras, and also has trepidation around privacy. The one thing she wanted to add, which is not a topic for this year, but community choice energy aggregation is a way for cities to opt out of the default energy package we get through the state, form our own brokerage, get cheaper energy, lots of things you can do with the money saved. It is a climate action that really helps working-class people at the same time. Getting the residents of Portland a 30% decrease on their energy bill would be very popular. *Troy Moon notes that there is a bill introduced in the state legislature that Councilor Sykes might want to follow.*

Public Comment on Goal-Setting for 2025

Four constituents spoke. Two constituents mentioned cruise ships, one of whom favored a higher tariff on them, one who mentioned supporting efforts to quantify and get more information on the impacts they have on the harbor and how to better regulate those. Two constituents suggested creating a separate Complete Streets Committee, to take some of the burden from the Sustainability and Transportation Committee and increase public engagement. One constituent was in favor of Vision Zero being adopted before a comprehensive transportation plan begins, as well as exploring more traffic-calming strategies. One constituent spoke in favor of traffic cameras. One citizen suggested developing a recovery plan to get back to 2030 greenhouse gas reduction goals in One Climate Future and putting pressure on CMP. One constituent mentioned increasing bike safety for cyclists, investigating bike theft, and getting recovered bikes back to original owners.

Further Discussion on Goal Setting

Councilor Phillips called for public comment again. No one else spoke. Councilor Phillips closed public comment. She asked staff to collate the priorities discussed during the meeting for final discussion at the next meeting.

Motion to Adjournment

The motion was moved by Councilor Bullett, and seconded by Councilor Phillips
The motion was accepted unanimously.

Meeting Adjourned



To: Sustainability and Transportation Committee
Regina Phillips, Chair

MEETING DATE

February 12, 2025

AGENDA ITEM

Agenda Item 2 – Transportation Updates

PURPOSE

Staff update on the current status of major transportation projects.

COMMITTEE WORK PLAN/CITY COUNCIL GOAL ALIGNMENT

These projects have been stated as an important topic and goal by the Sustainability and Transportation Committee.

Projects:

Franklin Street Transportation & Land Concept

Project Description:

The Reimagine Franklin Street project aims to transform the corridor into a more urban, pedestrian-friendly downtown street that supports mixed-use development, restores neighborhood connectivity, and incorporates state-of-the-art active transportation facilities. The project will also integrate stormwater and sewer infrastructure upgrades to enhance sustainability and resilience.

Cost and Funding:

\$300,000 for EPS “planning phase”, split equally between the City and MaineDOT. Estimated construction cost is over \$26M.

Status and Next Steps:

A RFP for consultant services was issued by the City in August 2024 with responses due mid-September. The City has since selected a consultant to lead the final planning phase, set to begin in February.

In January, the City and MaineDOT were awarded \$2 million in federal funding from the U.S. Department of Transportation’s Reconnecting Communities Pilot Program to support the first phase of design for the Reimagine Franklin Street project, following the completion of the current EPS planning phase. This federal funding will be matched by the City and MaineDOT, with each contributing \$250,000.

Libbytown Safety and Accessibility Project

Project Description:

Reconstruction of Congress St./Park Ave. between I-295 and St. John St. Establishes two-way traffic on one-way streets; includes a roundabout near former Denny’s location, separated bike lanes, signal improvements, and streetscape enhancements (lighting, furniture, plantings).

Cost and Funding:

Project estimated cost was \$28 million (\$25M construction; \$3M engineering). MaineDOT and City received \$22.4M in federal funding (Reconnecting Communities-Neighborhoods Grant Program). MaineDOT and the City are sharing equally the 20% local match of \$4.48M (\$2.24M each). Project estimates are still preliminary and additional funding may be needed.

Status and Next Steps:

Staff awaiting draft Horizontal and Vertical Alignment Complete (HVAC) in February 2025; Preliminary Design Review (PDR) to be completed in 2025; final design in 2026. Grant funding requires construction by 2027.

City Priorities & Concerns:

- Project management: scope, schedule, and budget.
- Goals for climate resiliency, urban design and water quality compliance.
- Protected intersections for cyclists and pedestrians at St. Johns at Congress and Park.

Brighton Avenue: Rosemont Corner Intersection Improvements

Project Description:

Intersection improvements at the five-way Rosemont Corner intersection. Intersection will either be a revised traffic signal intersection or a roundabout design.

Cost and Funding:

Funding is currently available for the feasibility study and for 50% design (PDR). Construction cost is to be determined as part of the alternatives selection process and

preliminary design. The PACTS Transportation Improvement Program (TIP) has allocated \$2 million for construction of the Brighton Ave Multi-Modal Project; that project has been placed on hold and funding approved for the construction of the Rosemont Corner improvements.

Status and Next Steps:

The study began in July 2024 with the alternative analysis and preferred alternative to be completed in 2025. The project would then proceed to PDR.

Forest Avenue: Morrill's Corner (Smart Corridor Study: Phase II)

Project Description:

Redesign of Forest Avenue and the three intersections from Warren Avenue to Stevens Avenue to improve safety and enhance predictability of operations. Redesign will focus on enhanced streetscape, active transportation facilities, and access management/turning movement restrictions at key locations, including Bishop Street.

Cost and Funding:

No current estimate, but costs are expected to exceed \$10M. MaineDOT has identified either a RAISE or CDS grant as funding options. Local/state match percentage will be determined.

Status and Next Steps:

The City and MaineDOT are working toward completing PDR in late 2025.

City Priorities & Concerns:

- Priority level determination
- Access Management
- Scope of active transportation/street design features.
- Construction funding and timing.

Forest Avenue: Marginal Way to Park Avenue (Smart Corridor Study: Phase III)

Project Description:

Redesign of Forest Avenue to improve accommodations for active transportation from just south of Exit 6 through to Park Avenue. This work is anticipated to include the realignment of Kennebec Street to allow for two-way traffic access from Forest Avenue as well as the extension of the Bayside Trail from Brattle Street to Forest Avenue. In addition, a realignment of High Street is envisioned to reduce conflicts with vehicle queues at Forest and State, as well as reducing impacts to Deering Oaks.

Cost and Funding:

\$200,000 available for preliminary design level engineering (\$150,000 PACTS/\$50,000 City); PACTS has allocated some final design funds depending on project timeline; construction costs and potential funding to be determined following this stage.

Status and Next Steps:

This effort is awaiting outcomes from the State and High Two-Way Study as well as property discussions to determine the final configuration for design.

City Priorities & Concerns:

- Determining most appropriate alignments of streets in project area
- Timeline for property negotiations
- Coordination with State and High outcomes if two-way conversion proceeds

Forest Avenue: Bedford Street to Woodford Street (Smart Corridor Study: Phase IV)

Project Description:

Redesign of Forest Avenue between Woodford's Corner and USM/Exit 6 with evaluation of improving safety for all users, active transportation options and reducing congestion. This is a PACTS-sponsored project. The focus is on a short-term redesign concept to align with an expected paving project within the next five years, to include a 'road diet' that would reduce lanes and allow in-street bike lanes. More in depth design will be needed for a longer term, more transformational project that could include extensive sidewalk and streetscape rehabilitation and sidewalk-level cycle tracks.

Cost and Funding:

Currently funded for feasibility only. MaineDOT is evaluating this section of Forest Avenue for a potential paving project approximately 2027-2028 that could provide the opportunity to implement the short-term recommendations.

Status and Next Steps:

The existing conditions analysis was completed in August 2024. The alternatives analysis and final draft report are currently under review by MaineDOT, and the City is awaiting feedback. Once the final report is completed this month, the City will launch additional public engagement in March to gather input on the final road diet street layout plan. This plan will then inform the striping and layout design for implementation.

State & High Street Two-Way Conversion

Project Description:

Update to 2015 study determining the feasibility of converting State and High to two-way streets which provides safety improvements and provision of bike lanes. Project seeks to minimize impacts to parking, trees and Level of Service (LOS). Coordination required with York Street, Forest Ave., and MaineDOT's State-High Signal Replacement following determination of feasibility.

Cost and Funding:

Preliminary estimates suggest a \$5 million cost to the City for additional signal work and bicycle facilities. Will be refined as bicycle alternative and preliminary design proceed.

Status and Next Steps:

MaineDOT signal project funded and Council has approved supporting work associated with two-way conversion as well as bicycle facilities. MaineDOT will have an update meeting on the signal project week of 2/10/25. City has requested MaineDOT establish a Two-Party Agreement, also directed by the Council.

City Priorities & Concerns:

- Determining most appropriate design of bicycle facilities (likely on State Street)
- Obtaining Two-Party Agreement with MaineDOT
- Coordination with York Street and Forest Avenue efforts as work continues

Active Transportation Projects:

Union Branch and Union Branch Connector Pathways

Project Description:

These pathways will fill gaps in the existing pathway network from Forest Avenue to the Fore River Parkway Trail pathway when completed. The Union Branch Pathway will convert the rail line from Forest Avenue to Park Avenue to a shared use pathway (0.7 miles). It will include a 12' paved pathway, pathway lighting, landscaping, connections to Deering Oaks Park, Fitzpatrick Stadium and Hadlock Field and a stone dust jogging path by infilling between the remaining rails. The Union Branch Connector will cross Park Avenue to Valley Street, Congress Street and connect to the Fore River Parkway Trail.

Cost and Funding:

The Union Branch Pathway design is funded with 80% federal/20% local funding. The pathway's construction is funded 100% by state funding up to \$2.8M as well as a CIP allocation for costs the MaineDOT construction funding won't cover (e.g.,

landscaping). The Union Branch Connector is funded through design with 80% federal/20% local funding. There is no construction funding currently.

Status and Next Steps:

The final design bid documents for the Union Branch Path will be completed this month, with the project expected to go out to bid this winter for construction to begin in Spring 2025. The second phase, the Union Branch Connector design, is anticipated to be completed by Spring 2026.

West Commercial Street Pathway

Project Description:

The West Commercial Street Pathway will, when completed, extend from the terminus of the Fore River Parkway Trail path at Cassidy Point Drive to High Street/Hobson's Landing. The remaining segment (Phase III, 0.5 miles) is from Beach Street to High Street/Hobson's Landing.

Cost and Funding:

A funding application to the MaineDOT for Phase III for design and construction, approximately \$1M, was submitted this summer which would be 80% federal/20% local funding.

Status and Next Steps:

Phase II, from the Fore River Parkway Trail to the Star Match Building, was completed Summer 2024. Much of it was constructed as part of the site development process of the VA Clinic. Phase I was completed by the MaineDOT in 2018 as part of an International Marine Terminal expansion project. The City has received preliminary approval on this funding application to MaineDOT for the design and construction of the final Phase III but will not be officially awarded until Spring.

Transportation Master Plan

Project Description: As Portland continues to evolve, we must ensure that our priorities evolve as well, especially in how we move around our city. The city's last transportation plan dates from the early 1990s, and a new transportation master plan would be a strategic document that outlines the methods and strategies to move Portland forward, ensuring that our city and its people can travel safely and sustainably into the future. The transportation master plan would engage the public, identify and prioritize transportation goals, and identify the capital projects, programs, and policy initiatives necessary to achieve them.

Cost and Funding:

No current estimate. Staff is exploring funding options.

Status and Next Steps:

Identify funding options, project timeline, structure process, securing funding.

FISCAL IMPACT

See above descriptions for estimated costs. The majority of these projects will not advance to construction without securing Federal funding with commitment of local match requirements, often 10-20% of total cost.

PREPARED BY

Kevin Kraft
Bruce Hyman
Mike Murray
Keith Gray
Jeremiah Bartlett



To: Sustainability and Transportation Committee

Regina Phillips, Chair

MEETING DATE

February 12, 2025

AGENDA ITEM

Agenda Item #2 – Sustainability Updates

PURPOSE

To update the committee regarding recent activities of the Sustainability Office to advance Council goals and objectives in One Climate Future

Updates:

Staffing

Our team has been very focused on recruiting for our open Sustainability Associate for the past month, reviewing application materials and conducting interviews. We are very pleased that we had a successful recruitment process and are pleased to welcome Karly Meyer, our new Sustainability Associate. She will be leading the Sustainable Neighborhoods Program, leading community engagement efforts, and assisting with community resilience planning.

We are also pleased to welcome Brenda Kirlin, our 2025 GPCOG Resilience Corp Fellow. She will work with us until December and will help implement the next round of our Electrify Everything! program, help create a community engagement project around resilience, develop sustainable landcare educational programming, and support our Resilience Working Group.

Katie Tims will be taking on energy programs such as Energy Benchmarking and utility management and tracking - which were previously handled by Erin Ferrel.

Community Engagement

On January 24, we hosted a Coffee & Climate event with guest speakers from Ash Protection Collaboration Across Wabanakik to discuss ash trees, the spread of the invasive Emerald Ash Borer, and the considerable effect this pest will have on ecosystems and traditions in our Northeastern forests.

On February 14, Coffee and Climate will feature Melissa Winne of ISO New England who will provide an overview of the regional electrical grid.

Visit www.oneclimatefuture.org to sign up for our once-a-month newsletter where we share information on upcoming events, programs launching, and climate action progress. We also host monthly Climate and Coffee events, which are community conversations that happen on the 2nd Friday of the month at 9 AM. You can also follow us on social media.

Instagram @sustainableportlandme // FB @SustainablePortlandME



To: Sustainability and Transportation Committee
Councilor Regina Phillips, Chair

MEETING DATE

February 12, 2025

AGENDA ITEM

Agenda Item 3A - Vision Zero

PURPOSE

Review the Greater Portland Council of Government's (GPCOG) Vision Zero plan and consider next steps for the City of Portland.

COMMITTEE WORK PLAN/CITY COUNCIL GOAL ALIGNMENT

At its February 12, 2025 meeting, committee members and attendees expressed a desire to explore GPCOG's Vision Zero plan and consider how to integrate into the City's planning, programs and projects.

BACKGROUND/ANALYSIS

Vision Zero is a traffic safety initiative aimed at eliminating traffic-related fatalities and serious injuries by prioritizing human life in transportation planning. Originating in Sweden in the 1990s, it is based on the principle that people make mistakes, but streets should be designed to prevent those mistakes from causing death or serious harm. The approach relies on data-driven policies, safe street design, speed management, enforcement, and public education, with a focus on protecting vulnerable road users such as pedestrians and cyclists.

Vision Zero emphasizes shared responsibility among government agencies, engineers, law enforcement, and the public, promoting equity by ensuring that safety improvements benefit all communities.

The Greater Portland Council of Governments' (GPCOG) [Vision Zero Action Plan](#) was adopted on May 23, 2023. It was developed through extensive data analysis, community engagement, and policy research to eliminate traffic fatalities and serious injuries by 2045. The process began in early 2022 with a directive from the PACTS Policy Board, leading to a year-long effort that included peer reviews of other Vision Zero plans, crash data analysis from 2016 to 2022, and public input gathered through surveys, mapping exercises, and region-wide meetings. The plan identifies high-risk corridors and intersections based on crash history, road design, and equity considerations, and recommends targeting investments where fatalities and severe injuries are most likely to occur. The plan offers a wide range of strategies that cities and towns

can implement independently and in partnership with regional and state agencies. Many of the key actions focus on redesigning streets for lower speeds, enhancing pedestrian and cyclist infrastructure, expanding public transit accessibility, and implementing data-driven enforcement strategies. It also emphasizes ongoing monitoring and updates to ensure safety initiatives remain responsive to new data and community needs.

To the extent Vision Zero goals and approaches are consistent with the committee's and City Council's priorities, there are several directions in which the City can proceed:

1. **Adopt the GPCOG plan by City Council Resolution.** This approach leverages the work already completed by GPCOG and allows the City to focus on integrating the plan's principles into transportation planning, and advancing programs and projects that could achieve the plan's foundational goal. Adopting GPCOG's plan would immediately enhance the City's eligibility and competitiveness for the US Department of Transportation's *Safe Streets and Roads for All (SS4A)* Grant Program (subject to grant program continuation).
2. **Develop and adopt a Vision Zero plan specific to Portland.** The GPCOG plan is regional by nature, but does a good job of identifying higher risk roads and locations. A Vision Zero plan focused on Portland would allow a deeper level of analysis and identification of more specific programs and projects aimed at the City's needs. This effort would require new funding, consultant assistance, and take 12-18 months to complete.
3. **Take no action, but integrate Vision Zero principles in transportation planning and project development as opportunities arise.** The committee could forego supporting the adoption of any formal plans and recommend that staff incorporate appropriate design solutions and advance programs in accordance with the existing Complete Streets Policy (2012), and seek committee/council direction on a case by case basis.

FISCAL IMPACT

Adopting GPCOG's plan (Option 1) does not commit the City to allocate funding or expend resources. However, the plan would serve as a foundation for integrating new design solutions into transportation projects which may increase project costs. Additionally, the plan would serve as a foundation for advancing new programs and projects aimed at improving transportation safety. City Council approval would be needed for such initiatives as with any new program or project for which new funding appropriations are requested.

Option 2 would cost \$100,000-\$300,000 to complete the plan, depending on the scope, and require new funding. As with Option 1, once the plan is adopted, it would be a foundation for changes to future transportation projects and proposed programs subject to City Council approval.

Option 3 would not carry any short-term cost, and would be unlikely to create any material future cost differences compared to today's transportation planning priorities.

CONCLUSION(S)

This item is for discussion and direction. Should the committee express support for Option 1, then staff would draft and present to the committee (in March) a proposed City Council resolution.

PRIOR COUNCIL/COMMITTEE REVIEW

N/A

PREPARED BY

Troy Moon
Sustainability Director
Executive Department

Greg Jordan
Assistant City Manager
Executive Department

ATTACHMENTS

Attachment A -GPCOG Vision Zero Plan (Slide Deck)

VISION ZERO

Greater Portland



City of Portland Sustainability
& Transportation Committee

2/12/25

GPCOG
GREATER PORTLAND
COUNCIL OF GOVERNMENTS





What is **Vision Zero?**

Vision Zero

“ A strategy to **eliminate all traffic fatalities and severe injuries**, while increasing safe, healthy, equitable mobility for all. First implemented in Sweden in the 1990s, **Vision Zero has proved successful across Europe** — and now it’s gaining momentum in major American cities.”

Source: Vision Zero Network

Vision Zero

Not just a target, it's a culture shift...

TRADITIONAL APPROACHES

- Traffic deaths are **inevitable**
- **Perfect** human behavior
- Prevent all **collisions**
- **Individual** responsibility
- Saving lives is **expensive**

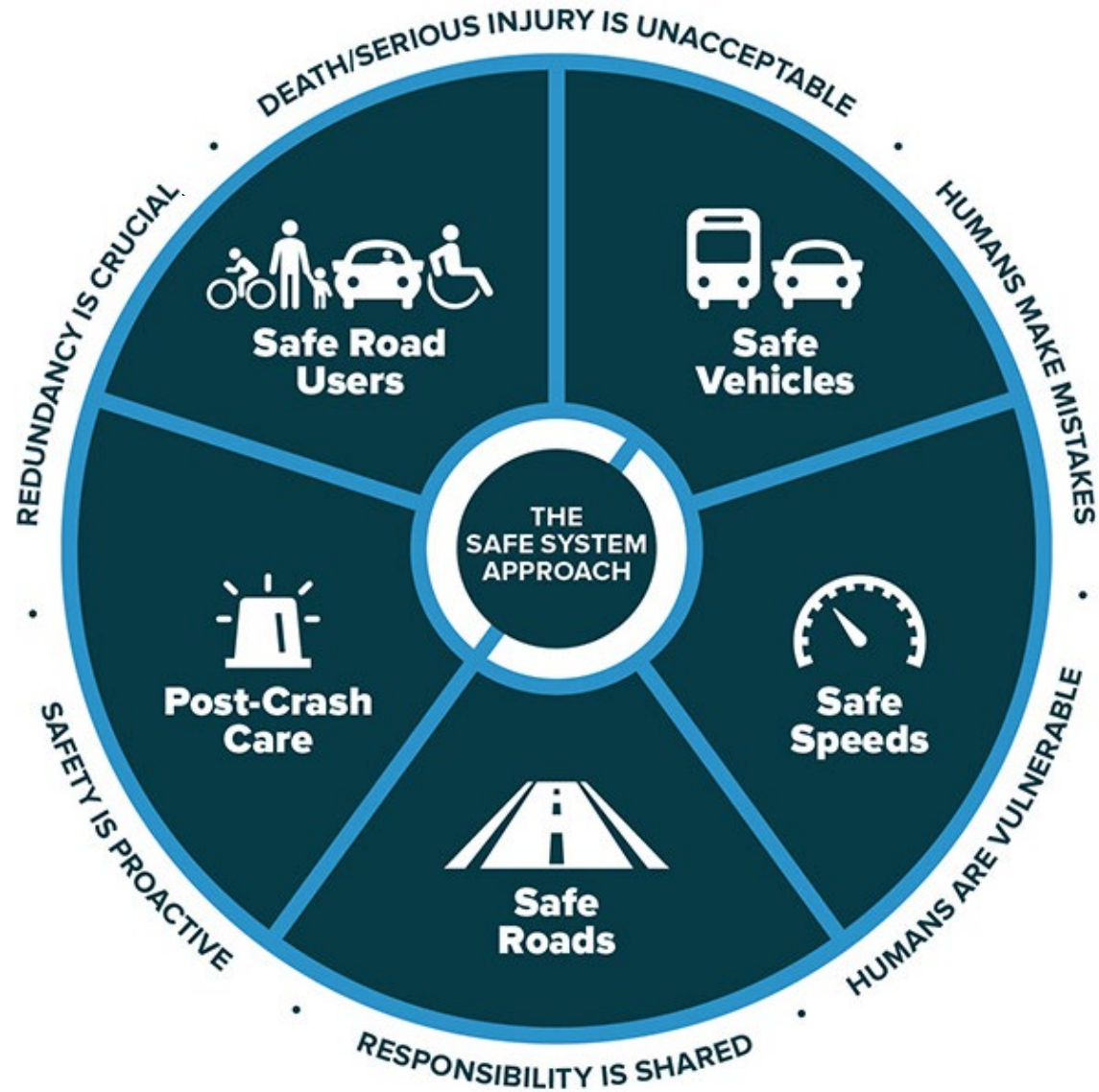
VS

VISION ZERO

- Traffic deaths are **preventable**
- Humans make **mistakes**
- Prevent **fatal and severe crashes**
- **Systems** approach
- Saving lives is **not expensive**

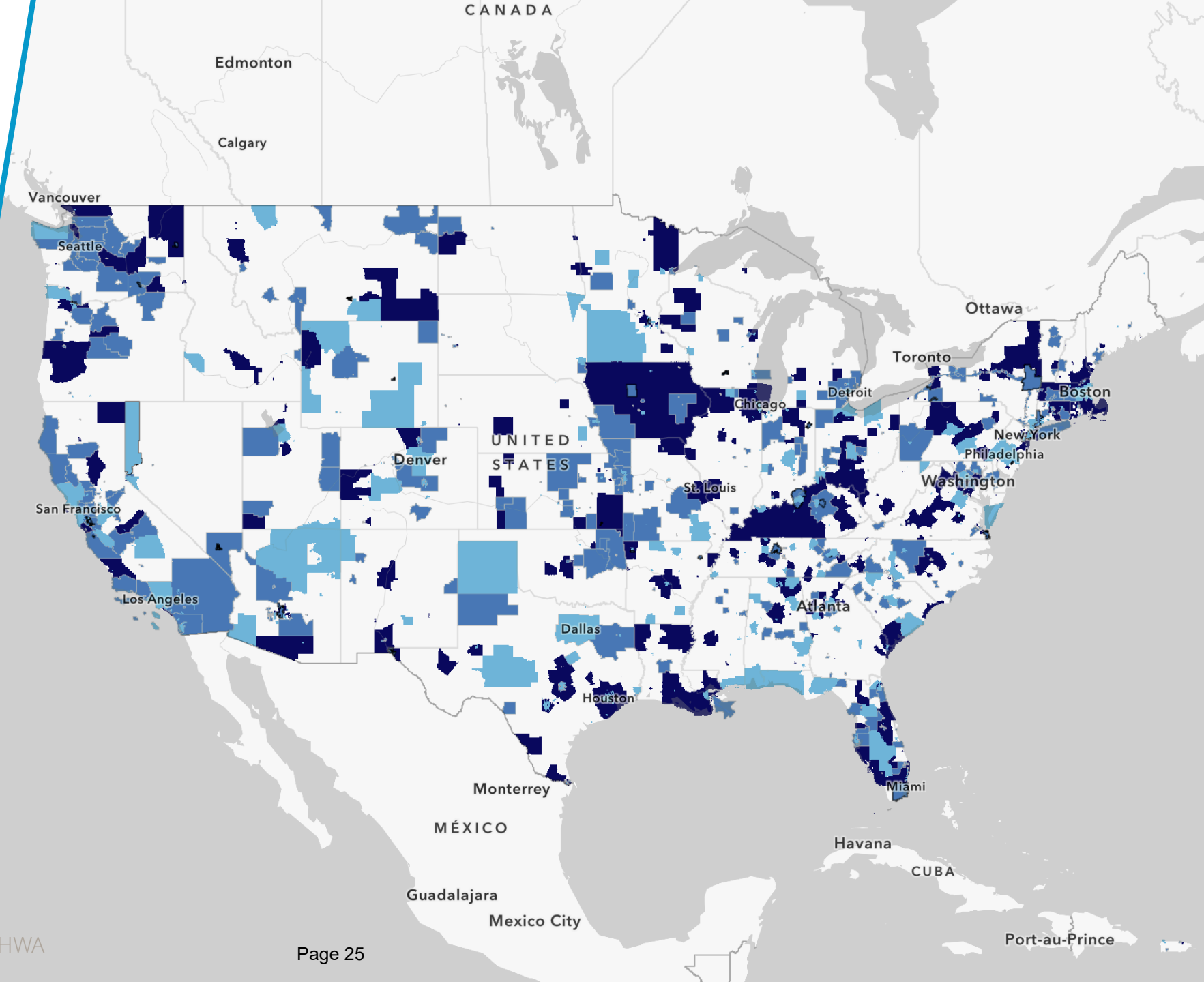
The US DOT
has adopted
Vision Zero as

The Safe System Approach



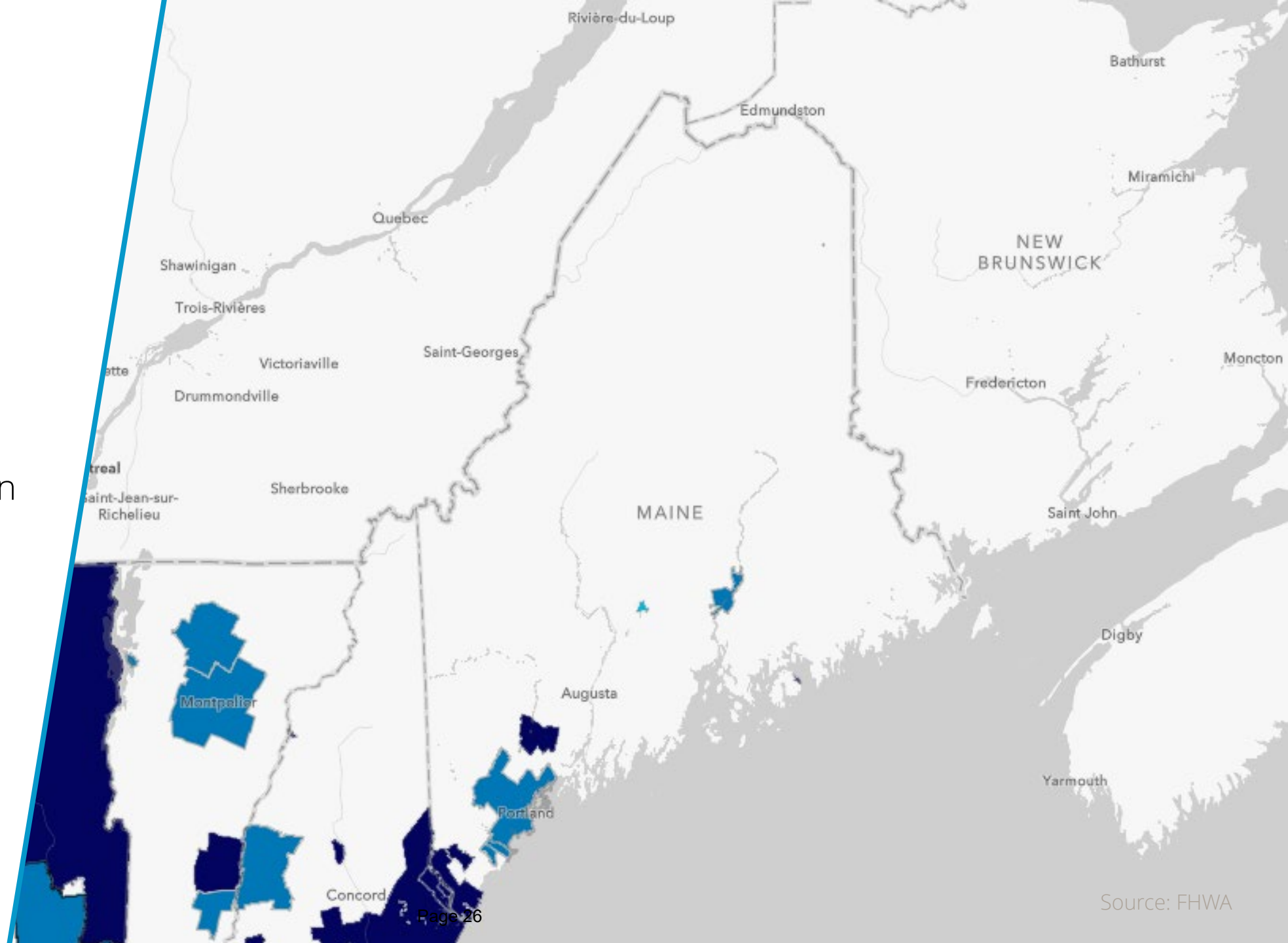
U.S. DOT **Safe Streets & Roads for All**

- \$5B in funding over 5 years
- \$2.7B in first 3 years
- 1,400 communities
- 73% of the nation's population



In Maine:

- GPCOG
(30 communities)
- KACTS
(8 communities)
- BACTS
(11 communities)
- Lewiston/Auburn
- Sanford
- Pittsfield
- Bar Harbor





How Many People **are Affected?**

~42,000 people
die each year
in the U.S.

~160 people
die each year
in Maine

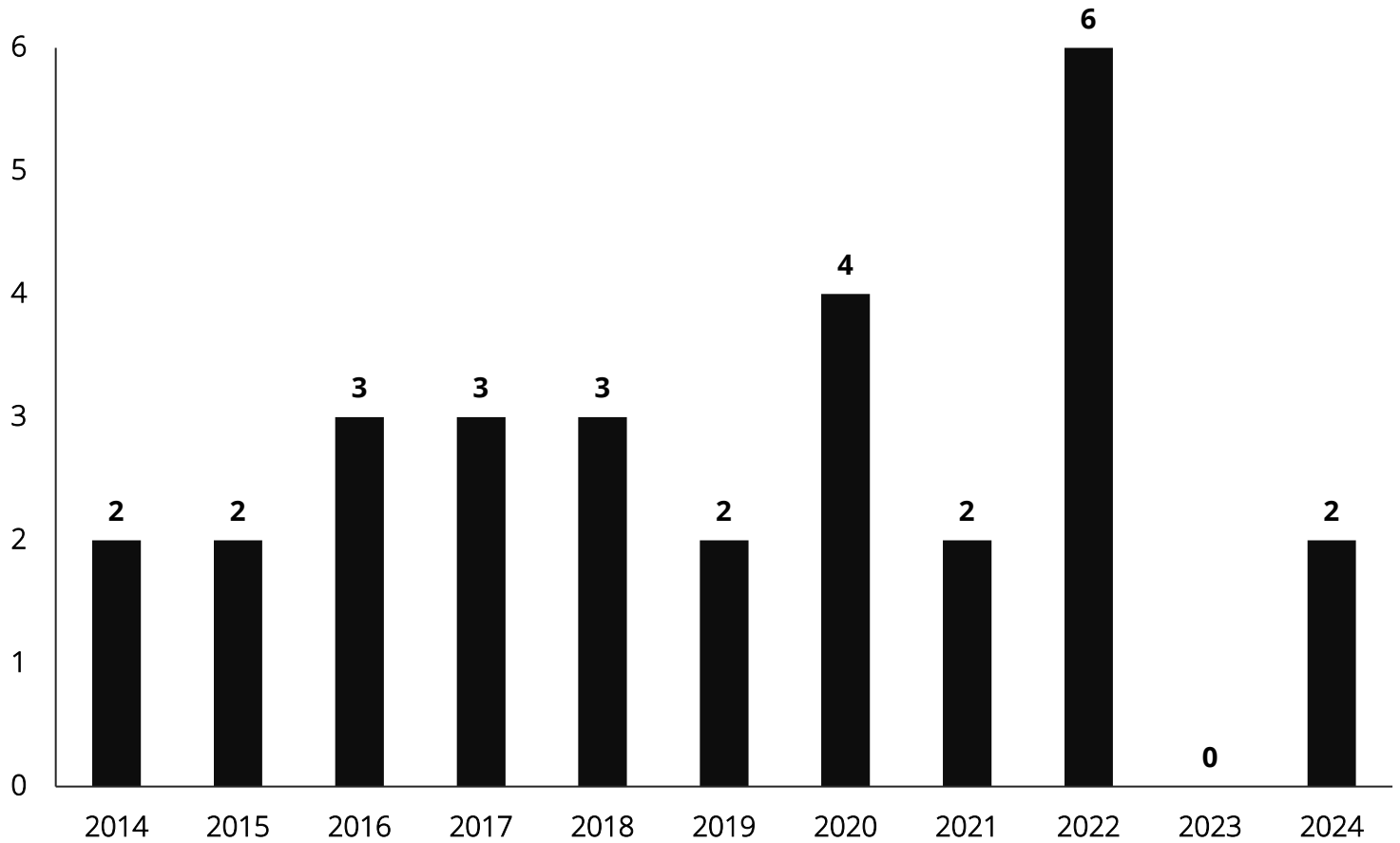
2-3 people
die each year in
Portland



Morrills Corner

Since 2014, an average of **2.6 people are killed** in crashes each year in Portland

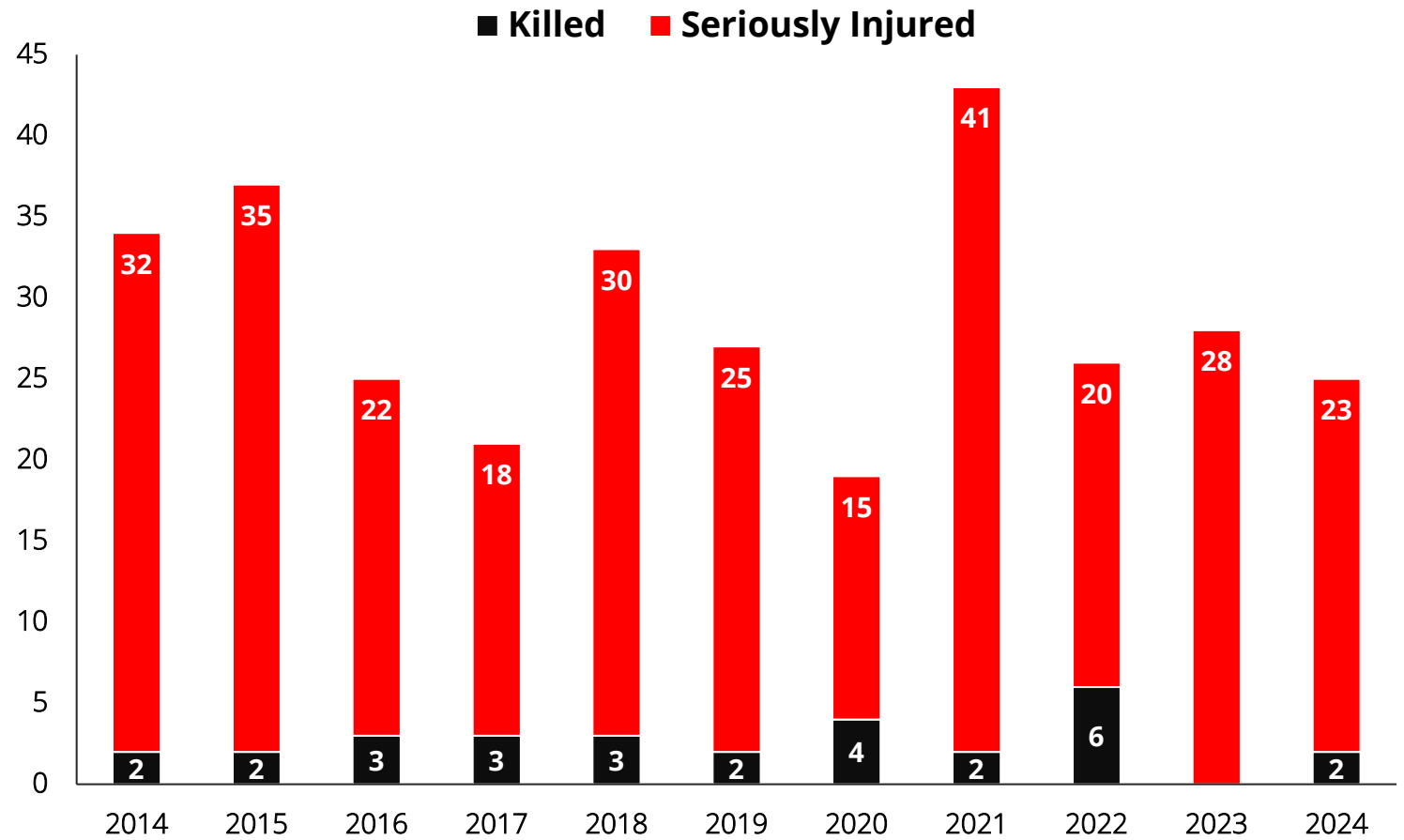
Number of People Killed in Portland



Source: Maine Crash Query Tool

Since 2014, an average of **26 people** are seriously injured in crashes each year in Portland

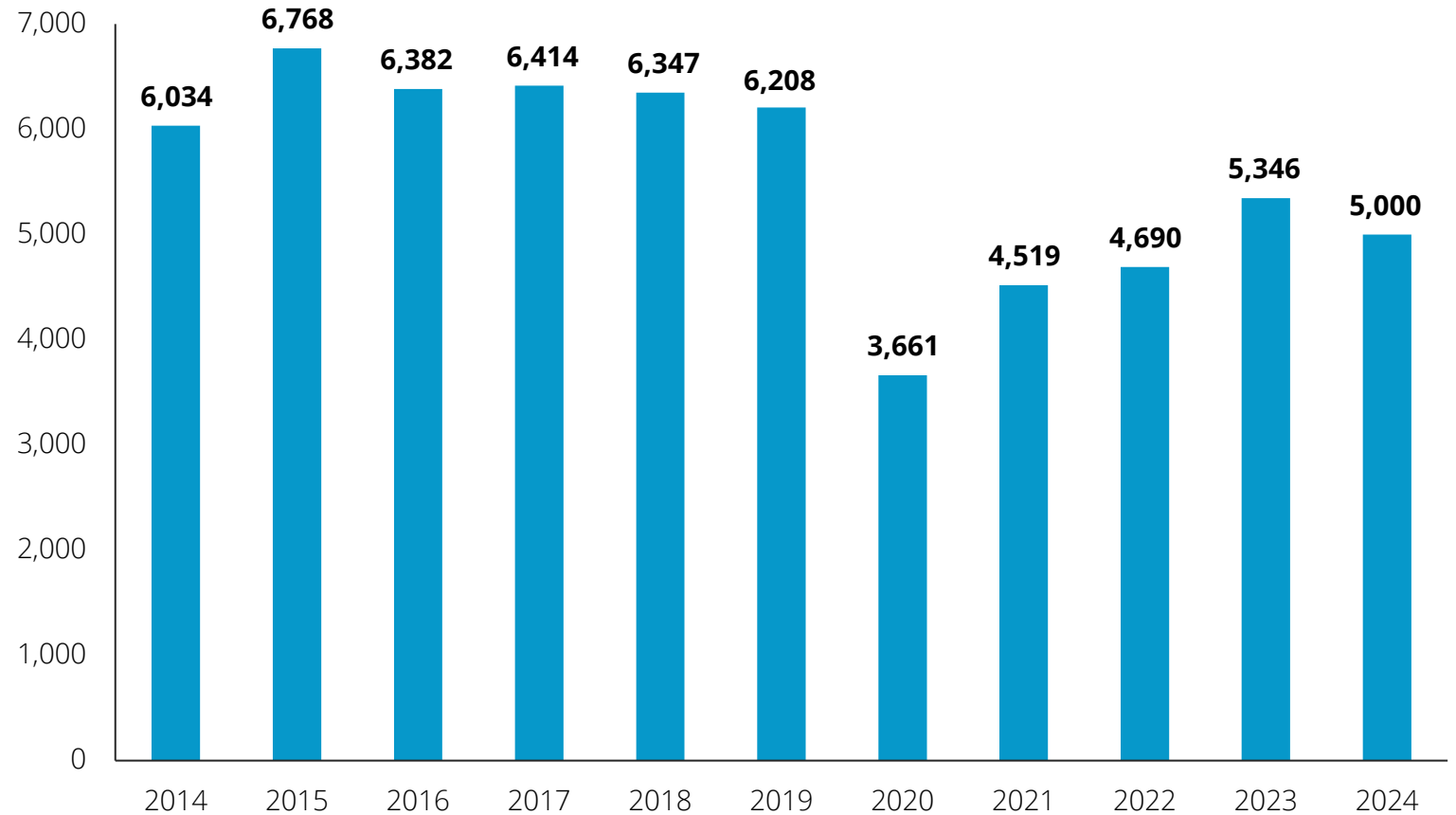
Number of People Killed & Seriously Injured in Portland



Source: Maine Crash Query Tool

Since 2014, an average of **5,580 people** are involved in a crash each year in Portland

Number of People Involved in a Crash in Portland



Source: Maine Crash Query Tool
Data Includes: fatalities, serious injuries, minor injuries, possible injuries, no apparent injuries

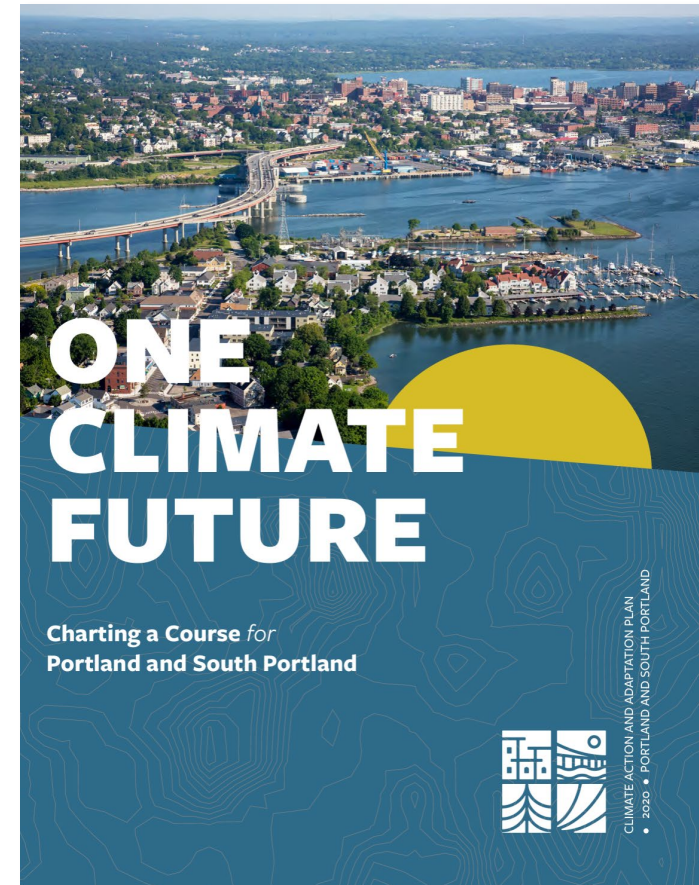


What is a Vision Zero **Action Plan?**

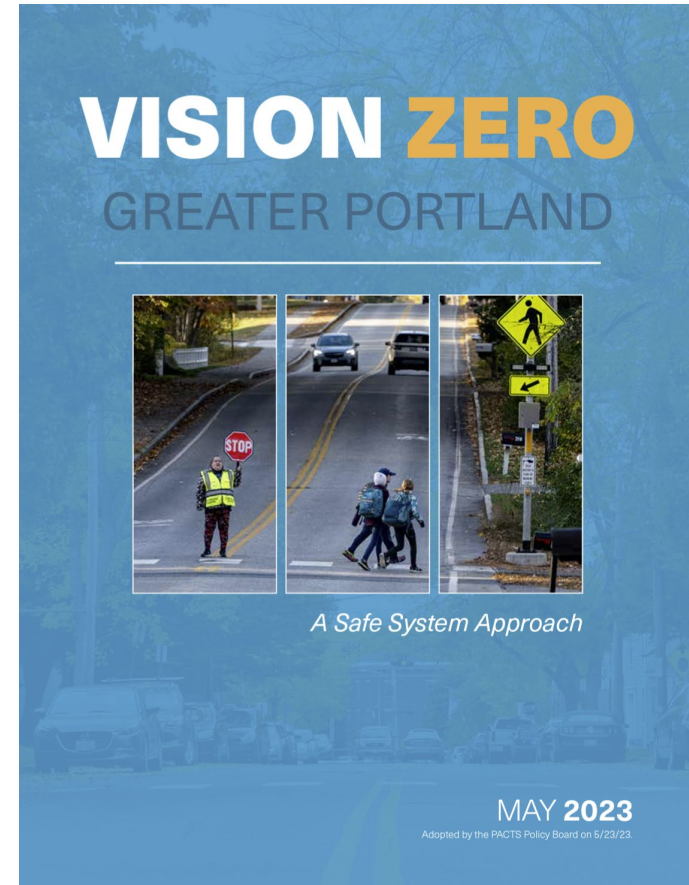
In a way, it's like a climate plan...

80% x 2050

“Portland and South Portland will reduce community-wide greenhouse gas emissions 80% from 2017 baseline levels by 2050”



“Vision Zero
Greater Portland aims to
**eliminate all traffic
fatalities and
serious injuries**
resulting from crashes on our
roadways by 2045”



Arundel
Biddeford
Cape Elizabeth
Cumberland
Falmouth
Gorham
North Yarmouth
Old Orchard Beach
Portland
Raymond
Saco
Scarborough
South Portland
Standish
Westbrook
Windham
Yarmouth

Plan Framework

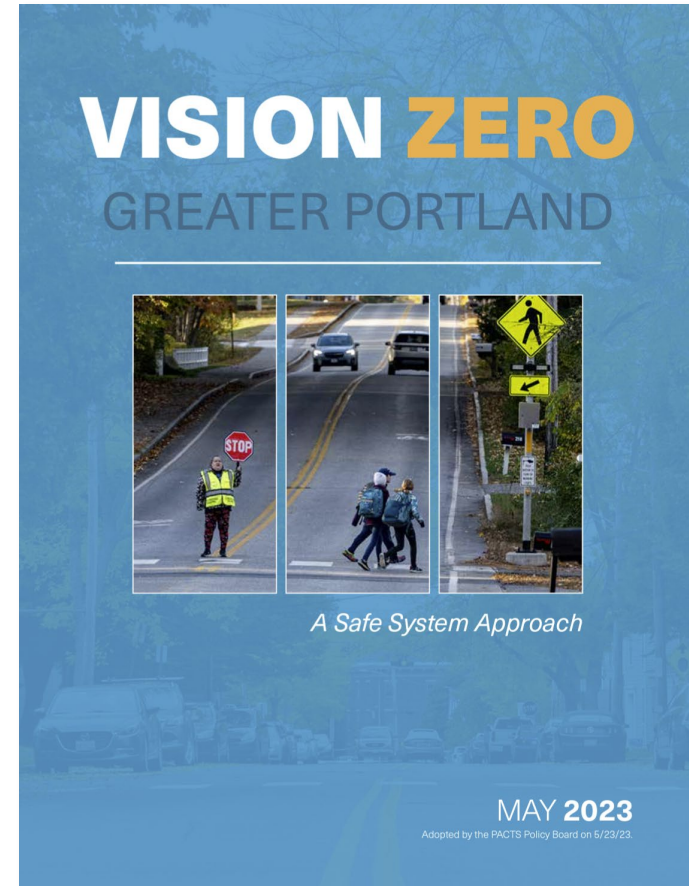
Vision Zero Pledge

Engagement

Crash Analysis

Tools & Strategies

Action Steps



Arundel
Biddeford
Cape Elizabeth
Cumberland
Falmouth
Gorham
North Yarmouth
Old Orchard Beach
Portland
Raymond
Saco
Scarborough
South Portland
Standish
Westbrook
Windham
Yarmouth



Engagement & Process

15

member
advisory
panel

7

community
events

>900

responses to
our online
survey & map

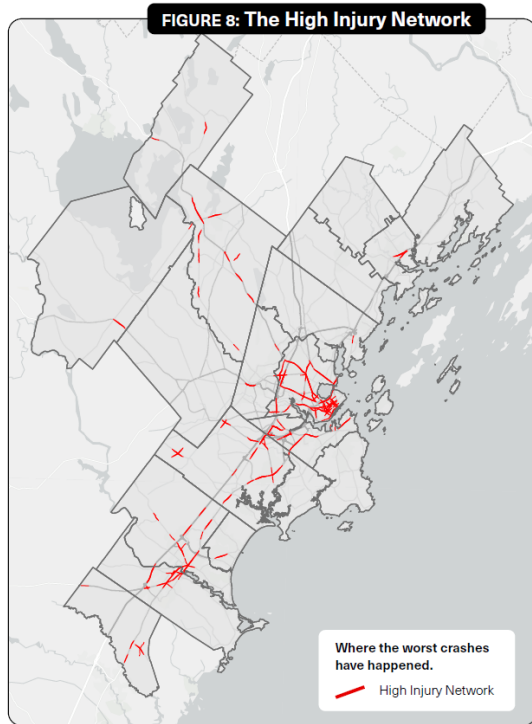
18

month
initiative

\$135k

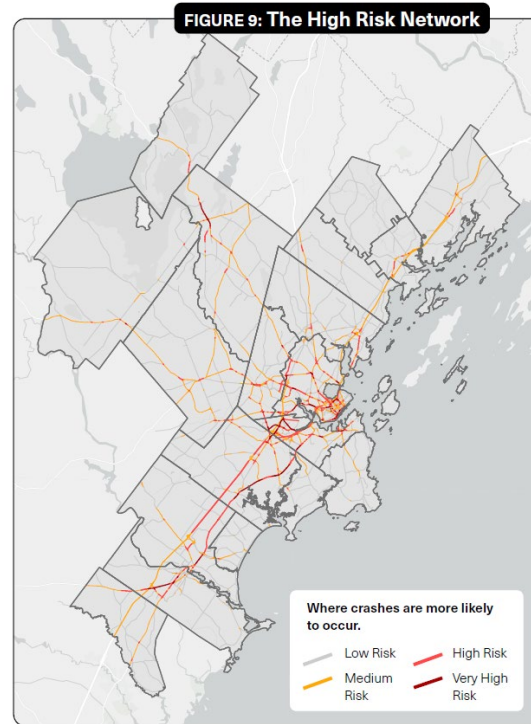
budget

Crash Location Analysis



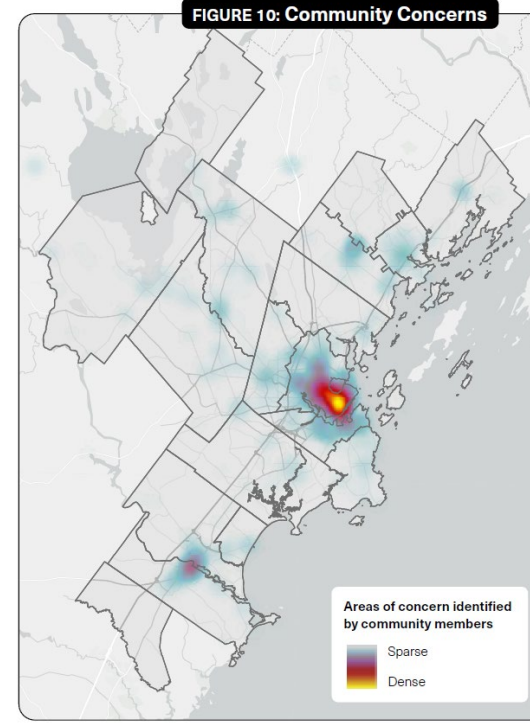
High Injury Network

Where the worst crashes have happened



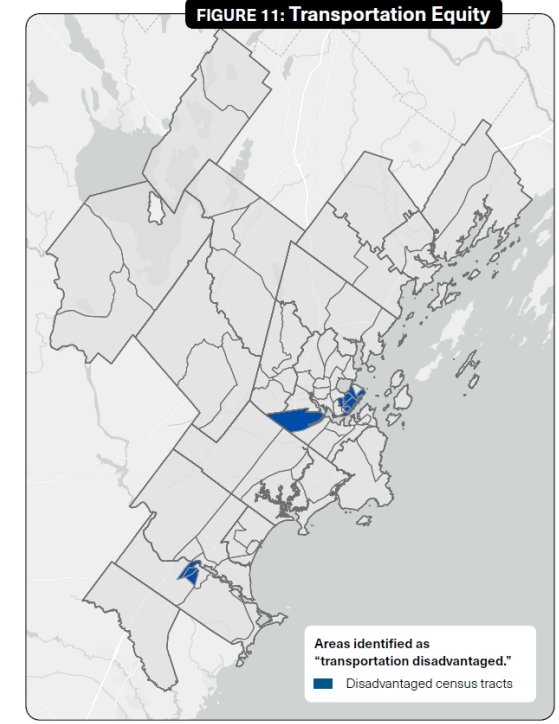
High Risk Network

Where crashes are more likely to occur



Community Concerns

Areas of concern identified by community members



Transportation Equity

Areas identified as "transportation disadvantaged"

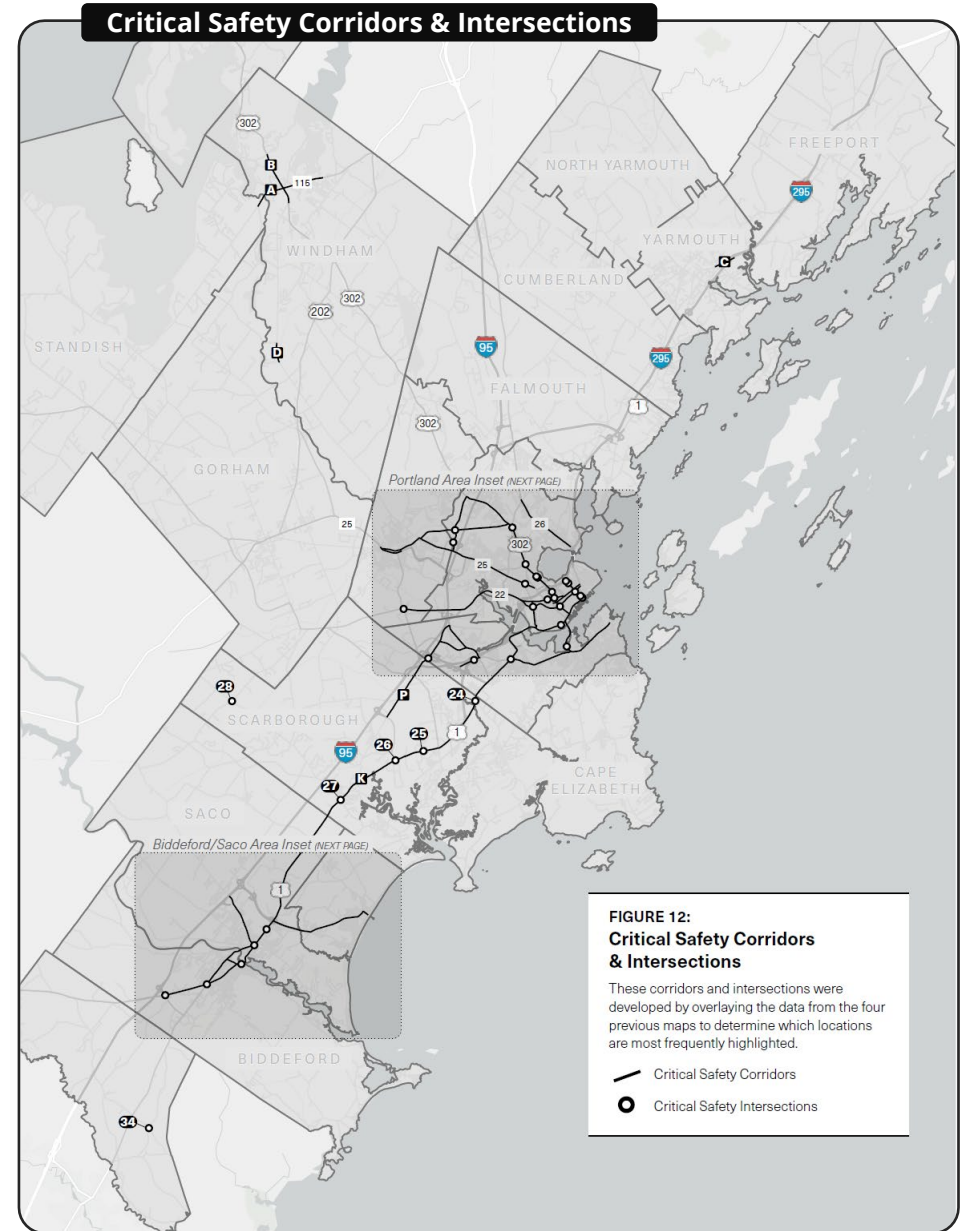
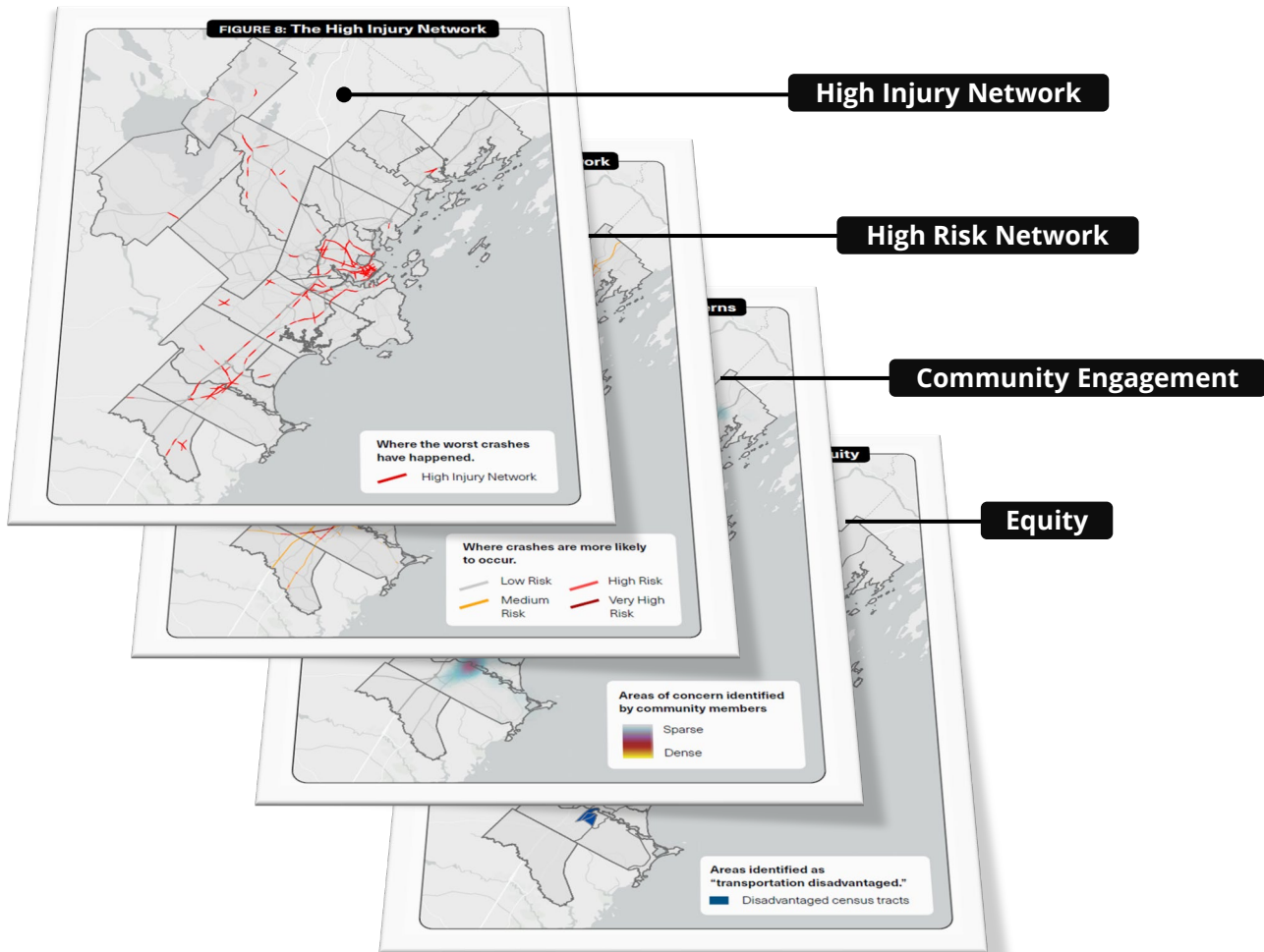
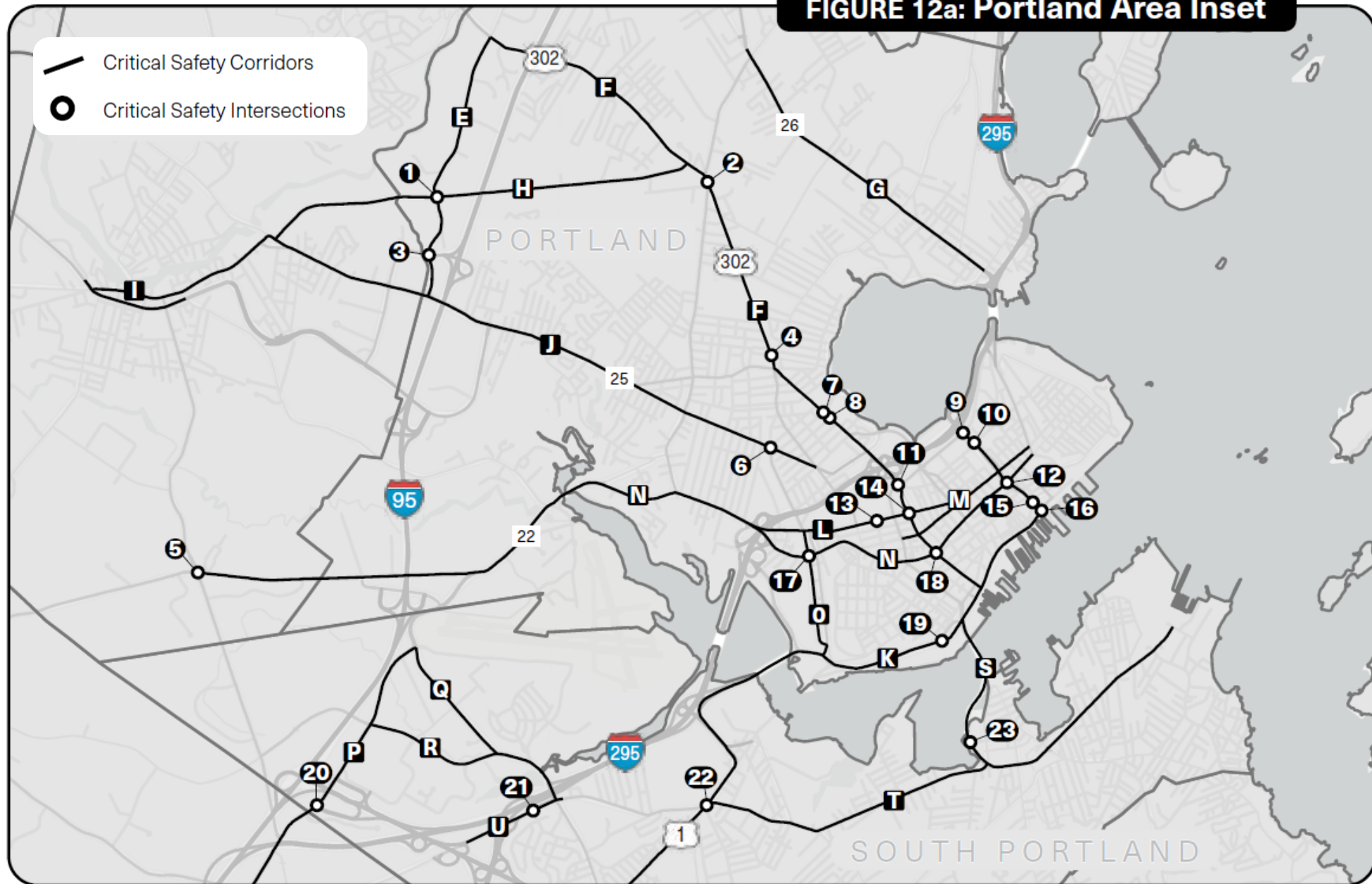


FIGURE 12a: Portland Area Inset



Tools & Strategies

WHAT WORKS

TABLE 1: Proven Safety Countermeasures

COUNTERMEASURE	DESCRIPTION
Advance warning sign	A sign placed to warn a person driving of an upcoming curve, stop sign, traffic signal, roundabout, pedestrian crossing, or other potential point of conflict where a person driving may need to slow down or use caution. Signs can include flashing beacons to enhance awareness.
Advanced dilemma-zone detection	Advanced dilemma-zone detection enhances safety at signalized intersections by adjusting traffic signal timing on the fly to reduce the number of people driving that may have difficulty deciding whether to stop or proceed during a yellow phase. This may reduce rear-end crashes associated with unsafe stopping and angle crashes due to red-light running.
All-way stop	Converting two-way stops to all-way stops prevents people driving, walking and biking from having to cross free-flowing travel lanes at a side-street stop-controlled intersection and reduces the risk of a crash.
Appropriate signal timing	Retime the yellow and all-red signal phases to the appropriate time to allow vehicles to fully clear the intersection in consideration of the speed of the street and size of the intersection.
Automatic pedestrian recall	Signals can be put in "recall" all the time or for key time periods of the day. The "walk" and/or corresponding green signal would be displayed every signal cycle without prompting by a person walking or from vehicle detection. This can ensure bicyclists get a green signal every cycle and discourages red-light running by people biking.
Bike box	A designated painted area at the head of a traffic lane at a signalized intersection that provides people biking with a safe and visible way to get ahead of queuing traffic during the red signal phase.
Bike conflict zone markings	Green painted pavement within a bicycle lane that increases the visibility of people biking and reinforces bicycle priority. Green pavement can be used in spot treatment and conflict areas such as driveways. It can also be used across intersections to define the bikeway.
Bulbout	Raised devices, usually constructed from concrete, landscaping, or paint and plastic materials, that narrow the roadway to reduce speeds of turning vehicles, improve sight lines and shorten crossing distances for people walking.
Clear zone (clear distance)	An unobstructed, traversable roadside area that allows a driver who has left the highway to stop safely. Clear zones are most appropriate on higher-speed highways in rural areas and can mitigate crashes with a fixed object. Clear zones are generally not recommended on lower-speed urban and suburban streets as they can encourage higher travel speeds in those settings and be dangerous for people walking.
Co-locate bus stops and pedestrian crossings	Place bus stops and pedestrian crossings in close proximity to allow people riding transit to cross the street safely.

🚦 Intersection Treatment
 🕒 Traffic Signal Treatment
 🚗 Roadway Design
 🚫 Speed Management
🚶 Pedestrian Safety
 🚲 Cyclist Safety
 🚌 Transit Treatment

TABLE 1: Proven Safety Countermeasures (CONTD)

COUNTERMEASURE	DESCRIPTION
Consolidate driveways	Reducing the number of driveway entrances and exits through consolidation limits the exposure of people biking, people walking and people driving to vehicles entering or exiting driveways, reducing conflicts.
Dual curb ramps	Dual curb ramps improve Americans with Disabilities Act accessibility at all intersection approaches so people walking with mobility challenges, or those pushing carts or strollers, can safely enter and exit all crosswalks at the appropriate angle.
Extend bike lane to and potentially through intersection	In locations where a bike lane is dropped due to the addition of a turn pocket, a parking lane or turn lane along the intersection approach may be repurposed to provide a dedicated bike lane through the intersection. At intersections use skipped striping or green paint to highlight conflict zones between bicyclists and motor vehicles.
Extend crossing time	Increases time for pedestrian walk phases, can better accommodate vulnerable age groups (younger than 18 or older than 65).
Far-side bus stops	Far-side bus stops are located after an intersection, allowing the vehicle to pass through the intersection before stopping for the passenger loading and unloading a bus.
Flashing stop sign	A flashing beacon or flashing LED lights can be embedded in stop signs to enhance awareness of people driving and increase compliance rates.
High visibility crosswalks	High-visibility crosswalks are more visible to people driving. They are striped with continental, ladder or other markings using high-visibility material such as thermoplastic tape instead of paint.
Improve sight distance	Remove objects that may prevent people driving and people walking from having a clear sightline. Methods for improving sight distance may include trimming or removing landscaping or removing or relocating large signs.
Intersection tightening	Visually and physically narrowing the street at intersections, can create a shorter crossing for people walking and slows vehicles approaching the intersection and turning. Intersection tightening can be permanent or temporary, using materials like paint, plastic bollards and reflective markers.
Leading pedestrian interval	Traffic signals timed to allow people walking a short head start in crossing an intersection minimize conflicts with turning vehicles and improve pedestrian safety. Audible beacons can be paired with leading pedestrian intervals to ensure that people who are blind or visually impaired know when to begin their crossing.
Lighting	Overhead lights illuminate the roadway and enhance visibility at night.

🚦 Intersection Treatment
 🕒 Traffic Signal Treatment
 🚗 Roadway Design
 🚫 Speed Management
🚶 Pedestrian Safety
 🚲 Cyclist Safety
 🚌 Transit Treatment

LOCAL EXAMPLES



LOCAL EXAMPLES

- A** Parking protected bike lane | Park Ave., Portland
- B** Speed feedback sign | Rt. 77, South Portland
- C** Rectangular rapid flashing beacon + pedestrian refuge island | Forest Ave., Portland
- D** Separated multi-use path | Westbrook St., South Portland

Local Examples

Enhanced signing and pavement markings at intersections

Up to 27% reduction
of fatal and severe injury
crashes at rural
intersections



Deering Ave. @ Dartmouth St.

Local Examples

Crosswalk visibility
enhancements

Up to 42% reduction
in pedestrian crashes



Stevens Ave.

Local Examples

Rectangular Rapid
Flashing Beacons
(RRFBs)

Up to 47% reduction
in pedestrian crashes



Local Examples

Pedestrian
refuge islands

Up to 56% reduction
in pedestrian crashes



Local Examples

Centerline
rumble strips

Up to 64% reduction
in head-on fatal
and severe crashes



Route 26, Gray

Local Examples

Signalized
intersection to
roundabout

Up to 78% reduction
in fatal and severe crashes



Taking Action

Objectives

- 1 Programmatic Support & Funding
- 2 Safer Roads
- 3 Safer Speeds
- 4 Safer People
- 5 Safer Vehicles
- 6 Post-Crash Care

Safe System Approach Framework

OBJECTIVE 1: PROGRAMMATIC SUPPORT & FUNDING

GPCOG, along with other relevant agencies/organizations, have made programmatic and financial commitments to support and implement Vision Zero in Greater Portland.

TABLE 2: Action Steps

#	ACTION	WHO	TIMEFRAME	
PF1	Continue to convene the Vision Zero Advisory Panel for the purpose of monitoring and guiding progress on the plan.	<ul style="list-style-type: none"> GPCOG (LEAD) Advisory panel 	Ongoing	
PF2	Invite allied organizations to attend and participate with the Vision Zero Advisory Panel as appropriate. (Ex. organizations from: social services, economic development, homelessness, religious and spiritual communities, and other community-based organizations).	<ul style="list-style-type: none"> GPCOG (LEAD) Advisory panel 	Ongoing	
PF3	Identify and apply for grants to help implement plan strategies throughout the region.	<ul style="list-style-type: none"> GPCOG (LEAD) Municipalities MaineDOT 	Ongoing	Number of grants applied for and/or awarded.
PF4	Work with MaineDOT to prioritize funding for Complete Streets, managing speeds for safety, traffic calming projects that protect all road users, and investments that encourage mode shift.	<ul style="list-style-type: none"> GPCOG (LEAD) MaineDOT 	Ongoing	GPCOG participation in MaineDOT's Statewide Safety Plan process.
PF5	Encourage municipalities to adopt this Vision Zero Action Plan and/or a community-specific one.	<ul style="list-style-type: none"> GPCOG (LEAD) Municipalities 	3 years	Number of municipalities that have adopted this plan and/or one of their own. Goal: 80% of municipalities in 3 years.
PF6	Secure a stable transportation funding source dedicated to road safety.	<ul style="list-style-type: none"> GPCOG (LEAD) MaineDOT Municipalities Nonprofits 	3 years	Stable funding source secured.
PF7	Prioritize high impact safety projects along critical safety corridors and intersections.	<ul style="list-style-type: none"> GPCOG (LEAD) MaineDOT Municipalities 	5 years	FACTS transportation investments (\$).

needs for safety, traffic calming projects that protect all road users, and investments that encourage mode shift.

PF5 Encourage municipalities to adopt this Vision Zero Action Plan and/or a community-specific one.

- GPCOG
- Municipalities

Secure a stable transportation funding

Action Steps

Taking Action: Areas of Overlap

OBJECTIVE	#	ACTION
SAFER ROADS	SR1	Implement safety countermeasures along critical safety corridors and intersections
	SR2	Identify regional safety-focused quick build projects
	SR8	Work to align relevant street design guidelines with Vision Zero and Safe System Approach principles

Taking Action: Areas of Overlap

OBJECTIVE	#	ACTION
SAFER SPEEDS	SS1	Examine speed limits and identify locations that would benefit from speed limit reductions
	SS2	Ensure the most equitable and effective use of enforcement
	SS3	Support legislation to allow safety cameras as an enforcement technique
SAFER PEOPLE	SP4	Agree to add “How’s My Driving?” stickers to fleet vehicles
	SP4	Use fleet vehicles as moving billboards to promote Vision Zero messaging

Taking Action: Areas of Overlap

OBJECTIVE	#	ACTION
SAFER VEHICLES	SV2	Require that all new fleet vehicles have the latest crash reduction technology and safety equipment available (ex. back-up cameras, blind spot detection)
	SV2	Right-size fleet vehicles (smaller vehicles are less lethal in crashes and more fuel-efficient)
POST CRASH CARE	PC2	Prepare a brief annual assessment that summarizes yearly crash statistics and outlines progress towards vision zero goals



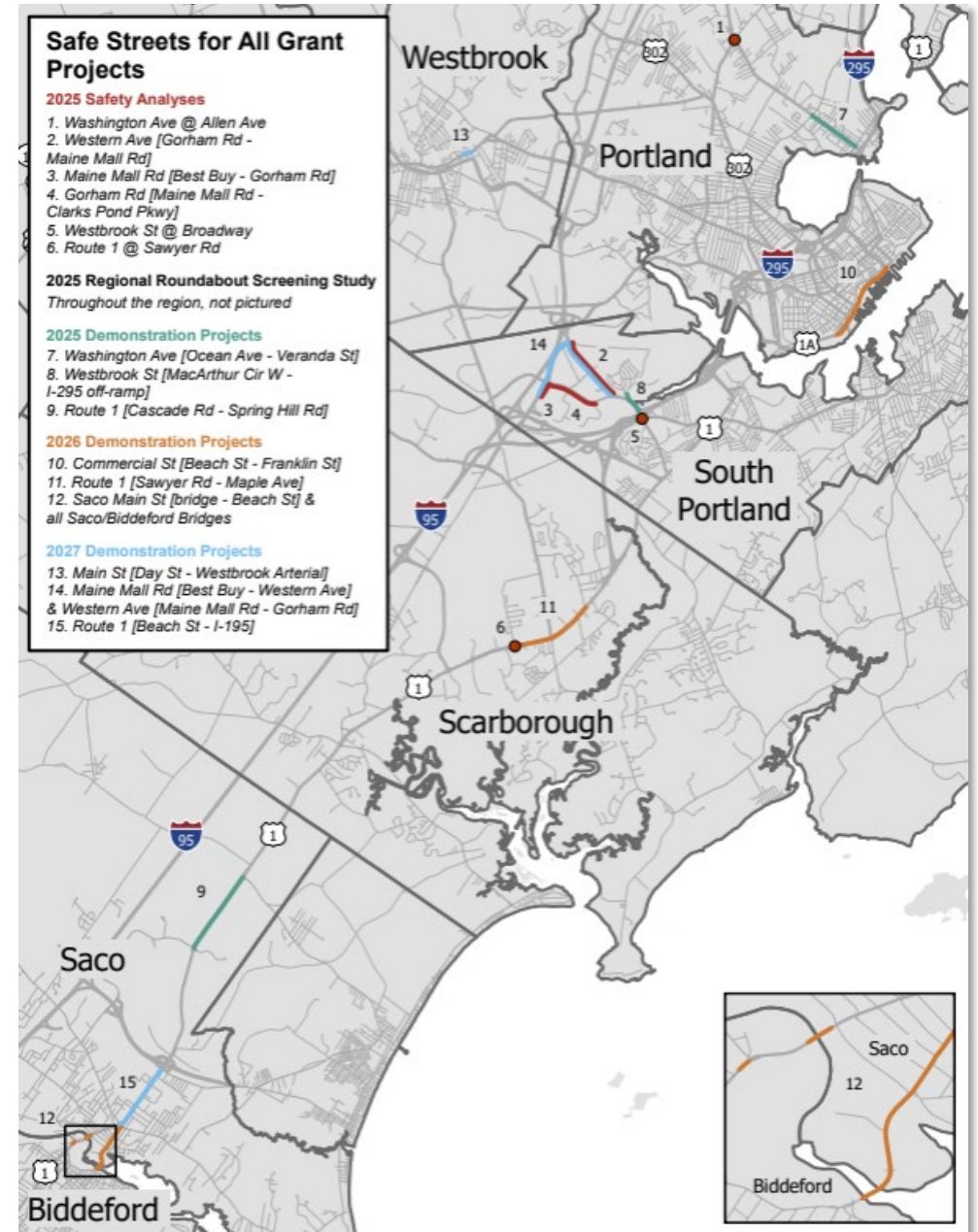
Current Projects

GPCOG Awarded:

“Safe System Demonstration Projects and Planning Activities”

- 1 Demonstration projects**
see map [x9]
- 2 Road safety audits**
in South Portland [x3]
- 3 Roundabout feasibility study**
regionwide [x1]
- 4 Intersection studies** in Portland, South Portland, and Scarborough [x3]

Total project is **~\$800,000**



Allen's Corner Safety Analysis & Redesign

Allen Ave. & Washington Ave.

2025 Timeline:

- Safety analysis complete, design alternatives available for input in May
- 30% design deliverable in August
- Next steps will include seeking final design and construction funding



Outer Washington Ave. Demonstration Project

Veranda St. to Ocean Ave.

Potential Treatments

- Pedestrian refuge islands
- Bike lane safety and comfortability
- Curb extension at Presumpscot St.
- Traffic calming throughout



Outer Washington Ave. Demonstration Project

Veranda St. to Ocean Ave.

2025 Timeline:

- Input on design in March
(Friends of Payson Park, East Deering Neighborhood Association, etc.)
- Installation in June
- Monitoring throughout the summer



A group of students walking across a crosswalk on a street. The scene is overlaid with a blue tint. In the background, there is a yellow pedestrian crossing sign and a black arrow sign pointing down and to the left.

What's Involved in **Local Adoption?**

What it Means to Adopt *Vision Zero Greater Portland*

- **Similar to** setting an emissions reduction goal or adopting a Complete Streets policy
- **Flexible approach** – choose which areas to focus on
- **No financial commitment** required, aside from staff resources
- **Can set stricter goals** but not weaker ones (e.g., zero deaths or serious injuries by 2030)
- **Can conduct additional planning activities** to refine the plan



Considerations

for Adopting *Vision Zero Greater Portland*

- + **Immediate demonstration** of the City's commitment to road safety
- + **Saves time and resources** – no need to develop a plan from scratch
- + **Enables faster action** on safety improvements
- + **Ensures eligibility for funding** that requires a Vision Zero Action Plan
- **Less tailored** than a Portland-specific plan
- **Includes elements** that may be less relevant to local needs



Questions?

Check out our project website at:

www.VisionZeroGreaterPortland.org



Katie Tims <ktims@portlandmaine.gov>

PD Support for Vision Zero

Cary Tyson <cary@portlandmaine.com>

Mon, Feb 10, 2025 at 11:26 AM

To: rphillips@portlandmaine.gov, Pious Ali <pali@portlandmaine.gov>, abullett@portlandmaine.gov

Cc: Troy Moon <thm@portlandmaine.gov>, Katie Tims <ktims@portlandmaine.gov>

Portland City Council

City Hall

[389 Congress Street](#)

[Portland, ME 04101](#)

Subject: Letter of Support for Portland's Vision Zero Policy

Dear Mayor Dion and Members of the Portland City Council,

On behalf of Portland Downtown, I am writing to express our strong support for the City of Portland's proposed Vision Zero policy. As an organization dedicated to ensuring that downtown Portland is clean, safe, and vibrant for residents, visitors, and businesses, we recognize the critical importance of creating safer streets for all road users—whether walking, biking, driving, or using public transit.

Portland is a city that thrives on its walkability, small businesses, and community-oriented public spaces. However, traffic-related injuries and fatalities remain a pressing concern. Each year, too many pedestrians, cyclists, and motorists suffer preventable harm on our streets, disproportionately affecting our most vulnerable residents, including children, seniors, and those with disabilities. Tragically, we've seen a [few recent examples](#), and numerous examples go unreported.

By adopting a Vision Zero policy, Portland is taking a bold and necessary step toward eliminating traffic-related fatalities and serious injuries through a comprehensive, data-driven, and equitable approach to transportation planning.

A commitment to Vision Zero aligns with our shared goals of fostering a more accessible, inclusive, and economically vibrant city. Safer streets encourage more foot traffic, which directly benefits our local businesses, enhances the livability of our neighborhoods, and promotes greater social interaction. Moreover, prioritizing traffic-calming measures, improved pedestrian and cyclist infrastructure, and evidence-based policy solutions will not only save lives but also strengthen Portland's reputation as a leader in sustainable urban development.

We commend the City of Portland for embracing a proactive, life-saving policy that puts safety at the forefront of transportation planning. Vision Zero is more than an aspirational goal—it is a commitment to equity, innovation, and the well-being of our entire community. We urge you to adopt this policy and to work closely with community organizations, businesses, and residents to implement meaningful changes that will make our streets safer for everyone.

We look forward to supporting the city in this effort and collaborating on initiatives that promote safer, more vibrant public spaces. Thank you for your leadership in prioritizing a safer and more connected Portland.

Sincerely,

Cary Tyson
Executive Director

--

Cary Tyson, [LPM](#)

Executive Director

Portland Downtown

Office: 22 Free Street, Suite 201, Portland, ME 04101

Mail: PO Box 8593, Portland, ME 04104
207.772.6828

[Visit our website](#)

[Like us on Facebook](#)

[Follow us on Instagram, Twitter & LinkedIn](#)

Portland Downtown stimulates a thriving, vibrant, and sustainable downtown community. To learn more, [click here](#).

Looking to book a meeting? Click [HERE](#) for some availability



To: Sustainability and Transportation Committee
Councilor Regina Phillips, Chair

MEETING DATE

February 12, 2025

AGENDA ITEM

Agenda Item #3-B, Portland International Jetport Battery Energy Storage System Project

PURPOSE

Allow the Sustainability and Transportation Committee to review the Battery Energy Storage System (BESS) project proposed for the Portland International Jetport and consider referral of this project to the City Council for a \$4.25 million appropriation from the Jetport’s unrestricted fund balance. The project is supported by electric bill savings (ICAP- Installed Capacity Market, transmission, and distribution) and program payments (Efficiency Maine and direct federal investment tax credit) that result in an estimated payback for the project of 8.7 years.

COMMITTEE WORK PLAN/CITY COUNCIL GOAL ALIGNMENT

This BESS project is an initial step in using energy storage to reduce peak electrical demands in the region and better match electrical production including wind and solar to needed demand through energy storage. This project supports the City Council’s goals outlined in the City’s Climate Action Plan, [One Climate Future](#).

BACKGROUND/ANALYSIS

The proposed project provides for the installation of a 1.9 MW /5 MWhr battery energy storage system (BESS). The BESS will serve two functions:

1. It will allow the Jetport to offset load during the expected peak hours of demand by ISO New England. This allows the Jetport to eliminate loads during 15 of the peak annual demand hours for ISO-New England ICAP. Energy storage systems such as this BESS project will equip the region to take full advantage of non-continuous renewable energy sources such as wind and solar. This will reduce the need for the region to add short term peak demand natural gas and other combustion based short duration standby electrical power plants.
2. It will provide needed electrical system resiliency during utility power outages. The Jetport experienced several utility electrical power interruptions in 2024. The terminal building is equipped with diesel generators, but these only cover life safety and limited operating loads during an outage. This severely limits the ability for the Jetport to conduct passenger operations during an outage. This project will provide full electrical

back-up and resiliency to the portion of the terminal building completed in 2012. This means all airline ticket counters, the TSA security screening checkpoint, boarding bridges at gates 6 - 14, and the outbound baggage handling system will all be supported for up to five hours during a utility outage. Generally utility outages at the Jetport have been less than three hours, but even this relatively short time frame causes significant delays and diversions of flight operations.

FISCAL IMPACT

The \$4.25 million project would be funded from the Jetport's unrestricted fund balance, but will leverage electric bill savings, an Efficiency Maine commercial energy storage systems incentive agreement, and direct federal investment tax credit to achieve an 8.7-year payback on the initial investment. The projected cash flows and payback calculation are provided on the attached project financial proforma and summarized below.

1. The project would be constructed with an immediate investment of \$4.25 million in Jetport funds.
2. Upon completion of construction the Jetport would apply for 30% of project costs totaling \$1.26 million (this could be as high as 40%) in direct reimbursement through the Inflation Reduction Act's provision to support local government investment in clean energy projects. It should be noted that there is some concern that the Trump administration will make changes to this funding.
3. Electrical demand, transmission, and distribution savings over the first ten years of the BESS project operation are estimated to be \$3.2 million

CONCLUSION(S)

This project supports the City's One Climate Future goals and will provide a demonstration project for the region for battery energy storage. Additionally, it provides a significant and important resiliency to the Jetport during utility power outages. Jetport staff fully supports the project and recommends referral by the Sustainability and Transportation Committee to the City Council

PREPARED BY

Paul Bradbury
Airport Director

ATTACHMENTS

Attachment A - Project Financial Proforma
Attachment B - Efficiency Maine Incentive Agreement
Attachment C - Efficiency Maine Incentive Application w/ project details

ATTACMENT A

ASSUMPTIONS

			CMP Transmission (\$/kW-mo)	CMP Jul&Aug Distribution (\$/kW-mo)	ISO-NE Installed Capacity Price (\$/kW-mo)	Year	Energy Capacity	Usable Energy MWh	Tesla Warranty 120 Annual Cycles	Tesla Warranty 250 Annual Cycles
1.00	MW per summer	Efficiency Maine Trust DR Enrollment	\$18.81	\$19.05	\$3.37	1	100.0%	5.00	100.0%	100.0%
0.75	MW per month	Average CMP Demand Charge Reduction	\$19.75	\$19.62	\$4.65	2	96.5%	4.83	96.5%	95.0%
1.00	MW per month	CMP Demand Charge Reduction (Jul-Aug)	\$20.35	\$20.21	\$10.40	3	95.0%	4.75	95.0%	93.0%
1.00	MW per year	Cap Tag Reduction	\$21.16	\$20.82	\$10.61	4	93.5%	4.68	93.5%	91.5%
92%	%	Transmission Success Rate Years 1-10	\$22.01	\$21.44	\$10.82	5	92.5%	4.63	92.5%	90.0%
83%	%	Transmission Success Rate Years 11-20	\$22.89	\$22.08	\$11.04	6	91.5%	4.58	91.5%	88.5%
100%	%	ICAP Success Rate Years 1-10	\$23.80	\$22.75	\$11.26	7	90.5%	4.53	90.5%	87.5%
75%	%	ICAP Success Rate Years 11-20	\$24.75	\$23.43	\$11.48	8	90.0%	4.50	90.0%	86.5%
\$200	\$/kw-season	EMT DR Program Rate Years 1-5	\$25.74	\$24.13	\$11.71	9	89.0%	4.45	89.0%	85.5%
\$35	\$/kw-season	EMT DR Program Rate Years 6-20	\$26.52	\$24.49	\$11.95	10	88.5%	4.43	88.5%	84.5%
95%	%	EMT Average Battery Performance	\$27.18	\$24.86	\$12.19	11	87.5%	4.38	87.5%	83.5%
			\$27.86	\$25.23	\$12.43	12	87.0%	4.35	87.0%	82.5%
5%	%	NPV Discount Factor	\$28.56	\$25.61	\$12.68	13	86.5%	4.33	86.5%	82.0%
			\$29.27	\$26.00	\$12.93	14	86.0%	4.30	86.0%	81.0%
			\$30.00	\$26.39	\$13.19	15	85.5%	4.28	85.5%	80.5%
			\$30.75	\$26.78	\$13.45	16	84.5%	4.23	84.5%	79.5%
			\$31.52	\$27.18	\$13.72	17	83.5%	4.18	83.5%	79.0%
			\$32.31	\$27.59	\$14.00	18	83.0%	4.15	83.0%	78.0%
			\$33.12	\$28.01	\$14.28	19	82.5%	4.13	82.5%	77.5%
			\$33.95	\$28.43	\$14.56	20	82.0%	4.10	82.0%	76.5%

Enrollment No. 1515959

Contract No. 2024 0106

EFFICIENCY MAINE TRUST**INCENTIVE AGREEMENT
Commercial & Industrial Custom Program
Energy Storage Systems**

THIS AGREEMENT is made by and between Efficiency Maine Trust, an independent quasi-state agency of the State of Maine ("Trust") and City of Portland, a body politic and corporate, located in the County of Cumberland, State of Maine federal tax identification number 01-6000032, with a place of business located at 389 Congress Street, Portland, Maine 04101 ("Recipient"). The Trust and the Recipient are each a "Party" and collectively, the "Parties."

WHEREAS, the Trust administers certain funds under programs designed to promote and advance measures, investments, and arrangements in the State of Maine that enhance energy efficiency, reduce electricity consumption, reduce peak demands, and reduce greenhouse gas emissions from fossil fuel combustion;

WHEREAS, the Trust has issued a Program Opportunity Notice ("PON") for funding of certain projects designed to meet specified program criteria (the "Program");

WHEREAS, Recipient has submitted an application in response to a PON for funding of a certain project under the Program (the "Application"), which project is described in the Project Description in Rider A (the "Project");

WHEREAS, the Trust, in reliance upon Recipient's representations contained in the Application and Recipient's covenants and commitments contained in this Agreement, has decided to make an award to Recipient under the Program for implementation of the Project (the "Incentive Award").

NOW, THEREFORE, for valuable consideration, the Parties hereby agree as follows.

1. INCENTIVE AWARD; PROJECT PERIOD; AND FUNDING DISBURSEMENTS.

- 1.1 Relying upon Recipient's representations in its Application and Recipient's compliance with all terms and conditions of this Agreement, the Trust will provide Recipient an Incentive Award as set forth in Rider B hereof for validated reduction in grid-supplied energy resulting from dispatches from Recipient's energy storage system during certain peak demand hours. Recipient acknowledges that payment of Incentive Award amounts is performance-based and that, based on Recipient's performance, the total Incentive Award amount set forth in Rider B may or may not be paid out by the Trust. Incentive Award payments are subject to the terms and conditions of the Program and this Agreement.
- 1.2 This Agreement shall commence on the date of final execution of this Agreement by the Parties and the Project shall be installed and placed into service by June 1, 2026 unless earlier terminated or extended in accordance with the provisions of this Agreement. Subject to the terms of this Agreement, Recipient's Program participation will continue for five (5) June-September performance seasons from the date the Project is placed into service (the "Project Period").
- 1.3 The Incentive Award shall be disbursed to Recipient by the Trust in accordance with the Performance Payment Schedule set forth in Rider B. The Trust's obligation to make payments or disbursements to Recipient is conditioned on Recipient's compliance with all material terms and conditions of this Agreement and the Program, provision of required information, interval data, and reports in accordance with Program requirements set forth in Rider A. Incentive Award amounts will be disbursed for dispatches from Recipient's energy storage system only to the extent supported by interval data.
- 1.4 Recipient acknowledges that payment of the Incentive Award is conditioned on Recipient's assignment to the Trust of capacity resource credits and forward capacity market revenues resulting from the Project.
- 1.5 By submitting or transmitting any data, documents, or information, Recipient is representing that such data, documents, and information are accurate. By paying all or a portion of any Incentive Award, the Trust does not waive its right to recover any payment later determined to be improper or not allowable under this Agreement.

2. STANDARDS OF PERFORMANCE.

2.1 Recipient shall, and shall cause its contractors to, perform all work and services in connection with the Project in a timely, professional, and workmanlike manner. Recipient shall perform, or cause to be performed, all work and services in accordance with the Program and Project Description.

2.2 Recipient shall be responsible to furnish or arrange for all qualified personnel, facilities, equipment, materials and services as necessary for the installation and performance of the energy storage system and shall provide and maintain competent and adequate supervision of the Project to ensure that all work and services conform to the Project Description.

2.3 Recipient shall, and shall ensure that its contractors, abide by and conform to applicable state, federal, and local laws, ordinances, rules, regulations, and standards in the performance of this Agreement and execution of the Project.

2.4 Recipient shall keep the Trust apprised of all material developments in connection with the Project and shall consult and coordinate with the Trust, through its Agreement Administrator, as necessary in the performance of the Project. The Trust reserves the right to monitor Recipient's performance of this Agreement, including the performance of any contractor, in order to verify compliance.

2.5 The Trust does not make any representations of any kind regarding the results to be achieved by the Project or the adequacy or safety of such measures. The Trust does not endorse, guarantee, or warrant any particular vendor, contractor, manufacturer or product, and it provides no warranties, express or implied, for any product or services. Neither the Trust nor its consultants are responsible for assuring that the design, engineering, or construction of the Project or installation of the energy efficiency and conservation measures is proper or complies with any particular laws, codes, or industry standards. Recipient is solely responsible for the design and implementation of the Project.

3. RECIPIENT REPRESENTATIONS AND RESPONSIBILITIES.

3.1 Recipient acknowledges that funding of the Incentive Award is provided for specified energy usage reductions according to the Program requirements and all applicable regulations. Recipient shall abide by the terms of this Agreement, including the terms and conditions contained in any Riders appended hereto.

3.2 All requirements, restrictions and obligations regarding the receipt and use of Program Incentive Awards are deemed incorporated in this Agreement and Recipient agrees to comply with all such requirements, restrictions and obligations.

3.3 Recipient represents that it is authorized to conduct business in the State of Maine and that it shall maintain its good standing throughout the term of this Agreement. Recipient represents that it has all requisite power and authority to execute this Agreement and perform the Project and that the execution and delivery of this Agreement and the performance of the Project have been duly authorized by all necessary action of its shareholders, directors, trustees, partners, members, or managers as appropriate.

3.4 Recipient represents that it is eligible to receive the Incentive Award and that it is not suspended, debarred or disqualified from receiving state contracts, grants, awards or other appropriations.

3.5 Recipient represents that it has filed all federal and state tax returns and reports as required by law and has paid all taxes, assessments and governmental charges due, except those contested in good faith in a proceeding with the assessing authority.

3.6 Recipient has disclosed any relationship, direct or indirect, between Recipient, its officers, directors, trustees, partners, members, managers, or employees, and the Trust or State that could reasonably give rise to a conflict of interest.

3.7 There has been no material adverse change in the business, operations, or financial condition of Recipient, or in the matters described in the Application pertaining to the Project, since the submission of the Application. Recipient represents that neither the Application, nor any document, report, or certification given by Recipient in connection with this Agreement or the Project contains any untrue statement of material fact or any knowing omission of material fact.

3.8 Recipient shall notify the Trust of any material change in Recipient's legal status, financial status, corporate status, or compliance status with applicable laws, or any other change in status of the Project that could have a material adverse effect on Recipient's ability to complete and implement the Project as described in Recipient's Application and this Agreement.

3.9 Recipient shall provide such documents and information and execute any additional documents, disclosures, certifications and statements of compliance as may be required under state or federal law or regulation, or as may be reasonably requested by the Trust in order to ensure compliance with applicable law or full performance of this Agreement.

3.10 Recipient acknowledges that a breach of any representation contained herein or the provision of any false or misleading information or knowing omission of material information in connection with the Project, whether by Recipient or its agents, may result in termination and revocation of the Incentive Award, require the immediate reimbursement of any Incentive Award amounts previously disbursed, and may result in Recipient's suspension or debarment from participation in Trust programs.

3.11 Recipient's representations constitute continuing representations.

4. SUSPENSION OF INCENTIVE AWARD.

4.1 The Trust may suspend Incentive Award disbursements and payments to Recipient for any of the following reasons:

- (i) Recipient's failure to comply with the terms and conditions of this Agreement, including any representation or covenant contained herein;
- (ii) Recipient's failure to execute the Project with due diligence, or to achieve an agreed Project milestone; or
- (iii) A material adverse change in Recipient's legal, business, or financial status.

4.2 The Trust shall provide Recipient with written notice of its decision to suspend Incentive Award disbursements and payments under this provision and shall provide Recipient with an explanation of the reasons therefor. The Trust shall specify the remedial actions that the Recipient must complete to successfully secure reinstatement of the Incentive Award.

5. TERMINATION OF AGREEMENT.

5.1 The Trust may declare Recipient to be in default of this Agreement upon the occurrence of any of the following events or circumstances ("Events of Default"):

- (i) Recipient's material breach of any representation, covenant, condition, or obligation under this Agreement;
- (ii) Recipient's violation of law;
- (iii) Recipient's failure to make regular and substantial progress toward the performance and completion of the Project;
- (iv) Recipient's failure to provide any periodic or final reporting or accounting as required under this Agreement or applicable law;
- (vi) Recipient's insolvency, receivership, assignment for the benefit of creditors, foreclosure, or voluntary or involuntary bankruptcy; or
- (vii) Any event of default identified elsewhere in this Agreement.

5.2 Without prejudice to any other rights or remedies, the Trust may terminate this Agreement upon any Event of Default by providing Recipient with thirty (30) days written notice of the Trust's intent to terminate, and the grounds therefor. Termination shall occur if any Event of Default remains fully or partially uncured thirty (30) days after the Trust has provided Recipient with the written notice of intent to terminate. The Trust shall have no further obligation to Recipient after termination.

5.3 Notwithstanding anything to the contrary in this Agreement, the Trust may terminate this Agreement, in whole or in part, in its discretion and without penalty, in the event that funds are de-appropriated, re-allocated, or restricted, the

Trust's authorization to operate or administer the Agreement or the relevant program or project is withdrawn or curtailed, there is a material change in project or program conditions, or there is a material change in legislation affecting the Trust's authority or operations.

5.4 The Trust reserves all rights and remedies available at law or in equity in the event of a breach of this Agreement by Recipient including, without limitation, the right to demand reimbursement of all Incentive Award funds disbursed under this Agreement and, upon such demand, Recipient shall immediately so reimburse the Trust. Without limiting the foregoing, in the event of Recipient's breach or default, Recipient shall pay on demand all of the Trust's costs, fees (including attorney and paralegal fees and disbursements, including such fees or disbursements arising in any bankruptcy case or proceeding), expenses, and damages of any kind incurred by or imposed on the Trust in connection with or as a consequence of Recipient's breach of this Agreement. The various rights, remedies, options and elections of the Trust in this Agreement are cumulative and not exclusive of any other right, remedy, or power allowed or available at law or in equity.

5.5 The Recipient may terminate this Agreement, in whole or in part, for good cause, including but not limited to, loss of personnel or funding to provide the services hereunder, upon no less than thirty (30) days prior written notice to the Trust.

6. MISCELLANEOUS PROVISIONS.

6.1 This Agreement shall be governed in all respects by the laws, statutes, and regulations of the State of Maine. Any legal proceeding instituted by the Trust or Recipient regarding this Agreement shall be brought in State of Maine administrative or judicial forums.

6.2 All terms of this Agreement are to be interpreted in such a way as to be consistent at all times with the other terms of this Agreement to the extent possible. The invalidity or unenforceability of any particular provision or part thereof of this Agreement shall not affect the remainder of said provision or any other provisions, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision or part thereof had been omitted.

6.3 This Agreement, along with the Riders and other provisions expressly incorporated herein, contains the entire Agreement of the Parties, and neither party shall be bound by any statement or representation not contained herein or in a written amendment or change order signed by the Trust. This Agreement, and the rights and obligations hereunder, shall inure to the benefit of the Parties and their permitted assigns. No waiver shall be deemed to have been made by any of the Parties unless expressed in writing and signed by the waiving party. The Parties expressly agree that they shall not assert in any action relating to the Agreement that any implied waiver occurred between the Parties which is not expressed in writing. The failure of any Party to insist in any one or more instances upon strict performance of any of the terms or provisions of the Agreement, or to exercise an option or election under the Agreement, shall not be construed as a waiver or relinquishment for the future of such terms, provisions, option or election, but the same shall continue in full force and effect, and no waiver by any Party of any one or more of its rights or remedies under the Agreement shall be deemed to be a waiver of any prior or subsequent rights or remedy under the Agreement or at law.

6.4 The following Riders are attached to and made part of this Agreement:
 Rider A – Project Description and Project Development Milestones
 Rider B – Performance Payments
 Rider C – General Terms and Conditions
 Rider D – PON-EM-005-2024 v2

6.5 All progress reports, correspondence and related submissions from the Recipient shall be submitted to:

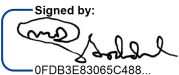
Name: Jesse Remillard
 Title: Senior Program Manager
 Efficiency Maine Trust
 Address: 168 Capitol Street, Suite 1
 Augusta, Maine 04330-6856
 Telephone: (207) 368-2558
 E-mail: jesse.remillard@efficiencymaine.com

This individual is designated as the Agreement Administrator on behalf of the Trust for this Agreement, except where specified otherwise in this Agreement or as replaced by the Executive Director of the Trust. The Agreement Administrator shall be the Trust's representative during the Project Period. He/she has authority to curtail services if necessary to ensure proper execution and compliance. He/she shall certify to the Trust when payments under the Agreement are due and the amounts to be paid. He/she shall make decisions on all claims of the Recipient, subject to the approval of the Executive Director of the Trust.


6.6. All notices under the Agreement shall be deemed to have been duly given and delivered: (i) upon delivery, if delivered by hand, (ii) three (3) business days following posting, if sent by registered or certified mail, return receipt requested, or (iii) one (1) business day after dispatch if sent overnight or next day delivery by national courier service, such as FedEx or UPS, with tracking receipt.

IN WITNESS WHEREOF, the Trust and Recipient have executed this Agreement through their authorized representatives.


EFFICIENCY MAINE TRUST

By:  Signed by:
0FDB3E83065C488
Michael Stoddard, Executive Director
Date: 11/5/2024

CITY OF PORTLAND

By:  DocuSigned by:
A4546612E752416
Danielle P. West, City Manager
Date: 11/5/2024

Approved as to form:

 Signed by:
249789939A414E0
City Corporation Counsel's Office

Approved as to funds:

 DocuSigned by:
C62E86EC92754E7
City Finance Director

RIDER A**PROJECT DESCRIPTION AND PROJECT DEVELOPMENT MILESTONES**

Recipient shall implement and perform the Project in accordance with the requirements of PON-EM-005-2024 v2, a copy of which is attached herewith as **Rider D**.

The Recipient will install a battery energy storage system (BESS) to reduce facility demand during summer peak demand periods. The BESS will be a non-export system installed at the Portland International Jetport.

Recipient will install the Project specified in its Program application as approved by the Trust, subject to any modifications as may be approved by the Trust (such approval not to be unreasonably withheld). At a minimum the Project must satisfy the following base criteria:

- The Project must be interconnected behind-the-meter;
- The Recipient's facility served by the BESS must be located in Maine and have an account with a Maine electric utility;
- The BESS capacity must be at least 20 kW;
- The Recipient's facility must have a peak electric demand greater than the total demand reduction anticipated from the BESS, unless otherwise approved by the Trust;
- The BESS must be able to collect and transmit 15-minute interval data;
- The system must be designed to maintain a minimum 80% battery round-trip efficiency;
- The BESS must carry at least a 10-year manufacturer's warranty;
- The BESS must be UL-listed or certified by another nationally recognized testing lab and be recognized as meeting all safety requirements; and,
- The BESS and its components must comply with all manufacturer installation requirements, applicable laws, regulations, codes, licensing, and permit requirements.

RESERVATION OF AWARD; PROJECT DEVELOPMENT MILESTONES. The Trust agrees to reserve the award for a period of two (2) years from the date of final execution of this Agreement by the Parties, unless extended, for anticipated payment of Incentive Awards to Recipient under this Agreement. This period shall be extended day for day to account for any implementation delays that are outside of Recipient's reasonable control, including but not limited to Central Maine Power Company's and ISO New England's timeline to complete the required interconnection studies for the Project, but in no event greater than three (3) years from the date of final execution of this Agreement by the Parties, unless otherwise agreed by the Trust in its sole discretion. Reservation of the incentive award is dependent on Recipient providing quarterly (calendar) progress updates and meeting certain specified progress milestones as set forth below unless the reason for delay is promptly communicated to and approved by the Trust. For the avoidance of doubt, the Trust has no obligation to continue to reserve the Award, if Recipient fails to satisfy the prescribed milestones within the prescribed periods.

Project Development Milestone 1:

Within 60 days of Project approval, the following must be submitted to the Trust:

1. Copy of utility interconnection application and confirmation of receipt from the utility;
2. Letter of intent detailing Recipient's financing plan for the system; and,
3. Copy of preliminary system design.

Project Development Milestone 2:

Within 180-365 days of Project approval, the following must be submitted to the Trust:

1. Proof of equipment purchase orders;
2. A completed building permit and electrical permit application;
3. A completed fire permit application (if applicable); and,
4. Proof of payment of the cost of interconnection upgrade costs (if applicable).

Project Development Milestone 3:

Within 365 to 730 days of Project approval, the following must be submitted to the Trust:

1. Local building department approval and electrical permit approval;
2. Fire department approval (if applicable);
3. Utility interconnect permission to operate letter;

4. Submission of the final as-built electrical drawing stamped by a Maine Professional Engineer (PE) and electrical inspection certificate;
5. The total installed project cost;
6. The decommissioning plan;
7. Evidence of applicable UL certifications for system equipment
8. All required safety certifications; and,
9. A commissioning report documenting the results of commissioning in accordance with manufacturer specifications.

Project Development Milestone 4:

The Recipient is responsible for purchasing and installing revenue grade metering capable of collecting 15-minute interval data. The metering location should be at the inverter unless the Trust agrees in writing to locating the point of metering elsewhere. Metered data points should include at a minimum:

- Average real power or kWh
- Voltage
- Current
- Power factor

Following commissioning, the Trust will require a minimum of fifteen (15) three (3)-hour BESS dispatches per summer season when electricity demand on the ISO-NE grid is at peak demand conditions. Timing of the BESS dispatch events are the sole responsibility of the Recipient and will not be dictated by the Trust. The goal of the Program is to reduce Recipient's facility electric load during the ISO-NE peak system hour or the installed capacity (ICAP) hour.

RIDER B**PERFORMANCE PAYMENTS**

Incentive Award: Up to \$1,250,000 at \$200 per kW for 5 years of verified BESS dispatch during ISO-NE peak load summer periods and in accordance with the Program terms (Based on an enrolled capacity of 1,250 kW and subject to adjustment as provided in the Agreement).

The Trust will provide an incentive award equal to \$200 per kW of validated reduction in grid-supplied energy if the BESS was dispatched during summer hours targeting the ISO NE ICAP hour. The system must be deployed at least 15 times per summer season (June, July, August, and September). To qualify for the performance payment, a dispatch must be at least three (3) hours long and cover at least one hour during which ISO-NE hourly load is within 15% of the peak summer hourly load.

PERFORMANCE PAYMENTS. The Trust will disburse any earned Incentive Award to the Recipient each year in the fourth quarter for up to 5 annual payments after review of each annual performance period from June through September. Each annual payment will be \$200 per kW of validated average demand reduction over 15 qualifying 3-hour deployments up to \$250,000. Recipient performance will be measured by interval data collected at the BESS inverter or through the BESS management system utilizing the revenue grade metering installed by Recipient.

AVERAGE DEMAND REDUCTIONS. Validated average demand reductions will be based on 15-minute interval data. Recipient must provide this data for each June-September performance period during the Project Period in order to qualify for each annual payment. Validation of the average demand reductions will consist of determining the 15 qualifying deployments with the highest average kilowatt impact over a 3-hour period.

QUALIFYING DEPLOYMENTS. Qualifying deployments will be determined as those that occur when ISO-NE hourly load is within 15% of the highest hourly load over the summer performance period. Each dispatch must be at least three (3) hours. Qualifying deployments must also achieve at least 50% of the enrolled kW capacity over an hour that ISO-NE load is found to be within 15% of the peak summer hourly load.

Recipient is responsible to provide the Trust with reasonably complete and accurate 15-minute interval data for both the BESS and the Recipient facility load for the performance period (June 1-September 30) at the conclusion of each performance period during the Project Period, and no later than October 15. For the avoidance of doubt, Incentive Award amounts shall be disbursed only for reductions in grid-supplied energy resulting from dispatches from Recipient's energy storage system during certain peak demand hours that are supported by interval data. Claimed BESS dispatches unsupported by corresponding interval data will not be compensated.

Following an evaluation of the interval data submitted by Recipient each year, the Trust will verify performance and calculate incentives that may have been earned during the subject performance period. The Trust will calculate incentives by taking the average performance of the dispatched energy storage capacity across all fifteen (15) dispatch events using 15-minute interval data. Only qualifying deployments, as described above, will be eligible. The Trust will discard dispatch events from the incentive calculation where those events occur when ISO-NE load is not within 15% of the peak monthly load. For example, if the BESS dispatched 6 times in June, and 2 events occurred when ISO-NE was *not* within 15% of the summer peak load, there would be only 4 qualifying dispatch events for the month. Once performance has been verified and incentives calculated for the subject performance period, the Trust will make payment of the earned Incentive Award for the performance period during the fourth quarter of the same year as the measured performance period. Late or incomplete data submission by Recipient will result in a delay in payment of any earned Incentive Award.

Timestamped BESS interval data must be submitted by Excel spreadsheet to the Trust's contact listed in the Agreement for the purpose of the performance evaluation. At a minimum, the datapoints shown under Milestone 4 in Rider A must be included.

Payments are subject to the Recipient's compliance with all terms set forth in this Agreement and subject to the availability of funds. All payments are subject to reimbursement by Recipient in the event of a breach of the Agreement.

RIDER CGENERAL TERMS AND CONDITIONS

1. INDEPENDENT CAPACITY. Recipient is an independent party and is not an agent or representative of the Trust. Recipient has no authority to represent or bind the Trust in any manner. Recipient shall be solely responsible for the performance of the Project and the conduct of its employees, agents, and contractors. Recipient shall be solely responsible for the payment of wages and benefits to its employees and the payment of contract and service fees to its contractors and vendors and for all associated tax withholding and reporting obligations.
2. ASSIGNMENT. Recipient shall not assign or otherwise transfer or dispose of its rights, interest, duties or obligations under this Agreement, including any right or interest in the efficiency measures or Equipment funded with the Incentive Award, without the prior express written consent of the Trust, which consent may be granted, denied, or conditioned in the Trust's reasonable discretion. Any purported transfer or assignment without prior written consent of the Trust shall be null and void.
3. EQUAL EMPLOYMENT OPPORTUNITY; NON-DISCRIMINATION. During the performance of this Agreement, Recipient shall abide by all applicable equal employment opportunity and nondiscrimination statutes, regulations, and orders including, without limitation, the Maine Human Rights Act. To the extent applicable, the provisions of 5 MRSA §784 are incorporated herein by reference and Recipient shall cause the such provisions to be inserted in any contract or subcontract for any work covered by this Agreement so that such provisions shall be binding upon each contractor or subcontractor.
4. EMPLOYMENT AND PERSONNEL; STATE EMPLOYEES NOT TO BENEFIT. Recipient shall not engage any person in the employ of the Trust or any State department or agency in a position that would constitute a violation of 5 MRSA § 18-A (Conflicts of Interest in Contracts with State) or 17 MRSA § 3104 (Conflicts of Interest in State Purchases). No individual employed by the Trust or the State at the time this Agreement is executed or any time thereafter during the Project Period shall be admitted to any share or part of this Agreement or to any benefit that might arise therefrom that would constitute a violation of 5 MRSA § 18-A or 17 MRSA § 3104. Recipient shall not engage on a full-time, part-time or other basis during the Project Period any other personnel who are or have been at any time during the Project Period in the employ of the Trust or any State department or agency, except regularly retired employees, without the written consent of the Executive Director of the Trust. Recipient shall not engage on this Project on a full-time, part-time or other basis during the Project Period any retired employee of the Trust who has not been retired for at least one year, without the written consent of the Executive Director of the Trust.
5. NO SOLICITATION WARRANTY. Recipient warrants that it has not employed or contracted with any company or person, other than for assistance with the normal study and preparation of a proposal, to solicit or secure this Agreement and that it has not paid, or agreed to pay, any company or person, other than a bona fide employee working solely for Recipient, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon, or resulting from the Incentive Award or this Agreement.
6. LOBBYING. No State-appropriated funds shall be expended by the Recipient for influencing, or attempting to influence, an officer or employee of any agency, a member of the State Legislature, an officer or employee of the State Legislature, or an employee of a member of the State Legislature, in connection with the awarding of any agreement, the making of any grant or award, the entering into any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any agreement, grant, award, or cooperative agreement.
7. RECORD RETENTION AND INSPECTION. Recipient shall make and retain all such documents and records necessary to establish proper performance of the Project and to support all invoices and requests for payment under this Agreement. Recipient shall retain all project records (including financial records, progress reports, service, equipment, and material orders, invoices, evidence of payment, and payment and reimbursement requests) for a minimum of three (3) years following the expiration or termination of this Agreement. Recipient shall permit the Trust or its authorized representatives to examine such records and to interview any officer or employee of Recipient or any of its contractors regarding the work performed under this Agreement. Recipient shall furnish copies of all such records upon request.

8. ACCESS TO PUBLIC RECORDS. As a condition of accepting any public funds under this Agreement, Recipient hereby acknowledges and agrees that documents and information relating to Recipient's project, the Incentive Award and this Agreement, other than information designated confidential by statute, may be treated as public records under the freedom of access laws. The Trust requires transparency on how funds are managed, awarded, and spent. Accordingly, subject to the foregoing limitation on designated confidential information, Recipient hereby agrees to permit disclosure of information about Recipient's project and how Incentive Awards and Program funds were awarded and spent.
9. COMPLIANCE WITH LAW. Recipient shall comply with all applicable laws, rules, regulations and ordinances in the performance of this Agreement. Recipient is responsible to obtain and maintain all permits, licenses, and other approvals as may be required under applicable laws for implementation of Recipient's project and the performance of any work or services under this Agreement.
10. INDEMNIFICATION. Recipient agrees, to the extent of its insurance coverage, to indemnify, defend and save harmless the Trust and its officers, directors, trustees, agents and employees from and against any and all demands, suits, actions, claims, injuries, liabilities, losses, damages, costs, fees, and expenses (including attorney fees and legal expenses and the costs of enforcing any right to indemnification under this Agreement) made against or suffered or incurred by the Trust resulting from or arising out of Recipient's performance of this Agreement, the Project, or the installation or operation of the equipment or efficiency measures for which an incentive or award is provided by the Trust. Recipient's indemnity obligations shall not apply to the extent of the Trust's direct negligence.
11. NOTICE OF CLAIMS. Recipient shall give the Agreement Administrator immediate notice in writing of any legal action or suit filed related in any way to the Agreement or which may affect the performance of the Agreement or the Project, and prompt notice of any claim made against the Recipient by any contractor or vendor which may result in litigation related in any way to the Agreement or which may affect the performance of duties under the Agreement.
12. APPROVAL. This Agreement must have the written approval of the Executive Director of the Trust before it can be considered an enforceable contract binding on the Trust.
13. TAXES. Recipient shall be solely responsible for the determination and payment when due of all taxes that may be due in connection with the Incentive Award and the Project.
14. INSURANCE. Recipient shall maintain general liability insurance during the Project Period through Maine Municipal Association's (MMA) risk pool, subject to the Maine Tort Claims Act, and upon request, shall provide the Trust with a Certificate of Membership demonstrating proof of coverage, which shall satisfy the requirements of this section.
15. NON-APPROPRIATION. Notwithstanding any other provision of this Agreement, if the Trust does not receive sufficient appropriations to fund this Agreement, if funds are de-appropriated or re-allocated, or if the Maine State Legislature, the Maine Public Utilities Commission, or a state or federal court restricts or divests the Trust of its authority to expend funds, then the Trust will be relieved of any obligation to make further payments under this Agreement.
16. FORCE MAJEURE. The obligations of each party under this Agreement shall be excused for the duration of any Force Majeure Event that prevents a Party's ability to perform such obligations. A "Force Majeure Event" shall mean an act of God, act of war, riot, fire, explosion, flood or other catastrophe, or other condition or circumstance beyond the reasonable control of a Party and which could not reasonably be avoided by the Party claiming Force Majeure. The Party claiming Force Majeure shall notify the other Party upon the occurrence of a Force Majeure Event that will or is expected to prevent performance under this Agreement. The Trust may terminate this Agreement if a Force Majeure Event lasts more than 90 days.
17. SET-OFF RIGHTS. Without limiting any other right or remedy, the Trust shall have all common law, equitable, and statutory rights of set-off. These rights shall include, but not be limited to, the Trust's option to withhold for the purposes of set-off any monies due to Recipient under this Agreement up to any amounts due and owing to

the Trust with regard to this Agreement or any other agreement between Recipient and the Trust, including any agreement for a term commencing prior to the term of this Agreement.

18. RESERVATION OF IMMUNITIES; DAMAGE LIMITATION: The Trust is a quasi-state agency and governmental entity and expressly retains all defenses to, immunities from, and limitations of liability. Nothing in this Agreement is intended, nor shall be construed, to constitute a waiver of any defense, immunity, or limitation of liability that may be available to the Trust or Recipient, or to any of its officers, agents or employees, pursuant to the Eleventh Amendment to the Constitution of the United States of America, the Maine Constitution, the Maine Tort Claims Act (14 M.R.S.A. § 8101 et seq.), or any other state or federal statute or the common law. Except to the extent of any indemnity obligation of Recipient under this Agreement, in no event shall either Party be liable to the other Party, or any person or entity claiming through such Party, for indirect, incidental, special, or consequential damages of any kind, all of which are expressly waived by the Parties.
19. NO THIRD-PARTY RIGHTS. No person or entity that is not a party to this Agreement may assert any right or make any claim under this Agreement.
20. EFFICIENCY MAINE LOGO; PUBLIC DISCLOSURE. The “Efficiency Maine” name and logo are registered trademarks of the Trust. The Trust grants Recipient a limited, revocable, non-exclusive license to use the Efficiency Maine logo in connection with the Project to publicly acknowledge the Trust’s funding and participation in the Project. Any such use must be in strict accordance with the Trust’s design, image, and placement standards. The license to use the “Efficiency Maine” marks is revocable by the Trust at any time.
21. ENERGY DATA. Recipient grants the Trust and its agents access to its utility data and energy usage information as reasonably necessary in connection with the Project and the Program. Recipient authorizes the Trust and its agents to access facilities and records to collect, copy, and review data needed to measure and verify energy usage, electricity savings, fuel reductions, and Equipment performance (this may include but is not limited to utility bills, metering data, facility equipment surveys, information on operational practices, and site occupancy levels). Upon request, Recipient agrees to provide the Trust or its agents associated data from a period prior to the start of the Project as necessary to establish baseline energy and/or fuel use and costs.
22. INFORMATION IN SUPPORT OF THE PROGRAM. The Trust is required to report on use of and the performance of energy efficiency and conservation programs and projects. Information from these reports may be made available to the public. Recipient agrees to cooperate with the Trust on such reporting and shall provide information related to the award, this Agreement, the Project, and any related agreement as requested or required by the Trust to meet its obligation to provide accurate, complete, and timely information to the public, to meet the Program reporting requirements, and/or to comply with state or federal law or regulation.
23. SITE VISITS. The Trust has the right to make site visits at reasonable times to review Project progress, performance, and operation. Recipient shall provide reasonable access to facilities, resources, and assistance for the safety and convenience of the Trust and its representatives to perform their duties. All site visits will be performed in a manner that does not unduly interfere with or delay the work or operations of Recipient or its contractors. Site visits shall be subject to Recipient’s reasonable facility access, safety, security, and confidentiality policies.
24. MEASUREMENT AND VERIFICATION. Recipient shall allow independent third-party verification of Project installation and performance under terms as may be reasonably established by the Trust. Recipient shall work in good faith with the Trust to develop a measurement and verification plan designed to assess the performance of the Equipment and achievement of Project and Program goals. Recipient shall conduct and cooperate in such auditing and reporting as may be necessary to assess performance of the Project and shall provide information as may be necessary or useful for such purposes.
25. CAPACITY RESOURCES; CREDITS; FORWARD CAPACITY REVENUE. It is understood that the Project is intended to achieve certain energy efficiencies, reductions in fuel usage, and reductions in electricity consumption and that the Project may produce or result in certain marketable or tradable credits, benefits, and proceeds, including energy efficiency capacity resources, renewable energy credits, and forward capacity market credits, payments, or revenues (collectively, the “Capacity Resources, Credits and Revenues”). In consideration of the Incentive Award, and unless otherwise expressly agreed in writing by the Trust, the value of all such Capacity

Resources, Credits and Revenues produced or resulting from the Project for the expected lifetime of the equipment and measures installed or implemented under this Agreement shall be deemed owned by the Trust and the Trust shall have the sole right to bid, trade, transfer, sell, assign, use, and apply all such Capacity Resources, Credits and Revenues for the benefit of the Trust and the programs administered by the Trust under the Efficiency Maine Trust Act. Recipient hereby transfers and assigns to the Trust all of Recipient's right, title, and interest in such Capacity Resources, Credits and Revenues. For avoidance of doubt, the BESS will not be registered with a capacity supply obligation.

26. VENDOR OR CONTRACTOR SELECTION. Recipient may select any vendor or contractor to provide the equipment and perform the work for the Project. Recipient is solely responsible for management of its Project vendors and contractors.
27. ADDITIONAL CONTRACTING REQUIREMENTS. All requirements, restrictions and obligations regarding the use of State or Trust funds and Incentive Awards are deemed incorporated in this Agreement to the extent necessary to ensure compliance with applicable law. Any alterations, additions, or deletions to the terms of the Agreement that are required by changes in law or regulation governing the use of State or Trust funds or Incentive Awards are automatically incorporated in the Agreement without the necessity of a formal written amendment. Recipient agrees to comply with all such requirements, restrictions and obligations and shall cause its contractors to comply with all such requirements, restrictions and obligations.
28. SURVIVAL. The terms, conditions and obligations in this Agreement which by their nature or intent continue beyond termination or expiration of this Agreement, including, without limitation, provisions regarding document retention, audit, site visits, reporting, use and performance of the funded equipment and measures, indemnity and remedies, shall survive the termination or expiration of this Agreement.

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**EFFICIENCY MAINE TRUST
PROGRAM OPPORTUNITY NOTICE**

Energy Storage System Program

PON EM-005-2024 v2

**Opening: July 1, 2023
Closing: Per Program Availability**

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Section 1: PON INFORMATION AND INSTRUCTIONS

1.1 Purpose of This Application Request

Through this competitive Program Opportunity Notice (PON), the Efficiency Maine Trust (the Trust) is seeking applications from demand metered customers in Maine with the goal of installing and dispatching energy storage systems (ESS) to reduce load during ISO-New England peak load conditions. The Trust will refer to this as the Energy Storage System Program Opportunity Notice (this PON). Projects awarded through this PON will be supported with funds from Electric Efficiency Procurement.

1.2 Program Description

The Trust is seeking applications from customers with demand meters to install and dispatch energy storage during ISO-New England peak summer load conditions. The Trust will require participants awarded under this PON to remain active in the program for a minimum of 5-years. Incentive awards will be \$200 per kW (per year for 5 years) of verified ESS dispatch during ISO-New England peak summer load conditions. Incentives will be issued following a performance evaluation period each fall for the 5-year commitment period. After the 5th year of participation, the customer will be eligible to apply for the incentive rate (if any) offered by the ESS PON in effect at the time on a year-to-year basis.

Annual incentive awards are anticipated to be capped at \$600,000 per year per project and \$3,000,000 over five years per project. Eligible systems must be at least 20 kW in size.

For incentive award consideration, applicants must submit a timely and complete application for an eligible project that satisfies the criteria and requirements set forth in this PON.

1.3 Contact Person

The Trust encourages any applicant who has interest in this PON to contact the Trust. The Trust's designated contact for this PON is as follows:

Jesse Remillard, Senior Program Manager
Efficiency Maine Trust
168 Capitol Street, Suite 1
Augusta, ME 04330-6856
jesse.remillard@efficiencymaine.com
(207) 368-2558

1.4 Program Term and Schedule

The Trust will accept applications to PON EM-005-2024 starting on July 1, 2023. This PON will close upon the full commitment of all available funds. The Trust will review applications periodically and make awards to applicants who meet the criteria set forth within this PON.

1.5 Efficiency Maine Trust Rules

Notwithstanding anything to the contrary in this PON, all applications submitted in response to this PON, and any incentive award resulting from this PON, shall be subject to all applicable rules and regulations of the Efficiency Maine Trust. See *State of Maine Rules Chapters for Independent Agencies*, 95-648 Efficiency Maine Trust.

Section 2: PROJECT ELIGIBILITY

2.1 Award Limitations

The Trust has budgeted a total of \$5,000,000 to be available for qualifying projects submitted under PON EM-005-2024. To ensure diversity of participants and minimize program non-performance risk, there is an annual performance incentive limit of \$600,000 per site per year, not to exceed \$3,000,000 per site over five years. The Trust will guarantee performance incentive eligibility providing that the project continues to demonstrate project milestone completion as described in [Section 5.2](#).

The incentive limit applies to single entities or multiple entities that are part of an affiliated group of companies under common ownership or control. Funds received through the Custom Electric PON EM-001-2024, Custom Thermal PON EM-002-2024, Custom Distributed Generation PON EM-003-2024 or through the Trust's Commercial and Industrial (C&I) Prescriptive Program for other projects will not be considered toward this cap.

2.2 Performance Incentives

Events

The Trust will require a minimum of fifteen (15) three-hour ESS dispatches per summer season when electricity demand on the ISO-New England grid is at peak demand conditions. Timing of the ESS dispatch events are the sole responsibility of the participant and will not be dictated by the Trust. The goal of the program is to reduce facility electric load during the ISO-New England peak system hour or the installed capacity (ICAP) hour.

Incentives

The Trust will provide an incentive award equal to \$200 per kW of validated reduction in grid-supplied energy if the ESS was dispatched during summer hours targeting the ISO NE ICAP hour. The system must be deployed at least 15 times per summer season (June, July, August, and September). Conditions of the performance payment are:

- Each dispatch must be at least 3 hours.
- ISO NE load must be within 15% of the peak summer load for the discharge event to qualify.

Following an evaluation period in the early fall, the Trust will verify performance and calculate incentives. The Trust will calculate incentives by taking the average performance of the dispatched energy storage capacity across all fifteen (15) dispatch events using 15-minute interval data. The Trust will discard dispatch events from the incentive calculation where those events occur when ISO NE load is not within 15% of the peak monthly load. For example, if the ESS dispatched 6 times in June, and 2 events occurred when ISO NE was not within 15% of the summer peak load, there would be 4 qualifying dispatch events for the month.

Data Requirements

Customer performance will be measured by interval data collected at the ESS inverter or through the ESS management system. All participants are required to install revenue grade metering capable of providing 15-minute interval data. The Trust must have access to this data to complete performance validation. The cost for any metering equipment and data collection capability required to partake in this PON is the responsibility of the customer. For purposes of the performance evaluation, the following data must be provided:

Energy Storage System Program**PON EM-005-2024 v2**

- 15 min interval data of battery activity for the months of June, July, August, and September.
- 15 min interval data of facility load for the months of June, July, August, and September.

Incentive Distribution

Incentives will be distributed in the fall after performance is validated. A notification of the incentive award will be sent to each participant. This process will take place each fall for a total of five years. The Trust will reserve the right to delay incentive payments due to issues such as missing interval data or abnormalities in event performance that necessitate further data review.

2.3 Eligible Projects

The following are requirements for projects to be eligible for funding under this PON:

- The ESS has yet to be installed;
- The project will be interconnected behind-the-meter;
- The facility must be located in Maine and have an account with a Maine electric utility;
- The ESS will range in capacity from approximately 20 kW to 3,000 kW;
- The facility must have a peak electric demand greater than the total demand reduction anticipated from the ESS;
- The ESS must be able to collect and transmit 15-minute interval data;
- An application must be approved by the Trust prior to participation;
- All systems must be designed to maintain a minimum 80% battery round-trip efficiency;
- The energy storage technology must carry at least a 10-year manufacturer's warranty;
- The energy storage technology must be UL-listed or certified by another nationally recognized testing lab and be recognized as meeting all safety requirements; and,
- The system and its components must comply with all manufacturer installation requirements, applicable laws, regulations, codes, licensing, and permit requirements.

Payments awarded under this PON are intended to influence the participation of projects that the applicant would not otherwise implement if not for the incentive.

2.4 Ineligible Projects

The following projects are not eligible for funding under this program:

- Systems configured for grid export;
- Participants without the required interval metering and data transmission capability;
- Electricity customers receiving service at transmission and subtransmission voltage levels are not eligible for the PON.¹
- Facilities not located in Maine or served by a Maine electric utility; or,
- Residential and small business customers.

Section 3: AWARD CRITERIA

Successful applications for an incentive award will demonstrate the project's ability to meet or exceed the criteria related to peak demand reductions and overall project readiness described in this section.

¹ For the purposes of this PON, "transmission voltage levels" means 44 kilovolts or more, and "subtransmission voltage levels" means 34.5 kilovolts.

3.1 Grid-Supplied Peak Demand Energy Reductions

Dispatch of the ESS must be targeted at ISO-New England summer peak demand times and result in verifiable reductions of customer electric load. The Trust will require that the dispatch of the ESS is measurable as described in [Section 2.2](#). All applications will be subject to an engineering review to validate project feasibility and cost-effectiveness. The Trust reserves the right to request more information when reviewing applications and when validating performance.

The Trust reserves the right to reject applications that do not fundamentally advance the goal of reducing grid supplied electricity peak demand. To participate in this PON, an applicant must first submit an application and be approved by the Trust for participation.

3.2 Management and Resource Adequacy and Project Readiness

Applications will be evaluated based on the resources and management in place to execute and maintain projects, as well as an overall assessment of project readiness. Please refer to [Section 4](#) for application requirements. The Trust will consider evidence that the following factors are in place when assessing project management and resource readiness:

- **Technical and Financial Proposal:** Applicants must include a clear discussion of how the ESS will be dispatched to target ISO-New England peak demand conditions. The applicant should also report the anticipated facility-specific electric energy and monetary benefits associated with peak demand dispatch during other months of the year. Additional benefits including offsetting internal combustion engine emergency generation co-located at the facility should also be discussed, if relevant.
- **Energy Storage System Technical Specifications:** Applicants must include a discussion of the ESS's underlying technologies, equipment and controls configuration, capacity, battery round-trip efficiency, siting and permitting considerations, and capability of the system to accurately target ISO-New England summer peak demand conditions.
- **Project Approvals:** Applicants must include evidence that all necessary project execution approvals are in place to proceed. If the applicant is unable to secure all necessary approvals before submitting the application, it must include a letter from the individual(s) with the authority to approve the project clearly stating the conditions needed for approval.
- **Costs and Financing:** Applicants must include evidence of the ability to fund or finance any project costs required to install the ESS through internal sources, third-party financing agreements, project partners, or other commitments.
- **Project Budget and Schedule:** Applicants must include the project's budget and schedule reflecting the required lead time for equipment procurement, installation, and commissioning.
- **Permitting and Interconnection:** Applicants must include the need for and status of all necessary permitting and utility interconnection requirements.
- **Project Management Organization and Qualifications:** Applicants must include the relevant qualifications of the project team including sub-contractors.
- **Risk Management:** Applicants must include a discussion of the strategies in place to limit exposure to uncertain future events that, if they materialize, will impact the ability of the project to deliver the claimed demand reductions.

The Trust reserves the right to disqualify an application that fails to demonstrate sufficient experience, planning, and resources needed to execute a successful project.

Section 4: APPLICATION REQUIREMENTS

Applications must present a concise and complete description of the proposed project and the applicant's capabilities for satisfying the requirements outlined in this PON. Applicants must adhere to the following outline and page limitations where specified.

4.1 Technical and Financial Proposal

The PON response should focus on the Technical and Financial Proposal and has no page restriction.

The ability for the ESS to provide demand reduction capability and the magnitude of expected peak demand impact should be a key focus presented in the Technical and Financial Proposal. The Technical and Financial Proposal should include an estimation of the demand impact and the calculation methodology, data, inputs, and assumptions used. All information and data that calculations are based on should be specific to the project site and as well-documented as possible. Please include a copy of the calculations in an Excel workbook or other open format that allows for a transparent review of inputs. The analysis should make use of facility metered consumption data and specified equipment performance data. Where this data is not available or practical to obtain, inputs and assumptions used in the analysis should be project specific and be accompanied by a clear explanation of how they were derived. The proposal should include:

- A high-level project description providing the installation location and overall system specifications;
- An explanation of the system's control configuration and sequence of operations that will allow for accurate peak demand dispatch and optimized off-peak charging schedules;
- An explanation of how energy storage interval data will be transferred to the Trust;
- The system's technical specifications and warranty guarantees;
- A description of how the system will be integrated into the existing facility's operations including an electrical diagram;
- A project site plan including the location and layout of the ESS components including, but not limited to batteries, inverters/chargers, pumps, management system disconnects, point of interconnection, and utility meter;
- A project cost breakdown including equipment, materials, labor, installation, construction, commissioning, and any additional requirements to install the system;
- Documentation showing that the project will satisfy all utility interconnection, permitting, and safety requirements;
- An estimate of the annual financial costs and benefits associated with summer peak dispatch including anticipated incentives from the Trust, and any monetary benefits associated with facility peak demand management outside of summer peak;
- Submission of 12-months of facility hourly electric consumption data; and
- A discussion of any other benefits including plans for also utilizing the ESS for backup emergency generation and whether it will offset the usage of an internal combustion engine emergency generator, if applicable.

The Trust reserves the right to adjust technical or financial calculations. In all cases, the Trust's determinations with regards to savings and other technical or operational items will be final. The Trust also reserves the right to request additional information from applicants.

4.2 Management and Resource Adequacy and Readiness

Please provide a description of the resources and planning in place that ensures project readiness. This section should be less than two pages. Relevant information may include:

1. **Project Approvals:** Applicants must provide evidence that the necessary internal approvals needed to proceed with the proposed project are in place. The Trust understands that these approvals may be conditional upon receiving the incentive.
2. **Costs and Financing:** Applicants must provide a letter on organizational letterhead signed by an authorized representative of the organization acknowledging the participant's commitment to contributing any up-front costs that ensure the participant's readiness for installation and operation of a ESS for the purposes of peak demand dispatch. If project viability is contingent on third-party financing, the applicant must identify the lending institution as well as the status of the financing. If a third party proposes to provide all or part of the required cost sharing, the applicant must include a letter from the third-party stating that it is committed to providing a specific minimum dollar amount and demonstrating its ability to do so. The letter should also identify the proposed cost-sharing arrangement. Letters must be signed by the person authorized to commit the expenditure of funds by the entity.
3. **Project Budget and Schedule:** Applicants must provide a detailed project budget and schedule, including a chart showing project milestones that include but are not limited to the following:
 - Planned equipment purchases, installation, and commissioning;
 - Other significant budget items and the funding schedule;
 - Any pending internal or external approvals that are necessary for the project to move forward and a date certain for obtaining them;
 - All interconnection and permit approvals required to proceed with the project; and,
 - Risk management strategies.
4. **Permitting and Interconnection:** Applicants must provide a brief explanation of permits and interconnection approvals necessary to proceed with the project and an explanation of the process and timeline required to receive them. If possible, the applicant should provide documentation from the relevant permitting authority confirming the applicant's understanding of their standing within the permitting and interconnection process.
5. **Project Management Organization and Qualifications:** Provide an organizational chart or explanation of roles and responsibilities of key project staff and partnership relationships. Include relevant corporate qualifications. Resumes may be included.
6. **Business and Financial Condition:** The applicant must be a business in good standing in the State of Maine. In addition to requiring evidence of management and resource adequacy and readiness to construct and operate the project, the Trust may consider other relevant information regarding the applicant's business and financial condition.

Section 5: APPLICATION REVIEW AND MILESTONE COMPLETION

5.1 Project Application Review

Once an application has been received by the Trust, the project will undergo a technical and financial review. The Trust or a third-party retained by the Trust will review all application materials for program requirements compliance. Based on this review, the Trust reserves the right to request additional

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information. Once a satisfactory review is completed, the incentive will be conditionally reserved by the Trust and the project team will be required to demonstrate that the project is being installed in accordance with the design and system components as submitted in the application. It should be noted that the conditional incentive award does not guarantee that the system design, engineering, construction and/or installation of the ESS is proper or in compliance with any laws, regulations, codes, or industry standards. If the project requires modification based on the submitted application at any stage, the project team must submit documentation reporting these modifications and any anticipated impact on the system's demand impact performance. The project modification must be approved before the incentive payment is made. Upon inspection, if it is determined the system is not installed as approved, the incentive approval may be terminated.

5.2 Demonstrating Project Milestone Completion

Upon project approval, the incentive may be guaranteed for 730 days (2 years) should the applicant meet the milestones described in this section. The Trust may grant an extension as needed for circumstances outside of the control of the project team such as permitting or interconnection approval delays. All extension requests must be submitted prior to each milestone's respective due date. The following major project development milestones must be demonstrated to the Trust in order for incentive funds to continue to be reserved. Failure to provide evidence of meeting these milestones may result in incentive termination. A brief project update must be provided based on each milestone completion.

Milestone 1:

Within 60 days of project approval, the following must be submitted to the Trust. Projects that have not submitted these documents within 60 days may have incentives terminated unless a request for extension including the reason for the request has been submitted and approved by the Trust.

1. Copy of utility interconnection application and confirmation of receipt from the utility;
2. Letter of intent detailing applicant's financing plan for the system; and,
3. Copy of preliminary system design

Milestone 2:

Within 180-365 days of project approval, the following must be submitted to the Trust. Incentives for projects that have not submitted these documents within 180 days may be canceled unless a request for extension including the reason for the request has been submitted and approved by the Trust.

1. Proof of equipment purchase orders;
2. A completed building permit and electrical permit application;
3. A completed fire permit application (if applicable); and,
4. Proof of payment of the cost of interconnection upgrade costs (if applicable).

The project team must keep approved permits current and not expired.

Milestone 3:

To continue reserving incentive funds, the following required deliverables for the project must be submitted to the Trust within 365 to 730 days. Incentives for projects that have not submitted these documents within 730 days may be canceled unless a request for extension including the reason for the request has been submitted and approved by the Trust.

1. Local building department approval and electrical permit approval;
2. Fire department approval (if applicable);
3. Utility interconnect permission to operate letter;

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4. Submission of the final as-built electrical drawing stamped by a Maine Professional Engineer (PE) and electrical inspection certificate;
5. The total installed project cost;
6. The decommissioning plan;
7. Evidence of applicable UL certifications for system equipment
8. All required safety certifications; and,
9. A commissioning report documenting the results of commissioning in accordance with manufacturer specifications.

The decommissioning plan should address the manner in which the ESS and its components will be recycled or safely disposed of at the end of life or following system damage or failure, including how the site will be restored to its original state, if necessary. The decommissioning plan must include disposal options that comply with all relevant local, State, and Federal laws and regulations.

Milestone 4:

Upon proof of installation, commissioning, and successful dispatch performance, the following is required after the first performance period:

1. A brief report documenting the successful dispatch of the system including a description of the times, magnitudes, and duration of system dispatch.
2. Provision of the required 15-minute interval data to the Trust required for performance validation and incentive calculation.

5.3 Project Cancellation or Modification

Requests to cancel or modify a project must be submitted to the program contact listed in [Section 1.3](#).

Section 6: SUBMITTAL INSTRUCTIONS

Applicants are encouraged to contact the Trust as they are developing their projects. To be considered for review, applications must adhere to the following specifications:

6.1 Submittal Format

Applications must be emailed to the point of contact outlined in Section 1.3 or Custom@efficiencymaine.com and referencing:

**PON-005-2024 v1
PROGRAM OPPORTUNITY NOTICE FOR
ENERGY STORAGE SYSTEM PROGRAM**

6.2 Accurate and Complete Information

By submitting an application or proposal, the Applicant is making a representation to the Trust that all information provided in connection with the application or proposal is complete and accurate at the time of submission. The intentional provision of any false or misleading information, or the intentional omission of material information, will result in the application or proposal being deemed ineligible and may result in the Applicant's suspension or debarment from participation in Trust programs.

Section 7: INCENTIVE AWARD

7.1 Award Decisions

Following the summer peak demand dispatch performance validation process, award decisions will be made by the Trust and communicated to the applicant in writing via email. Notwithstanding any statement or prior course of conduct to the contrary, no incentive shall be deemed awarded in the absence of a specific written notice of award from the Trust. Awards are conditioned on and subject to the terms and conditions of this PON.

7.2 Measurement and Verification (M&V) Requirements

All recipients must agree to independent verification of summer peak demand (kW) reductions. Actual award of an incentive will be conditional on applicant acceptance of these M&V requirements.

7.3 Limitations

This solicitation does not commit the Trust to make an award, to pay any costs incurred in preparing an application or provide oral or written clarification of its contents, or to procure or contract for services or supplies.

The Trust reserves the right to reject any application that in its sole determination does not meet the requirements and specifications of this PON, the Trust's rules, Maine law, or generally accepted business practices, or which contains inaccurate or incomplete information. The Trust may seek clarifications and supplementation of applications as it may deem reasonable.

This PON is a competitive solicitation. The Trust reserves the right to select project applications for award in its discretion, consistent with the Trust's rules, that most fully satisfy the criteria and objectives of this PON. The Trust will award funds for approved applications only if sufficient funding is available when the application is reviewed. The Trust may elect not to award all of the available funds through this PON and may issue another PON for the remaining funds. Additionally, the Trust reserves the right to award less than the amount requested by an applicant.

7.4 Publicity of Applicant's Participation

The Trust reserves the right to disclose certain information about the applicant's participation in the program, including, but not necessarily limited to, the applicant's name, the incentive amount, and projected demand impacts. Applicants may seek to have certain energy consumption and business sensitive information treated as confidential pursuant to Title 35-A MRSA §10106.

7.5 Reservation of Rights

The Trust reserves the right to cancel or extend the PON term at any time. The Trust also reserves the right to reject any and all submissions in response to this PON and to waive formalities if doing so is in the best interests of the Trust.

7.6 Request for Reconsideration

An aggrieved person may request a hearing for reconsideration of an award decision by filing a written petition with the Executive Director of the Trust within 14 calendar days of the notification of the contract award. Each petition to reconsider must meet the requirements specified in Efficiency Maine Trust Rule Chapter 1, Contracting Process for Service Providers and Grant Recipients, Section 5(B),

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which can be found on the Efficiency Maine Trust website in the Policies section of the Library:
<http://www.energymaine.com/docs/Chapter-1-Contracting-Process-for-Service-Providers-and-Grant-Recipients.pdf>

Introduction & Progress to Date

Portland International Jetport (“PWM”) is pleased to submit the following application to Efficiency Maine Trust for a funding request under PON EM-005-2024. PWM is seeking a 5-year incentive award of \$200 per kilowatt, with a proposed program enrollment of 1,250 kW, to support the installation of a 1.9MW/5MWh behind-the-meter lithium-ion energy storage system (“ESS”) at PWM’s airport facility in Portland, Maine. PWM plans to own and operate the ESS. As detailed in the following sections, PWM has conducted significant due diligence over the last 12 months to complete initial development efforts, advance project readiness, and assemble a qualified team that can deliver a successful project.

PWM takes pride in being a forward-thinking energy leader in Maine. In 2011, PWM completed a large-scale geothermal heating and cooling system as part of a \$75 million terminal expansion. The project is the largest geothermal installation in Maine and was a creative first in the transportation industry, with PWM leveraging a Federal Aviation Administration Voluntary Airport Low Emissions Grant to support project implementation. In 2017, PWM completed the installation of a large solar photovoltaic canopy on the upper level of the parking garage next to the terminal. The solar array includes nearly 1,400 panels covering over 29,000 square feet and has helped reduce PWM’s energy costs and greenhouse gas emissions. PWM plans to install additional solar generation onsite in the coming years.

Over the last year, PWM has evaluated establishing a microgrid at the terminal that utilizes a large-scale ESS to manage the facility’s grid demand and provide backup power to the facility in the event of a CMP service outage. In December 2022, PWM retained Competitive Energy Services, LLC (“CES”) to perform a preliminary feasibility analysis for a behind-the-meter ESS installation at the terminal, which included a system sizing review based on PWM’s interval grid demand data and the development of a financial pro forma for ESS operations that incorporates the various value streams available for a behind-the-meter system in Maine. These value streams include transmission demand charge reduction under CMP’s coincident peak transmission tariff (“Rate B-CPT”), distribution demand charge reduction, capacity tag and energy arbitrage savings for PWM’s electric supply charges, pay-for-performance payments through Efficiency Maine’s new energy storage program, and the federal investment tax credit (“ITC”) through the new direct pay provision created by the Inflation Reduction Act of 2022.

In January 2023, CES issued a Request for Proposal (“RFP”) on behalf of the City of Portland seeking proposals from qualified ESS developers and integrators for engineering, permitting, procurement, construction, commissioning, and ongoing maintenance services for the project. The RFP requested proposals for an as-built purchase where PWM would finance the upfront cost of the ESS. The RFP was administered competitively and in accordance with the City of Portland’s public procurement requirements. In March 2023, PWM received proposals from four firms by the RFP submission deadline.

Following a review of proposals and finalist interviews, PWM chose to issue a preliminary award to Ameresco. A copy of Ameresco’s proposal is attached to the application for reference. Ameresco will serve as the engineering, procurement, and construction (“EPC”) lead and will be supported by Newtility on system design. Following commissioning of the ESS, Ameresco will maintain the system under a maintenance service agreement. Ameresco’s initial proposal included a total as-built purchase price of roughly \$3.5 million for a 1MW/4MWh ESS manufactured by Tesla and an as-built purchase price of \$4.6 million for a 2MW/5MWh ESS manufactured by Kore. PWM determined that Ameresco and Newtility offer sufficient experience and qualifications in designing and constructing behind-the-meter ESS. PWM plans to fund the as-built purchase of the ESS using operating funds.

In September 2023, PWM and Ameresco executed a letter of intent for the project. The agreement establishes the roles and responsibilities of each party to complete the necessary due diligence for PWM and other key stakeholders at the City of Portland to be able to make a final decision on execution of the as-built purchase agreement. The letter of intent includes having Ameresco and Newtility complete a final design of the system, prepare and submit an interconnection application to CMP, complete CMP's system impact study, and conduct preliminary outreach within the City of Portland on local authority having jurisdiction permitting requirements for the project. The parties have agreed to act in good faith to negotiate and execute a final as-built purchase agreement assuming CMP's interconnection study results, Ameresco's final system pricing, and the final system design are acceptable to PWM.

In December 2023, PWM submitted an interconnection application for the project to CMP. The Level 3 application includes a detailed system design and layout for a 1.9MW/5MWh ESS manufactured by Tesla. The project team collectively agreed to proceed with the larger nameplate power capacity sizing in order to 1) fully enable PWM to utilize the system as a backup power source in the event of a local CMP grid outage under all existing load conditions at the facility and 2) provide necessary flexibility for future operations of the ESS based on expected load growth at the terminal over the useful life of the ESS.

PWM is aiming to have the ESS constructed and operational by Summer 2025. However, the project timeline is subject to CMP's interconnection study process. PWM recognizes there is the potential for significant project delays if CMP and ISO New England require transmission cluster study for the project.

PWM's proposed project meets Efficiency Maine's eligibility requirements for funding under this PON:

- The ESS has yet to be installed;
- The ESS will be interconnected behind-the-meter at PWM's existing CMP accounts serving the west terminal, which will be consolidated as part of the project interconnection;
- The ESS will be located in Maine and will utilize PWM's existing CMP accounts at the terminal;
- The ESS' nameplate power capacity is 1,900 kW, which falls within Efficiency Maine's allowable range of 20 kW to 3,000 kW;
- The facility's peak electric demand as measured over the last 12 months was 1,056 kW. Additional load growth at the facility, in particular renovation of several jet bridges with air conditioning, is expected to increase peak summer demand to 1,250 kW by 2026.
- PWM will be able to collect and transmit 15-minute interval data from the ESS to Efficiency Maine, including charging rate, discharging rate, and state of charge readings;
- Tesla's ESS is designed to maintain a round-trip efficiency greater than 80%;
- Tesla offers a 15-year manufacturer's warranty for the ESS, exceeding Efficiency Maine's 10-year minimum requirement;
- Tesla's ESS is UL-listed and is recognized as meeting all safety requirements; and,
- The ESS and its components will comply with all manufacturer installation requirements, applicable laws, regulations, codes, licensing, and permit requirements.

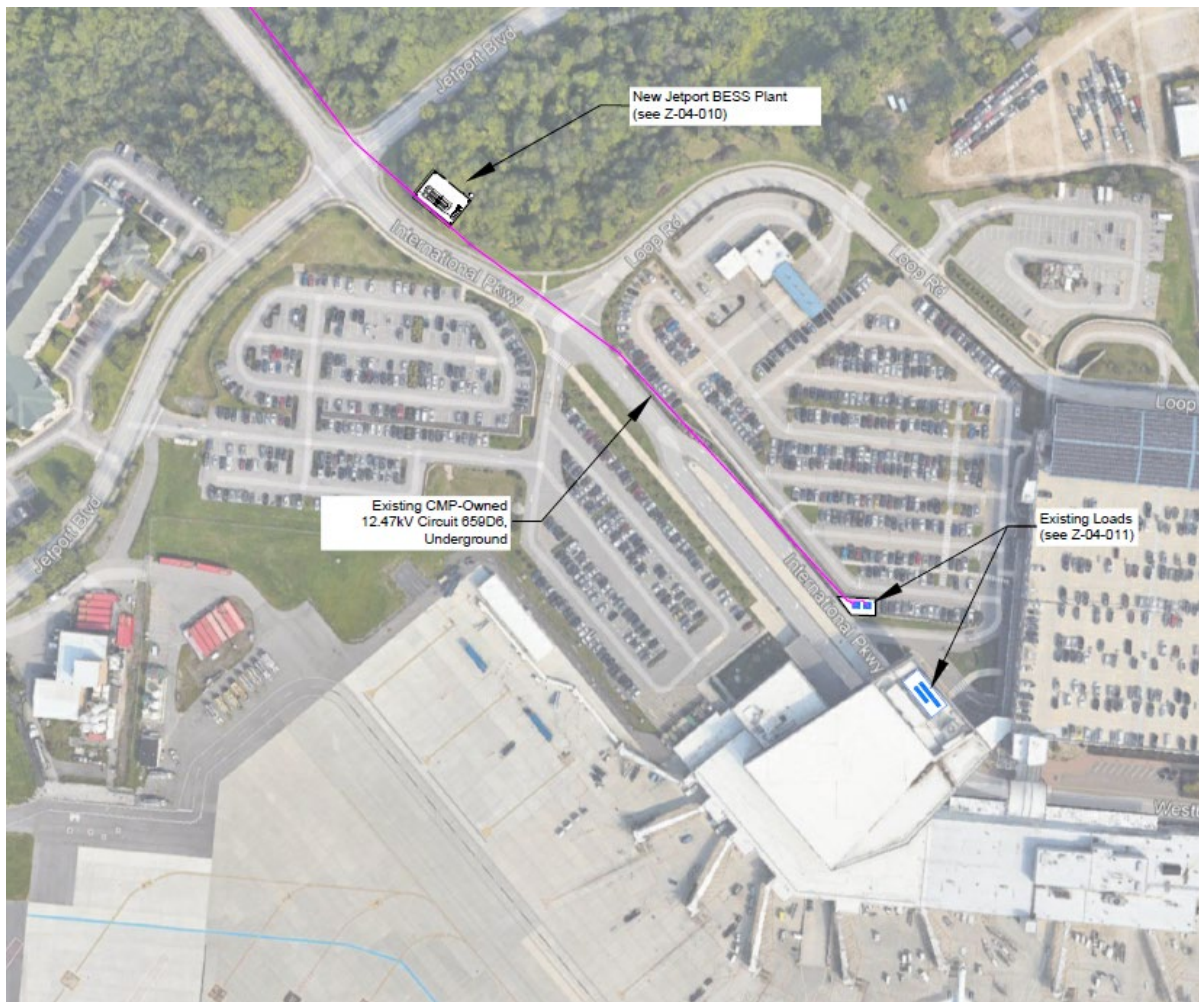
Please do not hesitate to contact me with any questions on the application. I can be reached by phone at 207-874-8877 or by email at phb@portlandmaine.gov. PWM welcomes feedback from Efficiency Maine on the application and looks forward to working with Efficiency Maine to advance this important project.

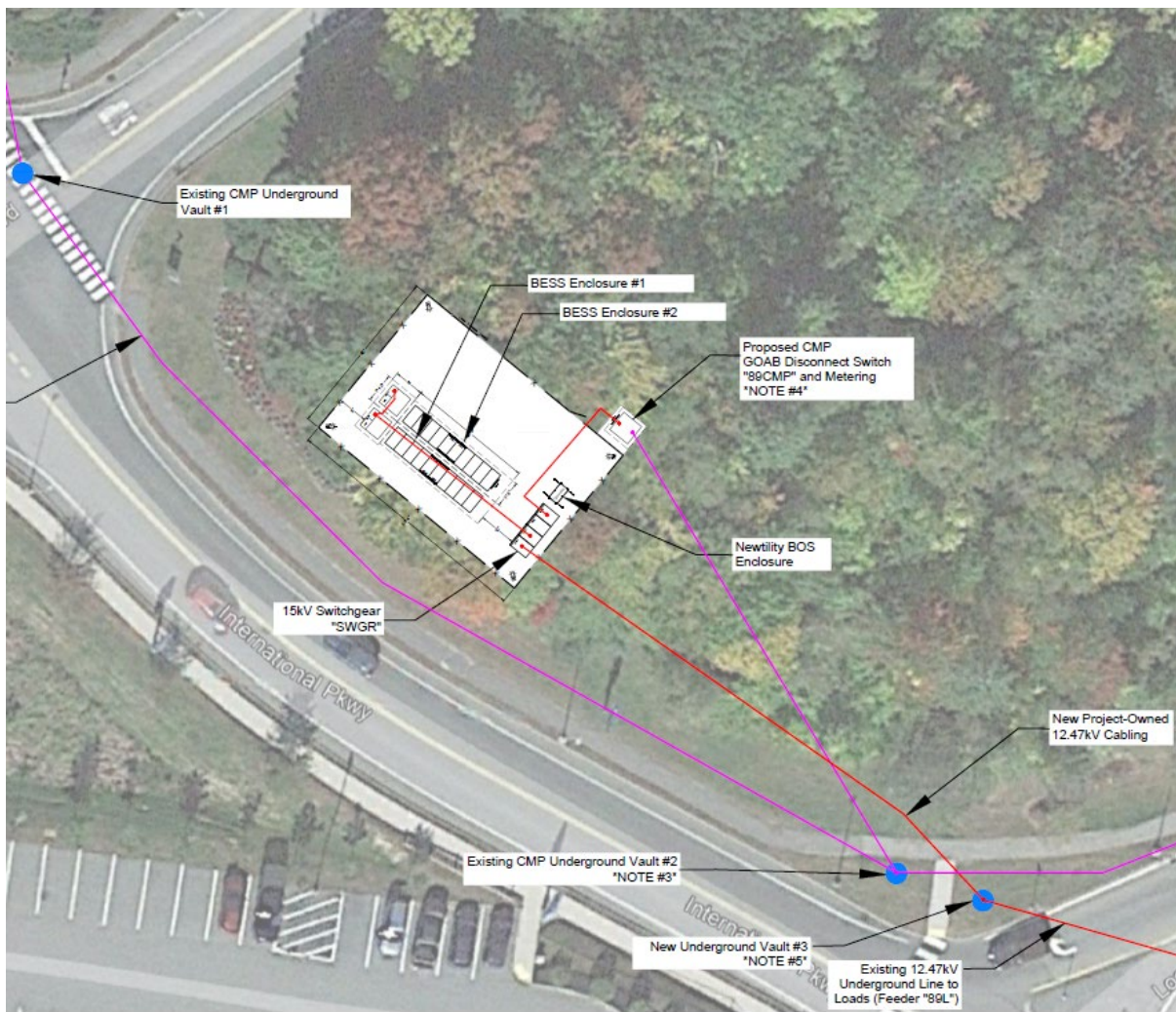
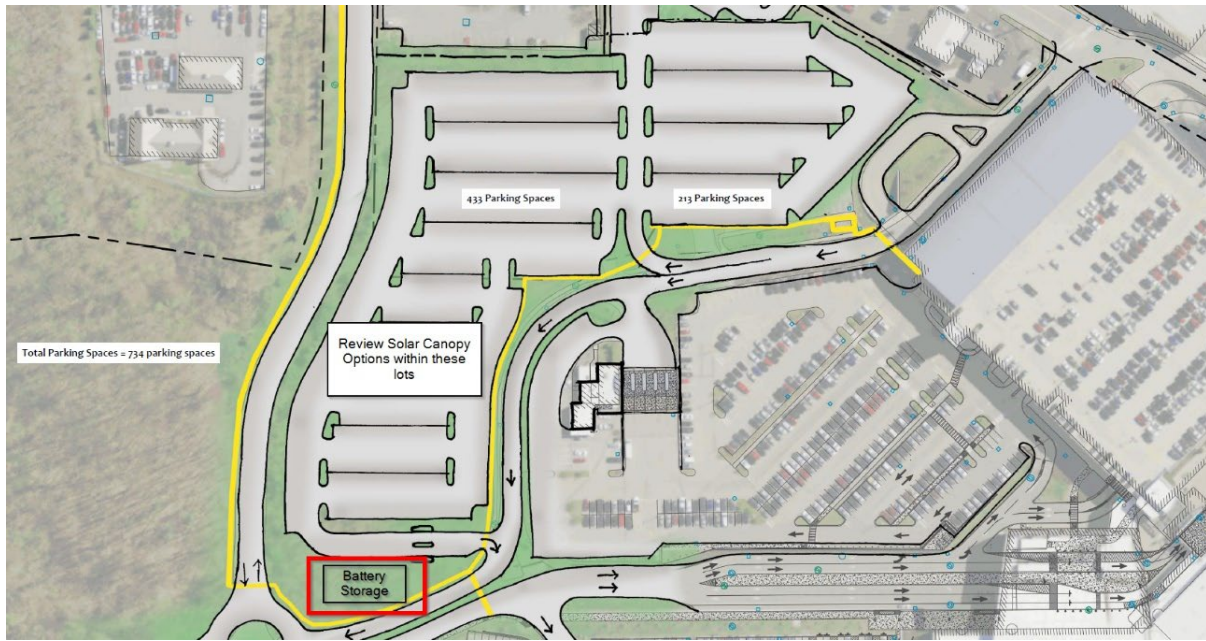
Paul Bradbury, Airport Director

Technical and Financial Proposal

The proposed ESS layout and siting is shown in the images below and is further detailed in the attached document titled 'Portland Jetport ESS Site Plan & One Line Diagram'. This document provides the proposed installation location, layout of ESS components, point of interconnection, system metering, and an electrical one-line diagram showing the proposed integration into PWM's and CMP's existing electrical infrastructure. As shown in the images below, the ESS will be installed at the junction of Jetport Boulevard and International Parkway. This intersection serves as the primary road entrance to the terminal and will make the ESS highly visible to the public. The second image below shows that the area adjacent to the proposed ESS footprint will be turned into a surface parking lot, which PWM anticipates will be completed prior to installation of the ESS.

PWM initially considered installing the ESS directly adjacent to the two CMP-owned transformers serving the west terminal. These transformers are highlighted in the first image at the terminus of the pink line and are marked as "Existing Loads". However, this footprint may be used for a new parking garage within the next 15 years, and the configuration of CMP's secondary service to the west terminal makes it challenging to meet PWM's desired backup power functionality. PWM believes the proposed ESS siting next to the new surface lot will best meet PWM's technical objectives and operational needs.





Hourly grid electricity consumption data for the west terminal's two existing CMP accounts, Account Number 35011143621 and Account Number 35012385551, is provided in the attached Microsoft Excel workbook titled 'Portland Jetport_Hourly CMP Data_Dec22-Nov23'. The file includes 12 months of hourly data spanning December 2022 to November 2023. To enable using the ESS as a backup power source for the terminal in the event of a local CMP grid outage, PWM is proposing to consolidate these two accounts as part of the project interconnection and to establish a new primary service and account with CMP. We can discuss this requirement with Efficiency Maine further upon request. PWM does not anticipate the ESS will materially offset use of PWM's existing emergency backup generators.

The ESS will be designed with a metering and data historian system that allows PWM to record, store, export, and transmit 15-minute and hourly readings from the system. Through the HMI that will be configured and provided by Ameresco and Newtility, PWM will be able to collect and transmit Efficiency Maine's requested data, including charging rate, discharging rate, and state of charge readings.

The ESS' technical specifications and warranty guarantees are provided in the attached document titled 'Portland Jetport_Tesla Megapack 2 XL Datasheet'. An overview of the ESS' safety features and design is provided in the attached document titled 'Portland Jetport_Tesla Megapack 2 XL Safety Overview'. This safety documentation, along with the protective relaying scheme detailed in the electrical one-line diagram, demonstrates that the project will satisfy all utility interconnection, permitting, and safety requirements.

A preliminary financial pro forma for the project is included in the attached Microsoft Excel workbook titled 'Portland Jetport_ESS Pro Forma'. The 20-year pro forma provides an estimate of the annual financial costs and benefits expected by PWM including anticipated incentives from the Trust for summer peak dispatch and monetary benefits associated with facility peak demand management outside of the summer months. In addition to showing the \$200 per kW pay-for-performance incentive provided by Efficiency Maine, the pro forma presents projected operational performance and associated savings from transmission demand charge reduction under CMP's coincident peak transmission tariff ("Rate B-CPT"), distribution demand charge reduction, capacity tag and energy arbitrage savings for PWM's electric supply charges, \$35 per kW pay-for-performance payments through Efficiency Maine's load management program following the fifth year of ESS operations, and an estimated ITC payment in year one of operations valued at 30% of the ESS' installed cost.

The pro forma also presents the projected upfront as-built purchasing cost for the ESS and ongoing operational expenses PWM expects to incur under Ameresco's maintenance service agreement and for dispatching support from CES. The pro forma does not include an estimated cost for PWM to establish the new primary account with CMP and to consolidate the two existing accounts. PWM plans to apply to the Maine Governor's Energy Office for federal funding to support this service reconfiguration and to add sufficient energy capacity to the ESS for backup emergency purposes. PWM anticipates applying for this funding in early 2024 once the Governor's Energy Office solicits proposals.¹

¹ On July 6, 2023, Maine received approval of a \$4.4 million Grid Resilience State and Tribal Formula Grant from the U.S. Department of Energy, which aim to ensure the reliability of power sector infrastructure so that communities have access to affordable, reliable, clean electricity. Maine's Grid Resilience Grant Program seeks to improve the resilience of the electric grid while encouraging grid modernization and clean energy deployment, workforce

The ESS pro forma includes an as-built purchase cost of \$4.26 million for the ESS. This pricing has been provided by Ameresco and is roughly 10% lower than when the Jetport ran its RFP in 2023 based on current battery market conditions. The following table provides a breakdown of this total by equipment, site preparation, labor, and project management costs:

Option #2	Jan 2024 reprice for EMT app	Proposal Price	Difference
Equipment Cost	\$ 3,092,824	\$ 3,515,211	\$ (422,387)
Site Prep/Civil Cost	\$ 194,797	\$194,797	\$ -
Labor Cost	\$ 739,401	\$739,401	\$ -
Project Management Fee	\$ 234,179	\$234,179	\$ -
Total	\$ 4,261,201	\$ 4,683,588	\$ (422,387)

The ESS will be operated by PWM personnel with dispatch support and advisory provided by CES. CES will provide daily instructions to PWM detailing recommended charging and discharging actions for the next 24 hours, along with a 72-hour look ahead of expected operations. CES provides this ESS dispatching advisory to other large end users in New England and has the relevant expertise and qualifications to deliver this service to PWM. As shown in the ESS site plan, the ESS will be configured with protective relaying to adhere to CMP’s non-exporting requirements for Level 3 projects.

PWM is anticipating the ESS will be cycled approximately 150 times per year. During July and August, the ESS will be discharged each weekday from at least 5 P.M. to 9 P.M. with the aim to realize distribution demand charge savings for the facility. Discharging may be extended on these weekdays or may occur on weekends in these two summer months depending on CMP loads (i.e., targeting transmission demand charge reduction) and ISO New England loads (i.e., targeting capacity tag reduction). From September to June, PWM expects to discharge the ESS on roughly 10 weekdays per month on average. This cycle count will vary by month depending on CMP’s regional network service loads, which dictate when the ESS can produce potential transmission savings for PWM under the B-CPT tariff. Scheduled maintenance will also need to be accounted for in operation, which PWM anticipates will occur in the shoulder season months.

An important component of these value streams is how PWM’s retail electricity supply contract is set up. CES advises the City of Portland on its electricity supply procurement. PWM currently utilizes a fixed all-inclusive supply contract structure, meaning its supplier charges a single fixed price covering all cost components including market energy, ancillary services, fuel security, Renewable Portfolio Standard compliance, and capacity. To enable direct capacity tag savings and energy arbitrage savings from ESS operations while also allowing PWM to monetize contracted net energy billing credits, CES and PWM expect to structure future electricity supply contracts for the facility with a fixed price true-up structure.

opportunities, and strengthening community resilience to disruptive events. The Maine Governor’s Energy Office has indicated that in the coming months, it will conduct a competitive solicitation process to identify projects that advance the program goals. According to the GEO, funding may be used for a range of resilience measures including use or construction of distributed energy resources for enhancing system adaptive capacity during disruptive events, grid hardening measures, and advanced modeling and control technologies.

Management and Resource Adequacy and Readiness

PWM has made substantial progress on project development to date that supports project readiness and has assembled a qualified project team to effectively execute the proposed scope of work. PWM has a demonstrated track record of successfully developing large complex infrastructure projects at the facility.

PWM's project management is being led by Paul Bradbury, Airport Director. Ameresco is responsible for EPC management. Ameresco's team lead is Luke Brostek, Senior Project Engineer. Newtility is responsible for system design and technical integration. Newtility's team lead is Eli Ladd, Owner and Principal Engineer. CES is responsible for serving as PWM's owner's representative during system design, permitting, and construction. CES' team lead is Eben Perkins, Chief Strategy Officer.

As previously discussed, project viability is not contingent on third-party financing. PWM plans to complete an as-built system purchase using operating funds allocated by the City of Portland. The City of Portland has a strong business and financial position and is in good standing with the State of Maine. A statement on PWM's financing plan and commitment to the project is provided in the attached document titled "Portland Jetport_Project Financing Statement".

As previously discussed, PWM is aiming to have the project online by Summer 2025. PWM submitted the interconnection application for the project to CMP on December 14, 2023. This submission followed two months of design, engineering, and preparation work. Looking forward, the project's timeline is subject to CMP's requirements and timing to complete the interconnection study process. If CMP only requires a distribution impact study, the project team estimates an interconnection agreement may be executed with CMP by June 28, 2024.

Following a determination from CMP on whether a transmission-level study is required, the project team will finalize the proposed schedule for the following action items across 2024 and 2025. The potentially significant delay posed by a transmission-level study would impact the timing of these milestones:

- Civil survey of proposed ESS footprint.
- Pre-meeting with City of Portland stakeholders to discuss authority having jurisdiction permitting requirements including building, electrical, and fire permits.
- Application submission to the City of Portland for authority having jurisdiction permits.
- Execution of final as-built purchase agreement between PWM and Ameresco.
- ESS equipment notice to proceed issued by PWM. At present, the longest lead-time equipment item is switchgear with a 40-week expected wait time (subject to change).
- Construction notice to proceed issued by PWM.
- Site mobilization, onsite construction, and commissioning.

These activities are intentionally listed in the order in which they would be completed. This approach mitigates project development risk for PWM by enabling key development variables and uncertainties, namely utility interconnection approval and local authority having jurisdiction approval, to be resolved prior to PWM making substantial financial investments in ESS equipment purchasing.

PWM is available to discuss the proposed project schedule and development requirements with Efficiency Maine upon request.



To: Sustainability and Transportation Committee

Regina Phillips, Chair

MEETING DATE

February 12, 2025

AGENDA ITEM

Agenda Item #3C – Proposed amendments to Chapter 34, Landcare

PURPOSE

To review amendments to Chapter 34 to allow the use of chlorantraniliprole to control grub infestations.

BACKGROUND/ANALYSIS

On December 3, 2024, the Sustainability Office received a waiver request from Cheverus High School to treat a severe grub infestation on their athletic fields located on Ocean Avenue. School officials described and documented severe damage to the turf caused by the grubs feeding on the roots of the turf grass as well as damage caused by birds and other animals digging up the fields as they forage for grubs to eat. Over the course of two years, school personnel implemented extensive cultural practices to control grubs and deployed several strategies to deter the birds and animals from entering the athletic fields. This included two treatments of an organic product based on the bacterium *Bacillus thuringiensis* (*Bt*) as well as installation of automated noise making devices and animal decoys that proved unsuccessful in deterring the foraging wildlife.

The documentation provided by school officials demonstrates the damage to the athletic fields has created an unsafe playing surface that threatens the safety of student athletes because the ground has become uneven and the damaged turf grass provides poor traction. These conditions increase the likelihood that athletes and officials may trip or fall unexpectedly leading to injuries.



(Photo of field damage and a decoy intended to deter animals from foraging.)

To address the grubs, Cheverus filed for an ordinance waiver that would allow them to use an otherwise prohibited pesticide to treat their fields. As required, they documented the problem, demonstrated that they had considered alternatives, and proposed a treatment plan. They proposed the use of Acelepryn (active ingredient chlorantraniliprole), a product classified as “reduced risk” by the EPA. They proposed to follow the application method and application rate recommended on the product label, which is to use a spreader to broadcast the product onto the field surface. As demonstrated in their waiver request, the entire playing surface is the target area impacted by the grubs.

After reviewing the application and the ordinance, Sustainability Office staff determined that we could not accept the waiver request because Chapter 34 prohibits the use of broadcast applications. Corporation Counsel indicated that an appropriate path to address this issue would be to pursue an amendment to the ordinance to exempt the use of Acepepryn to treat grub infestations.

On February 4, 2025, staff presented draft ordinance amendments to the Landcare Management Advisory Committee (LMAC) to hear their comments and feedback. As noted in Chapter 34, the LMAC's role is to provide advice to the Sustainability Director and City Council regarding the implementation of the Landcare ordinance. The committee held a lengthy discussion regarding draft amendments suggested by staff. The committee members broadly agreed that tightening the proposed language to exempt only chlorantraniliprole rather than any reduced risk pesticide would be advisable and that any applications should be reported to the Sustainability Office so that usage of the product may be tracked. Staff also proposed amending the composition of the waiver subcommittee but, following discussion, has chosen to have further discussion with the LMAC before recommending that change to the Sustainability and Transportation Committee.

The LMAC reconvened on February 11 to consider revised staff recommendations. Following discussion, the committee voted 5-2 to recommend the following amendments be made to Chapter 34 of City Code:

Chapter 34-5 section 4, Exempt Applications: add

ix. Grub control application: Chlorantraniliprole may be used to control grubs if applied by a Professional Applicator as directed by the manufacturer. All such applications shall be reported to the Sustainability Director.

Chapter 34-7 Waivers

(c) The waiver application shall be filed with the LMAC Waiver Committee, on a form prescribed by the Committee and shall include the following information: the reason for requesting the use/application of a prohibited pesticide; the proposed location(s) of the proposed application(s); details on the timing(s) of use, substance(s) and amounts to be applied; date(s) of application; and a management plan that includes the narrowest effective application, avoiding ~~excludes~~ broadcast and preemptive applications when feasible; and a pest identification ~~and threshold report~~. In order to approve a waiver application, the LMAC Waiver Committee must find that all of the following criteria are met:

The reasons for the recommendation are:

1. Lack of an organic treatment method to address grub infestations

Healthy, organically maintained turf is highly resistant to grub infestation and damage, but grubs can become established even in healthy turf. When this happens, there are no organic methods that reliably control grub populations in Maine. Researchers continue to explore options such as Milky Spore, which is a type of bacteria that is harmful to grubs, application of nematodes, and application of another bacterium, *Bacillus thuringiensis (Bt)*. To date, they have not demonstrated effectiveness, as demonstrated by the two failed treatments at Cheverus.

2. Chlorantraniliprole presents minimal impact to the environment and to the public when used as directed on the product label

Using organic practices to build and maintain soil health remains the first defense against grub damage, but in the event of an infestation that causes unacceptable levels of damage, Chlorantraniliprole is a low-risk way to control them. It is classified as a reduced-risk pesticide by the EPA and, as noted on its product label, “When used as directed, this product does not present a hazard to humans or domestic animals.” It is deemed safe enough that the EPA does not require a cautionary signal word such as Caution or Warning. Organic products such as *Bt* and Milky Spore, which are ineffective but currently allowed by our ordinance, must display a cautionary signal word of Caution and note hazards to humans and domestic animals.

Chlorantraniliprole is toxic to aquatic invertebrates but this threat can be mitigated by following the guidance on the product label. Chapter 34 restricts application of any pesticide within 75’ of a waterbody.

3. Athlete safety

According to the Sports Field Management Association, natural turf fields with good quality turfgrass cover have higher traction, cushioning, and resiliency, and lower surface hardness than synthetic surfaces. This reduces the probability of injury in contact sports. Natural turf also provides cooler playing surfaces. However, these advantages are diminished when natural turf fields have damage from grub infestations such as bare spots, uneven playing surfaces, and loose grass surfaces that can cause athletes to fall or slide unexpectedly. This can result in serious injuries.

Having a means to treat grubs will help field managers maintain high quality natural turf playing surfaces that reduce the likelihood of athlete injury.

FISCAL IMPACT

No fiscal impact anticipated.

CONCLUSION(S)

Staff recommends passage of the amendments allowing the use of chlorantraniliprole to treat grubs because there is no effective organic treatment available. Grubs can infest well maintained turf and cause extensive damage that will continue until the population of grubs present in the turf is reduced. While not organic, chlorantraniliprole can effectively control grubs with minimal risk to public health and the environment.

PRIOR COMMITTEE REVIEW

The Landcare Management Advisory Committee discussed this issue on February 4 and will review the final staff recommended amendments on February 11.

PREPARED BY

Troy Moon
Sustainability Director
Executive Department

ATTACHMENTS

Redlined version of Chapter 34 prepared by Corporation Counsel
Cheverus waiver application and back up material

Chapter 34

LANDCARE

Sec. 34-1. Title.

This chapter shall be known as the City of Portland Landcare Ordinance (hereinafter, the "Ordinance").
(Ord. No. 110-17/18, 1-3-2018; Ord. No. 60-22/23, 9-19-2022)

Sec. 34-2. Purpose.

The purpose of this ordinance is to safeguard the health, safety and welfare of the residents of the City and to conserve and protect the City's waterways and natural resources by curtailing the use of pesticides and fertilizers for turf, landscape and outdoor pest management.
(Ord. No. 110-17/18, 1-3-2018; Ord. No. 60-22/23, 9-19-2022)

Sec. 34-3. Definitions.

The following words, terms and phrases, when used in this ordinance, shall have the following meaning:

Aggrieved party means an individual or entity that applies for but is denied a waiver from provisions of this ordinance as described in Section 34-6.

Broadcast application means the spreading of pesticides over an entire area.

Commercial Agriculture means the production of crops for sale, including crops intended for widespread distribution to wholesalers or retail outlets and any non-food crops.

Compost means soil amendment made from decomposing organic matter used to improve soil structure and nutrient holding capacity. For the purposes of this ordinance, compost is not considered a fertilizer.

Emergency means a serious, unexpected, and often dangerous situation requiring immediate action.

Environmentally sensitive areas means areas that are particularly vulnerable to fertilizer nutrient loss and/or where direct transmission of fertilizer nutrients to surface water or ground water is likely. This includes coastal and freshwater wetlands, beaches and sand dunes, streams and tributary streams

EPA means the United States Environmental Protection Agency.

Fertilizer means a substance containing one or more plant nutrients and used for its plant nutrient content. State law requires that all fertilizer products be registered with its department of agriculture prior to distribution.

FIFRA means the Federal Insecticide, Fungicide, and Rodenticide Act, 7 U.S.C. § 136 et seq.

Golf course means an area of land laid out for playing the game of golf with a series of 9, 18 or more holes. Mini-golf and disc golf courses are not considered golf courses.

Heavy rain event means a rain event producing 0.5 inch or more of precipitation in a one hour period.

High Use Athletic Facilities means the following playing fields located in the following parks as listed in Chapter 18, section 18-11: Fox Field, Quinn Field and Deering Oaks Baseball Field at Deering Oaks Park; Back Cove Park; and Payson A Field in Payson Park. It shall also include Presumpscot Field at Deering High School.

Hydro-seeding means the process of seeding by pumping seed in a mixture of water through a nozzle that sprays the mixture onto a seedbed. The water mixture may also contain add-ins such as fertilizer and certain mulches.

Landcare means a land management approach intended to prevent soil degradation and responsibly manage land resources, and cultivate environmental health.

Landcare Management Advisory Committee (LMAC) means the Landcare Management Advisory Committee as described in this Chapter.

New development means any alteration of land for the purposes of construction or reconstruction redevelopment that

results in soil disturbance and/or compaction, vegetation removal, and/or regrading.

Organic fertilizer means a fertilizer derived from either plant or animal products that contain nutrients for plant growth. It is acceptable for the materials in these fertilizers to have been subjected to biological degradation processes under normal conditions of aging, rainfall, suncuring, air drying, composting, rotting, enzymatic, or anaerobic/aerobic bacterial action, or any combination of these. In order to qualify as organic fertilizer, the materials in these fertilizers may not be mixed with synthetic materials or changed in any physical or chemical manner from their initial state except by manipulations such as drying, cooking, chopping, grinding, shredding, hydrolysis, or pelleting in order to qualify as organic fertilizer. Organic fertilizers are broken down by, and feed, the microbial life in the soil.

Organic landcare means a landcare management technique that integrates cultural, biological, and mechanical practices to build soil health, including practices such as mowing at higher levels, aeration, top dressing with compost, over-seeding, and watering deeply but infrequently, and without the use of toxic pesticides and synthetic fertilizers.

Organic material means the organic matter component of soil, consisting of plant and animal detritus at various stages of decomposition, cells and tissues of soil microbes, and substances that soil microbes synthesize.

Over-seeding means the application of additional turfgrass seeding to existing turf.

Performance turf means grounds devoted to athletic fields and golf courses.

Prills means a small aggregate or globule of a material, most often a dry sphere or pellet. Fertilizers and some detergent powders are commonly manufactured as prills.

Repellant means a substance that deters insects or other pests from approaching or settling.

Invasive Species means a plant or insect that is not native to a particular ecosystem, and whose introduction does or is likely to cause economic or environmental harm or harm to human

health. Invasive species include those plants listed under the Maine Department of Agriculture, Conservation and Forestry's Natural Areas Program as currently invasive, potentially or probably invasive, and highly likely but not currently invasive, as well as those insects listed by the Maine Forest Service as threats to Maine's forests and trees.

Natural, organic or "non-synthetic" means a substance that is derived from mineral, plant, or animal matter and does not undergo a "synthetic" process as defined in the Organic Foods Production Act, 7 U.S.C. § 6502(21), as the same may be amended from time to time.

Organic pest management means the act of managing or controlling pests through the use of mechanical, cultural, or biological processes, or through the use of natural, organic, or non-synthetic substances.

Person means any individual natural person, partnership, joint venture, society, association, company, club, trustee, trust or corporation; or any officer, agent, employee, or personal representative of any thereof, in any capacity acting either for her or himself or for any other person under either personal appointment or pursuant to law.

Pest shall have the same meaning as the term set forth in 40 C.F.R. § 152.5, as the same may be amended from time to time.

Pest Management means the act of managing or controlling pests through the use of chemical, mechanical, cultural, biological, or genetic measures.

Pesticide means any substance or mixture of substances intended for preventing, destroying, repelling or mitigating any pest; any substance or mixture of substances intended for use as a plant regulator, defoliant or desiccant. It does not include multicellular biological controls such as mites, nematodes, parasitic wasps, snails or other biological agents not regulated as pesticides by the EPA. Herbicides, fungicides, insecticides and rodenticides are considered pesticides.

Pests of significant public health importance means the pests listed by the EPA, in conjunction with the U.S. Department of Health and Human Services and the U.S. Department of Agriculture, as pests of significant public health importance.

Preemptive application means the application of pesticides as a measure against something possible, anticipated or feared, *i.e.*, as a preventive or deterrent measure.

Public utility means any transmission and distribution utility, telephone utility, water utility, gas utility, or natural gas pipeline utility that is subject to the jurisdiction of the Maine Public Utilities Commission.

Re-establishment means a procedure involving complete turf removal and seeding or laying sod to establish new turf.

Restricted Entry Interval, also known as the re-entry interval or re-entry time, means the minimum amount of time that must pass after a pesticide is applied to an area before people or pets can safely go into that area. The labels on pesticides provide information about an individual pesticide's REI.

Slope means the ratio of elevation change to horizontal distance, expressed as a percentage. Slope is computed by dividing the vertical distance by the horizontal distance, and multiplying the ratio by 100. For purposes of this Chapter, a slope shall include only those areas with a horizontal distance of at least 50 feet.

Soil means the outer, weathered layer of the Earth's crust which can potentially support plant life and is made up of inorganic particles, organic matter, organisms, water and air.

Soil amendment means a soil amendment is material added to soil to improve its physical properties, including, but not limited to, the substances listed on the National List of Allowed and Prohibited Substances, 7 C.F.R § 205.601, as the same may be amended from time to time. For the purposes of this ordinance, a soil amendment is not considered fertilizer.

Soil microbes means living organisms in soil (such as bacteria and fungi), which feed on organic matter and decompose rapidly.

Soil test means the standard soil test offered by the University of Maine Cooperative Extension or a comparable test identified by the City Manager or their designee.
(Ord. No. 245-23/24, 6-17-2024)

Starter fertilizer means a fertilizer formulated for a one-time application at planting or near that time to encourage root growth and to enhance the initial establishment of turf. This is typically a water-soluble product that contains high levels of phosphorus to allow for robust root growth.

Steep topography means slope lengths exceeding 50 feet (horizontal distance) on slopes greater than 15%.

Summer dormancy means the period during mid-summer most commonly observed in un-irrigated lawns when turf growth ceases. Dormancy is characterized by brittle texture and a loss of green color.

Synthetic means a substance that is formulated or manufactured by a chemical process or by a process that chemically changes a substance extracted from naturally occurring sources, except that such term shall not apply to substances created by naturally occurring biological processes.

Synthetic fertilizer means any fertilizer manufactured from one or more synthetic materials and may or may not contain animal parts, animal byproducts, manures or renderings. Synthetic fertilizer bypasses the microbial life in the soil and is taken up by the plant directly.

Total nitrogen means the sum of all fertilizer nitrogen species, including water soluble nitrogen forms, slow release nitrogen forms, and water insoluble nitrogen forms. The percentage of total nitrogen appears as the leftmost number of the grade on fertilizer labels.

Turf means a community of herbaceous plants that can be mowed, including grass and sod; a surface layer of the earth with grass growing on it, usually mowed, including lawns, grass covered medians, athletic fields, golf courses, outdoor event spaces, and the like.

Waiver Committee means the Waiver Committee as described in this Chapter.

Water body means any great pond, river, stream or tidal area as those terms are defined in Chapter 14 of the Portland Code of Ordinances.

Wetland means a coastal or shoreland freshwater wetland as those terms are defined in the City's Zoning Ordinance, Chapter 14 of the Code of Ordinances.

(Ord. No. 110-17/18, 1-3-2018; Ord. No. 60-22/23, 9-19-2022)

Sec. 34-4. Applicability

The following provisions shall apply to all outdoor pest management activities and use of fertilizer conducted within the boundaries of the City of Portland (hereinafter, the "City"), on both public and private land, excluding the exemptions provided in this Chapter.

(Ord. No. 110-17/18, 1-3-2018; Ord. No. 60-22/23, 9-19-2022)

Sec. 34-5 Permitted, prohibited, and exempt applications

(a) Subject to the applicability dates set forth in Sec. 34-14 herein, the following provisions shall apply to all outdoor pest management activities in the City.

1. Permitted Pest Management Activities and/or Materials, except as provided in (b) (3) below:
 - i. Organic Pest Management, except as provided in (b)2 below;
 - ii. Use or application of Synthetic substances specifically listed as "allowed" on the U.S. Department of Agriculture's National List of Allowed and Prohibited Substances (the "National List"); and/or
 - iii. Use or application of Pesticides determined to be "minimum risk pesticides" pursuant to the FIFRA and listed in 40 C.F.R. § 152.25(f) (1) or (2), as may be amended from time to time.

2. Prohibited Pest Management Activities and/or Materials:
 - i. Use or application of Synthetic substances other than those described in (a) (2) above;
 - ii. Use or application of Non-synthetic substances specifically listed as "prohibited" on the National List; and/or
 - iii. The use or application of pesticides (whether natural, organic, "non- synthetic," synthetic or otherwise) within seventy five feet of a water body or wetland.

3. Exempt Pest Management Activities and/or Materials. The following are exempt from the provisions of this ordinance (and therefore are allowed):
 - i. Use or application of Pest Management Activities and/or Materials in connection with Commercial agriculture;
 - ii. Pet supplies, such as shampoos and tick and flea treatments, when used in the manner specified by the manufacturer;
 - iii. Disinfectants, germicides, bactericides, miticides and virucides, when used in the manner specified by the manufacturer;
 - iv. Insect repellents when used in the manner specified by the manufacturer;
 - v. Rat and rodent control supplies when used in the manner specified by the manufacturer;
 - vi. Swimming pool supplies when used in the manner specified by the manufacturer; and/or
 - vii. General use paints, stains, and wood preservatives, and sealants when used in the manner recommended by the manufacturer.

4. Exempt Applications. The following applications are exempt from the provisions of this ordinance (and therefore are allowed):
 - i. Specific health and safety applications. Prohibited pesticides may be used to control plants that are poisonous to the touch, such as poison ivy, pests of significant health importance such as ticks and mosquitoes, and animals or insects that may cause damage to a structure, such as carpenter ants or termites;
 - ii. Golf course applications. Prohibited pesticides may be used on golf courses provided that the course is designated through Audubon International as a Certified Audubon Cooperative Sanctuary;
 - iii. Hadlock Field applications;
 - iv. Treatments for Heritage Elms;
 - v. Applications on fields at High Use Athletic facilities (until January, 2023, unless this date is extended by the City Council);

- vi. Prohibited pesticides may be used to control the Emerald Ash Borer, Asian Longhorned Beetle, Hemlock Woolly Adelgid, Browntail Moth and other insects identified as invasive by the Maine Forest Service;
- vii. Right-of-way applications. Prohibited pesticides may be used by a public utility that maintains a right-of-way through the City; and/or
- viii. Invasive plant applications on city property. Applications to control plants categorized as *currently considered invasive in Maine* by the Maine Department of Agriculture, Conservation, and Forestry.
- ix. Grub control application: Chlorantraniliprole may be used to control grubs if applied by a Professional Applicator as directed by the manufacturer. All such applications shall be reported to the Sustainability Director.

- 5. Disclosures. For any exempt applications by the City, disclosure shall be made in the annual report described in Section 34-9 of this ordinance.
- 6. Exempt Uses. The following uses are exempt from the provisions of this ordinance (and therefore are allowed):
 - i. Any use of pesticides mandated by state or federal law or required by an order or decision from a court or state or federal board or agency.

(b) Subject to the applicability dates set forth in Sec. 34-14 herein, the following provisions shall apply to all fertilizer applications in the City.

- 1. Prohibited Fertilizer Applications. The following prohibitions apply for all fertilizer applications on all turf types:
 - i. Applications within 75 feet of a water body or wetland or other environmentally sensitive area are prohibited.
 - ii. Applications on frozen ground or saturated surfaces are prohibited.
 - iii. Applications when a heavy rain event is occurring is prohibited.

- iv. Applications during summer dormancy or when the ground is partially or wholly frozen are prohibited.
- v. Applications on impervious surfaces are prohibited; if spills occur on impervious surfaces, they must be swept up immediately.
- vi. Applications with phosphorus are prohibited except where a soil test conducted within the last three years indicates a need for phosphorus, or phosphorous is being used for new development/re-establishment, as specified in subsection (B) below.
- vii. Applications of synthetic fertilizer are prohibited except where a waiver has been granted pursuant to Sec. 34-7 below.
- viii. Application of compost or fertilizers derived from wastewater treatment sludge or from organic residuals remaining after industrial processes (such as paper making) is prohibited within the boundaries of the City of Portland.
- ix. Applications of organic fertilizer not in compliance with subsection (2) below are prohibited.

2. Permitted Fertilizer Applications. The following applications of organic fertilizer are allowed within the limits for the specific application as set forth below:

- i. Except as specified in subsections (ii), (iii), and (iv) below, applications of organic fertilizer, including residential lawns, are allowed only when a soil test conducted within the last three years indicates a need for nitrogen. Applications of organic fertilizer may not contain nutrients in excess of the amount recommended by the completed soil test. Only phosphorus-free, organic fertilizer is allowed for these applications, unless the soil test indicates a need for phosphorus.
- ii. Applications of organic fertilizer on performance turf are allowed as necessary provided that total nitrogen does not exceed 4 lbs per 1,000 square feet per year.
- iii. Applications of organic starter fertilizer for new development may contain phosphorus without a

soil test. The fertilizer must be incorporated into top soil 2-3 inches deep. Two fertilizer applications are permitted for one calendar year from the date of first application only. For each application, total nitrogen and phosphorus may not exceed 1 lb. per 1,000 square feet.

- iv. Applications of organic fertilizer for re-establishment of turf may contain phosphorus without a soil test. Unless the application is through hydro-seeding or overseeding, the organic fertilizer must be incorporated into the soil 2-3 inches deep. Fertilizer applications may not exceed 1 lb. of nitrogen and phosphorus per 1,000 square feet per application. Total nitrogen and phosphorus may not exceed 2 lbs. per 1,000 square feet per calendar year from the date of last application.
- v. Application of organic fertilizer to gardens, including vegetable, flower, and ornamental, may be applied without a soil test, although a soil test is highly recommended. Fertilizer must be incorporated into the soil with a rake or other tool so it is not left exposed on the topsoil.

3. Exempt Fertilizer Applications. Notwithstanding any other provision in this Chapter, the following applications of fertilizer are exempt from the provisions of this ordinance (and therefore allowed without restriction):

- i. Golf course applications. Fertilizers may be used on golf courses provided that the course is designated through Audubon International as a Certified Audubon Cooperative Sanctuary;
- ii. Hadlock Field applications.
- iii. Liquid deep root feeding of trees.
- iv. Fertilization of woody plants and shrubs so long as fertilizer is injected to the root or applied within the drip edge of the plant and incorporated into the soil with a rake or other tool.

(Ord. No. 110-17/18, 1-3-2018; Ord. No. 79-20/21, 9-21-2020; Ord. No. 60-22/23, 9-19-2022; Ord. No. 245-23/24, 6-17-2024)

Sec. 34-6. Landcare Management Advisory Committee.

(a) The Landcare Management Advisory Committee ("LMAC") is hereby established. The LMAC shall consist of seven (7) members as follows:

1. The City's Sustainability Director or a City employee appointed by the City Manager;
2. One (1) practicing agronomist appointed by the City Council;
3. Two (2) Maine Board of Pesticides Control-licensed landscape professionals, at least one (1) of whom has experience in organic land care management and is accredited by the Northeast Organic Farming Association in Organic Land Care, each appointed by the City Council; and
4. Three resident or taxpayer representatives appointed by the City Council at least one of whom has experience in organic land care management.

(b) The terms of office of the six (6) LMAC members appointed by the City Council shall be three-year terms, except that the initial appointments after the establishment of the LMAC shall be such that the terms of office of no more than two (2) members shall expire in any single year. The term of office for the City employee LMAC member shall be for as long as the employee holds said employment position.

(c) The LMAC shall advise the City Council and the City's Sustainability ~~Coordinator~~Director with respect to the following:

1. Advising the Sustainability and Transportation Committee and the City's Sustainability ~~Coordinator~~Director of any problems encountered or amendments that may be required to achieve the full and successful implementation of this ordinance;
2. Reviewing and acting upon waiver applications when applicable;
3. Developing and implementing outreach and education as specified in Sec. 34-11 of this ordinance (in coordination with the Sustainability ~~Coordinator~~Director);
4. Seeking the participation, advice and counsel of experts in the fields of organic turf and landscape

management, maintenance of trees and shrubs, and organic pest protocol;

5. Encouraging broad community participation, from parents, schools, advocates, and local arboriculture and landscaping businesses, in the activities of the LMAC;
 6. Reviewing annual data and issuing a summary report annually by March 31 to the Sustainability and Transportation Committee, or whatever committee is assigned an oversight role by the City Council, which includes, among other things, a summary of its educational outreach; recommendations on any necessary amendments to this chapter; the number of waivers granted in the past year; and comprehensive data taken from the written documents provided by Applicators and/or Licensed Applicators about the use of pesticides and fertilizers within the City of Portland including, but not limited to:
 - i. The amount of pesticides and fertilizers used on privately or publicly owned land in the City of Portland;
 - ii. The reasoning for such use of pesticides and fertilizers; and
 - iii. The specific pesticides and fertilizers that were used.
 7. Any additional responsibilities as may be assigned and deemed necessary by the City Council.
- (d) ~~P~~LMAC Officers, meetings and records.
1. The members shall annually elect a chair and a secretary from their membership;
 2. All meetings of the LMAC shall be noticed and open to the public in accordance with the City's notice policies and Maine's Freedom of Access Act;
 3. A quorum shall consist of four members;
 4. The LMAC shall meet at least five (5) times annually;
 5. Minutes shall be kept of all meetings and posted on the City web page; and

6. An annual report of the LMAC's activities shall be submitted to the Sustainability and Transportation Committee by March 31 of each year.

(e) LMAC may adopt procedural rules for the conduct of its business not inconsistent with this article. Such rules shall be filed with the City Clerk. All such rules shall be subject to veto, in whole or in part, by the Council within 45 days of such filing. The initial rules shall take effect when filed, subject to veto as provided above. Amendments to the rules shall take effect upon expiration of said veto period. Any rule may be waived by the chair upon good cause being shown.

(f) Waiver Subcommittee:

1. A subcommittee of the LMAC shall be established annually and consist of the designated City staff member and one (1) other member of the LMAC designated by the Chair;
2. This subcommittee shall be authorized to review and decide waiver applications as described in section 34-7; and
3. The LMAC shall schedule meetings of the Waiver Subcommittee frequently enough to be responsive to waiver requests. All meeting dates shall be posted in advance on the City calendar.

(Ord. No. 110-17/18, 1-3-2018; Ord. No. 60-22/23, 9-19-2022)

Sec. 34-7. Waivers.

(a) In situations that are an emergency, threaten the public health, safety or welfare, or for the control of invasive species that pose a threat to the environment, persons shall apply to the LMAC Waiver Committee for a waiver from the provisions of this ordinance prior to the use/application of a prohibited fertilizer or pesticide or prior to the conduct of a prohibited application.

(b) In addition, Persons may apply to the Waiver Committee for a waiver in order to use a synthetic fertilizer on performance turf or for new development, prior to the actual use of the synthetic fertilizer, if one or more the following conditions exists:

1. The soil temperature is less than 55 degrees Fahrenheit and reasonable grounds exist to justify fertilizer use at that location and at that time;

2. The turf is experiencing high stress due to high use and must be ready for high performance play when the sports season(s) begin; or
3. A suitable organic product that meets the nutrient needs of the soil as specified in a soil test is unavailable.

(c) The waiver application shall be filed with the LMAC Waiver Committee, on a form prescribed by the Committee and shall include the following information: the reason for requesting the use/application of a prohibited pesticide; the proposed location(s) of the proposed application(s); details on the timing(s) of use, substance(s) and amounts to be applied; date(s) of application; and a management plan that includes the narrowest effective application, avoiding~~excludes~~ broadcast and preemptive applications when feasible; and a pest identification and threshold report. In order to approve a waiver application, the LMAC Waiver Committee must find that all of the following criteria are met:

1. A situation exists that: is an emergency; threatens the public health, safety and/or welfare; involves an invasive species; ~~that poses a threat to the environment;~~ or requires a non-permitted pest management activity and/or material to protect buildings or structures from damage;
2. The applicant has carefully evaluated all alternative methods and materials including, but not limited to, non-pesticide management tactics, minimum risk pesticides, non-synthetic pesticides, and is choosing to use the minimum amount of the least toxic, most effective pesticide necessary;
3. The applicant will, to the greatest extent practical, minimize the impact of the application on abutting properties; and
4. To the maximum extent possible the grant of the waiver will not be detrimental to the public's health, safety or welfare.

(d) The Waiver Committee shall conduct a hearing on all complete waiver applications received within ten (10) business days of receipt of the complete application and shall seek to

issue a written decision on the application within three (3) business days of reviewing an application.

(e) In approving any waiver application, the Waiver Committee may also prescribe conditions and safeguards as are appropriate to further the purposes of this ordinance. The waiver decision of the Waiver Committee shall be in writing, with copies provided to the applicant, the LMAC, and the Sustainability ~~Coordinator~~Director, and the City Clerk.

An Aggrieved Party may appeal a written decision of the LMAC Waiver Committee to the City Manager or designee within five (5) business days of the issuance of the committee's decision. The appeal shall be in writing and shall state the basis for the appeal. The City Manager or designee (who shall not be a member of the LMAC) shall act upon the appeal within five (5) business days of receipt of the appeal. The decision of the City Manager or designee shall be in writing, with copies provided to the aggrieved party, the LMAC Waiver Committee, and the Sustainability ~~Coordinator~~Director. The decision of the City Manager or designee shall be final. (Ord. No. 110-17/18, 1-3-2018; Ord. No. 60-22/23, 9-19-2022)

Sec. 34-8. Reporting by State of Maine Licensed Applicators.

In addition to complying with the Maine Board of Pesticides Control rules regarding record keeping and reporting requirements as outlined in 01-026 C.M.R. Ch. 50, as amended from time to time, all State of Maine licensed applicators are required to submit to the LMAC an annual summary report on or before February 1st of each calendar year relating to the preceding calendar year. This report shall contain the following information for applications performed in the City in the prior calendar year: target site, pesticide brand name, EPA registration number, total undiluted formulation (in pounds or gallons), and total area treated as listed and as amended on the Commercial Applicator Annual Summary Report required by the Maine Board of Pesticides Control.

(Ord. No. 110-17/18, 1-3-2018; Ord. No. 60-22/23, 9-19-2022)

Sec. 34-9. Management plan and annual reporting for publicly owned parks and open spaces.

The City shall maintain a management plan for public open spaces that shall be posted on the City website. The City Manager or designee shall provide an annual report to the LMAC describing efforts to reduce the use of synthetic pesticides, a description

of synthetic pesticides used during the previous year, the reason for their use, and the cost of such pesticide usage. (Ord. No. 110-17/18, 1-3-2018; Ord. No. 60-22/23, 9-19-2022)

34-10. Public Notification.

Any person shall comply with the following posting requirements.

- (a) For all prohibited pesticide uses or applications:
 1. A warning sign shall be posted on the privately or publicly owned land. These signs must be posted before application activities commence on the land and be left in place for at least forty-eight (48) hours after actual application or until expiration of the restricted entry interval indicated by the pesticide label, whichever is longer;
 2. All signs shall be at least five (5) inches high and four (4) inches wide in size. Signs shall be attached to the upper portion of a dowel or other supporting device so that the bottom of the sign is not less than 12" and the top of the sign is not more than 48" above the ground. The signs shall be of rigid, weather resistant material substantial enough to be easily read for the duration of the placement;
 3. All signs must be light colored (white, beige, yellow or pink) with dark, bold letters (black, blue or green). They shall have lettering that is conspicuous and clearly legible;
 4. The sign must include the following:
 - i. The word "CAUTION" in 72-point type;
 - ii. The words "PESTICIDE APPLICATION" in 30-point type or larger;
 - iii. The Maine Board of Pesticides Control designated symbol;
 - iv. Any reentry precautions from the pesticide labeling;
 - v. The name and telephone number of the entity making the pesticide application;
 - vi. The date and time of the application;
 - vii. A date and/or time to remove the sign;
 - viii. the chemical and trade name of the pesticide; and
 - ix. the length of time to remain off the treated area as indicated by the pesticide label; and

5. For licensed applicators, the requirements above are in addition to any requirements that may also apply to State of Maine licensed applicators subject to the Maine Board of Pesticides Control rules, as may be amended from time to time, regarding public notification.

(b) All retailers selling pesticides or fertilizers subject to the provisions of this chapter shall post a sign at the point of sale that contains the following verbiage:

1. Application of synthetic pesticides and fertilizers within the City of Portland must comply with Chapter 34 of the City Code.

(Ord. No. 110-17/18, 1-3-2018; Ord. No. 60-22/23, 9-19-2022)

Sec. 34-11. Outreach and Education.

(a) The Sustainability ~~Coordinator~~Director or designee shall publish notice of this ordinance in a newspaper of general circulation in the City upon adoption and shall attempt to provide information about it to identified retailers and lawn, garden, and tree-care providers serving the City of Portland, as well as to churches, schools, and other institutions in Portland.

(b) The LMAC shall prepare and publish materials designed to educate the community about the role of pesticides and fertilizers in the local environment and the benefits of organic fertilizers and pest management. This outreach may include: a community-based social marketing campaign targeting City households and businesses; promotion of professional education and training for State of Maine licensed applicators; distribution of information and news about City practices through Portland internet and web-based resources; public service announcements; news releases and news events; tax bill inserts; posters and brochures made available at City events and applicable locations that serve the public; workshops, trainings, and demonstration projects; targeted outreach to schools; and/or any additional methods deemed appropriate by the LMAC.

(c) The LMAC shall also develop a program to work directly with retailers that sell pesticides and fertilizers in the City of Portland to:

1. Provide educational training for all retail store employees who recommend and sell pesticides or fertilizers for use in the home and garden, highlighting the following:
 - i. federal, state, and local pesticide and fertilizer regulations;
 - ii. principles of organic landcare, including pest management and use of fertilizers;
 - iii. pesticide and fertilizer toxicity and health and environmental concerns;
 - iv. proper pesticide display and storage; and
 - v. the role of personal protective equipment, pesticide poisoning symptoms, and emergency procedures in case of spills; and
2. Implement a toolkit consisting of educational materials and signage (i.e., posters, signs, stickers) that can be customized, printed, and placed in stores to help consumers understand this ordinance and alternatives to prohibited pesticides and fertilizers.

(Ord. No. 110-17/18, 1-3-2018; Ord. No. 60-22/23, 9-19-2022)

Sec. 34-12. Violations.

Any person violating any of the provisions of this ordinance or failing, neglecting or refusing to obey any order or notice of the City Manager or designee issued hereunder shall be subject to enforcement action as provided in §34-13.

(Ord. No. 110-17/18, 1-3-2018; Ord. No. 60-22/23, 9-19-2022)

Sec. 34-13. Enforcement and Remedies.

(a) This ordinance may be enforced by the City Manager or designee;

(b) The City Manager or designee shall have the authority to enact rules and regulations in order to implement the provisions of this ordinance;

(c) The ~~Permitting Department~~ City Manager or designee is authorized to institute, or cause to be instituted by the corporation counsel, in the name of the city, any and all actions, legal or equitable, that may be appropriate or

necessary for the enforcement of the provisions of this article;
and

(d) Any violation of this chapter shall constitute a civil violation subject to the penalties contained in Portland City Code, Chapter 1, § 1-15.

(Ord. No. 110-17/18, 1-3-2018; Ord. No. 60-22/23, 9-19-2022)

Sec. 34-14. Severability.

If any section, paragraph, sentence, word or phrase of this ordinance is for any reason held to be invalid or unenforceable by any court, such decision shall not affect the validity of the remaining provisions of this ordinance.

(Ord. No. 110-17/18, 1-3-2018;)

Sec. 34-15. Conflicts with Other Ordinances.

Whenever a provision of this ordinance conflicts with or is inconsistent with another provision of this ordinance or of any other ordinance, regulation or statute, the more restrictive chapter, article or ordinance of the Portland City Code shall control.

(Ord. No. 110-17/18, 1-3-2018)

Sec. 34-16. Effective date; Applicability dates.

In order to allow time for residents and businesses to become familiar with the requirements of this ordinance, the prohibitions on the use of certain products and/or applications (and the related public notification, signage and reporting requirements) shall be effective as follows:

(a) Phase One: Commencing no later than July 1, 2018, the provisions set forth in Sec. 34-5 on outdoor pest management activities shall apply to City-owned property (but not to high use athletic fields or golf courses);

(b) Phase Two: Commencing no later than January 1, 2019, the provisions set forth in Sec. 34-5 on outdoor pest management activities shall apply to private property (but not high use athletic fields or golf courses); and

(c) Phase Three: Commencing no later than January 1, 2023, the provisions set forth in Sec. 34-5 on outdoor pest management activities with respect to high use athletic fields shall apply to public or private property, except that the City

Manager or his or her designee may request that the City Council extend this applicability date if he or she determines more time is necessary to transition to organic management practices for these properties and facilities.

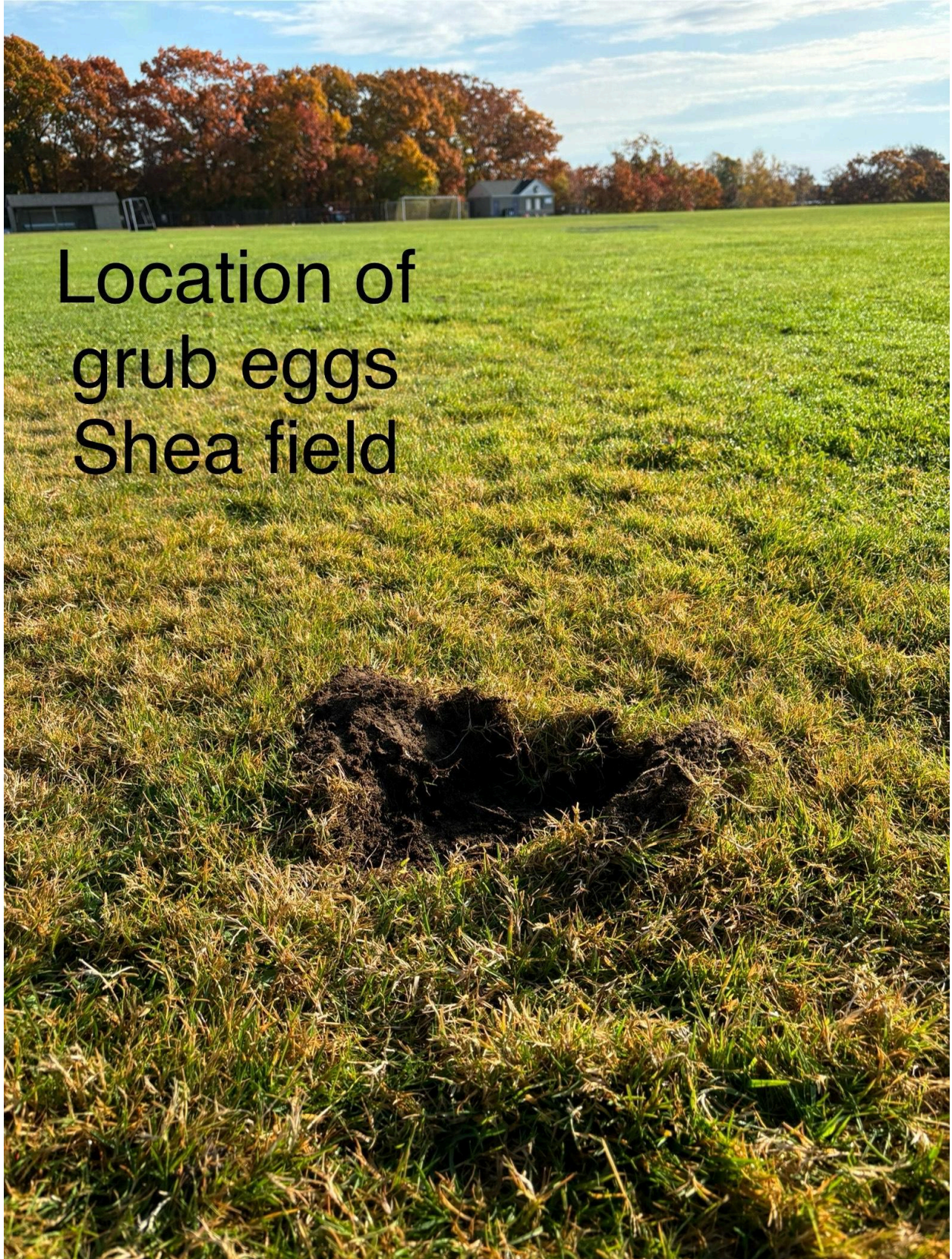
(Ord. No. 110-17/18, 1-3-2018; Ord. No. 79-20/21, 9-21-2020)



Grub present on baseball field



Grub egg



Location of
grub eggs
Shea field









(413) 863-4444 www.AtlanticGolfandTurf.com



LANDCARE ORDINANCE WAIVER APPLICATION
Landcare Management Advisory Committee (LMAC)

APPLICANT INFORMATION

Applicant Name: Cheverus High School

Address: 267 Ocean Ave, Portland Maine 04103 Email

Address: komich@cheverus.org Telephone Number:

 (207) 774-6238 Submission Date:

I am a: Resident Landlord Business Municipality Landscape company

Are you a licensed commercial applicator? Yes No

REASON FOR REQUESTING THE USE OF A PROHIBITED FERTILIZER OR PESTICIDE: Is an emergency and threatens the public health and safety

For the control of invasive plants that pose a threat to the environment (*For a list of Maine Invasive Plants visit: http://www.maine.gov/dacf/mnap/features/invasive_plants/invsheets.htm*) Required to protect buildings or structures from damage

Using a synthetic fertilizer on performance turf or for new development, with one or more the following conditions:

- I. The soil temperature is less than 55 degrees Fahrenheit and reasonable grounds exist to justify fertilizer use at that location and at that time;
- II. The turf is experiencing high stress due to high use and must be ready for high performance play when the sports season(s) begin; or
- III. A suitable organic product that meets the nutrient needs of the soil as specified in a soil test is unavailable.

Making the right pest identification is important and can be difficult. Resources for pest identification are available at: <http://www.maine.gov/dacf/php/gotpests/invasive-pests.htm>. NOTE: Applications for poisonous plants such as poison ivy, pests of significant health importance such as ticks and mosquitos, and destructive pests such as carpenter ants and termites are exempted under the ordinance. No waiver is necessary to address these pests.

Please provide a detailed account of the problem you would like to address with the proposed fertilizer or pesticide application. Include photos of the problem/pest and of the extent of the problem (this may be number of pests or area covered):

-Japanese Beetle Larvae in the first and second stage instar have been found by three

professional applicators throughout the playing field grass. The fields are weakly rooted as demonstrated by the video of tensile strength. Some areas have been severely damaged from crows and ground animals foraging on the beetle larvae. This has created a UNSAFE PLAYING CONDITION.

What steps did you take to evaluate alternative methods to the proposed fertilizer or pesticide application, including but not limited to, non-fertilizer/pesticide management tactics, minimum risk fertilizers or pesticides, non-synthetic fertilizers or pesticides, and selecting the minimum amount of the least toxic, most effective fertilizer or pesticide necessary.

- Shiny bird deterrents, Fake dogs. - Organic Granular deterrent for ground animals. - Radio controlled devices to deter birds.
- Bacillus Thuriensis (Organic) treatment in August 2023
- Bacillus Thuriensis (Organic) treatment prior to April 2023

PROJECT INFORMATION

What are you treating? Turf Shrubs Trees Invasive Weeds Address of proposed application:

Please attach a map of the proposed application area (*this may be a sketch, however it should be to scale and include property boundaries, structures, and water bodies*).

Is this application within 75ft. of a waterbody? Yes No

Proposed fertilizer or pesticide: *Acelepryn-G Syngenta*

Amount to be applied: *(One (1) application: 2,082 Lbs for 9.25 Acres @100 lbs per acre*

Method of application: Liquid Granular Injection/systemic Cut stem treatment

Proposed timing(s)/frequency of use: *Once*

Proposed date of application: *Mid April to Mid July, depending on soil temperatures reaching a minimum of 55 degrees*

Please provide a detailed management plan for your proposed application, including how you will minimize the impact of this application on abutting properties and, to the maximum extent possible, ensure that the grant of the waiver will not be detrimental to the public's health, safety or welfare.

Broadcast applications: the spreading of pesticides over an entire area

- Preemptive applications: the application of pesticides as a measure against something possible, anticipated or feared, i.e., as a preventive or deterrent measure

-We would strictly follow Maine's BPC rules and regulations during applications.

- All fields would be closed for a minimum of 24hrs post application.

Broadcast Part: all the playing surface has been identified with grubs. A calibrated broadcast application will be used. **Preemptive Part...** Part of Integrated Pest Management, IPM is understanding the life cycle of the pest and developing a strategy to manage it. In this case since the organic controls have proved not effective the strategy is to use the safest synthetic insecticide, trade name Acelepryn. This product will not affect the grubs currently feeding on the field. These insects will complete their life cycle and undoubtedly lay eggs for a new generation of Japanese Beetles this coming July and in the same fields. The strategy is to focus on the generation of 2025 and 2026. The safest synthetic product to use works as a systemic process. Timing of the application is critical. The insecticide needs to be in the grass plant before the grubs start to feed in the roots.

NOTE: the following applications are prohibited:

- Broadcast applications: the spreading of pesticides over an entire area
- Preemptive applications: the application of pesticides as a measure against something possible, anticipated or feared, i.e., as a preventive or deterrent measure

-We would strictly follow Maine's BPC rules and regulations during applications.

- All fields would be closed for a minimum of 24hrs post application.

In order for the waiver to be considered, all of the fields above must be completed. For questions, please contact Troy Moon in the Sustainability Office at 207-756-8362.

Completed forms may be emailed to landcare@portlandmaine.gov, or mailed or delivered to City Hall, 389 Congress Street, Portland, ME 04101.

February 5, 2024

Executive Summary: Grub Infestation/Response, Cheverus High School Athletics Fields

After: 1) years of strict compliance with the Landcare Management Advisory Committee applicable ordinances that require organic management practices (with respect to the application of fertilizers, pesticides, and weed control), 2) increasing our staff investment to 1.5 positions to provide proper mowing, grooming, and watering, and 3) engaging a professional firm (Sports Fields of Monmouth, ME) experienced in organic land management practices with many school clients across the State, **we reached a critical life-safety event this past fall that places our student athletes, coaches, officials, and student athletes of visiting schools at significant risk of injury due to grub infestation of the playing field within Boulos Stadium, 267 Ocean Avenue.**

The conclusion of our engaged (Sports Fields) and other consulted professionals specializing in the turf management care industry was that the grub infestation was severe, not being mitigated by the use of organic methods, and had compromised over 20%+ of the playing surface of the stadium field due to not only the infestation, but the additional, collateral damage caused by birds and animals feeding off of the grubs and causing extensive damage.

After nearly having to move a home soccer playoff game to an alternate site due to safety concerns, we filed a Landcare Ordinance Waiver Application on December 3, 2024, complete with photos of grubs, their eggs, turf damage created by the grubs and their natural predators, and live video of a failed tensile strength test conducted by Sports Fields. The test measures the ability of grass turf to not tear away under the stress of footwear applied by student athletes during competition.

The Application seeks to apply Acelepryn, a pesticide known to be successful to mitigate grubs by a licensed professional applicator (Sports Fields) during the last two weeks of May which is believed to be the best window of time to be successful against the infestation per the opinion of the professionals we have consulted. The pesticide has been deemed on its approved label as not harmful to humans. Missing the May application window will mean missing the opportunity to mitigate the grubs due to their life span patterns and contributing environmental variables and risking more extensive field damage.

After the next scheduled meeting of the Landcare Management Advisory Committee on Tuesday, February 11, 2025, to review and hopefully approve this specific matter, we hope to have the matter reviewed and approved at the City Council's Sustainability and Transportation Committee on February 12, 2025, and then approved at the City Council on March 3, 2025.

Our school has 349 students enrolled in grades 9-12, boys and girls, with 113 students who are residents of the City of Portland in addition to the city residents enrolled at both Deering and Portland High School who visit our campus to participate in the sports of football, soccer, lacrosse, and track.

Feedback from concerned Portland resident parents **prior to the February 12, 2025**, meeting will be communicated to sustainabilityoffice@portlandmaine.gov

Request for Enhanced Lawn Care Services at Boulos Stadium

Sunday, February 9, 2025

Dear Sustainability Office,

I hope this message finds you well. As parents of a student-athlete at Cheverus High School, we would like to express our concern regarding the current condition of the playing surface at Boulos Stadium, specifically the ongoing issue with grub infestation. While we understand that the school has followed the City's organic landcare management practices, these methods have unfortunately not been effective in controlling the grub problem, which continues to affect the quality and safety of the athletic field.

Given the severity of the situation, we respectfully support using Acelepryn. According to the manufacturer's labeling, this pesticide is not harmful to humans as a targeted solution to address the infestation. Allowing the use of Acelepryn would help ensure the safety and optimal condition of the field, reducing the risk to our student-athletes.

Failure to address this issue promptly may lead to further deterioration of the playing surface, potentially increasing the risk of injury to those using the facility. We appreciate your attention to this matter and would love to talk about potential next steps to ensure the well-being of our students.

Thank you for your time and consideration.

Sincerely,
Kim + Tim DeMado
25 Torrey Street
Portland, ME 04103

Boulos Stadium - Cheverus - Grub Problem

February 10, 2025

We are long-time tax paying Portland residents (24+ years) and we live in the Back Cove area, very close to Cheverus. We understand that the school has followed the City's organic landcare management practices and this has failed to control grubs which have infested the playing surface of the Boulos Stadium athletic field and support the use of the pesticide Acelepryn which is not harmful to humans per the manufacturer's labeling to mitigate the problem. Failure to do this will present increased risk to our student-athletes.

My son is a football player at Cheverus and my daughter will be attending summer camp at the school and using the field this summer. Having my children play on a grub-infested field is

unacceptable, especially since the city allows for alternative treatments at its golf course. A waiver needs to be granted now for Boulos Field.

Best,
Anne & Aron Paquette
38 Kineo St.
Portland, ME 04103

Cheverus High School

February 10, 2025

Hello,

I am a concerned Cheverus parent and a Portland resident.

We understand that our school has followed the city's organic land care management practices and this has failed to control grubs which have infested the playing surface of the Boulos stadium athletic field and we support the use of the pesticide Acelepryn which is not harmful to humans per the manufacturers labeling to mitigate the problem. Failure to do this will present increased risk to our student athletes.

Thank you.

Tom Johnson

Concerned Cheverus parent

February 10, 2025

To whom it may concern,

Our son plays football at Cheverus. Coaches and administration take great care to ensure our student is safe. But I understand that the school has followed the City's organic landcare management practices and this has failed to control grubs which have infested the playing surface of the Boulos Stadium athletic field. We support the use of the pesticide Acelepryn which is not harmful to humans per the manufacturer's labeling to mitigate the problem. Failure to do this will present increased risk to our student-athletes.

We are also residents of Portland.

Thank you for your consideration.

Sherrin and Christopher Vail
1119 Washington Avenue

Organic Pesticide Waiver

February 11, 2025

To Whom it May Concern:

I am a resident and taxpayer in the City of Portland and would like to petition for Cheverus High School to obtain a waiver for usage of pesticides to treat grub infestation. I understand that the school has followed the City's organic landcare management practices and this has failed to control grubs, which have infested the playing surfaces of the Boulos Stadium athletic field. As such, I support the use of the pesticide Acelepryn, which is not harmful to humans per the manufacturer's labeling to mitigate the problem. Failure to do this will present increased risk to the school's student-athletes.

Thank you for your consideration,

Kathryn Ray

Organic Pesticide Waiver

February 11, 2025

To Whom it May Concern:

I am a resident and taxpayer in the City of Portland and would like to petition for Cheverus High School to obtain a waiver for usage of pesticides to treat grub infestation. I understand that the school has followed the City's organic landcare management practices and this has failed to control grubs, which have infested the playing surfaces of the Boulos Stadium athletic field. As such, I support the use of the pesticide Acelepryn, which is not harmful to humans per the manufacturer's labeling to mitigate the problem. Failure to do this will present increased risk to the school's student-athletes.

Thank you for your consideration,

Cameron Ray



To: Sustainability and Transportation Committee
Councilor Regina Phillips, Chair

MEETING DATE

February 12, 2025

AGENDA ITEM

Agenda Item 3D - 2025 Committee Work Plan

PURPOSE

Review and provide direction on the draft 2025 Committee Work Plan.

COMMITTEE WORK PLAN/CITY COUNCIL GOAL ALIGNMENT

At its December 2, 2024 workshop, the City Council reached consensus on common goals for 2025. The final set of goals were communicated to the public during the December 16, 2024 City Council meeting. These goals served as a foundation for the committee's development of the 2025 work plan.

BACKGROUND/ANALYSIS

At its January 8, 2025 meeting the committee heard public comment and discussed members' recommendations for crafting the 2025 work plan. Based on that discussion and consultation with Chair Phillips, the draft work plan (Attachment A) is presented for review and direction.

FISCAL IMPACT

There is no fiscal impact associated with developing the committee's work plan. However, there may be fiscal impacts associated with specific items.

CONCLUSION(S)

This item is for discussion and direction. A formal vote on the work plan is not necessary as we expect the work plan to be a general guide and evolve over the course of the year. However, pending concurrence from the committee, the work plan will be communicated to the City Council at an upcoming meeting.

PRIOR COUNCIL/COMMITTEE REVIEW

City Council (December 16, 2024) - [Communication 6-24/25](#)
Sustainability & Transportation Committee (January 8, 2025)

PREPARED BY

Troy Moon
Sustainability Director
Executive Department

Greg Jordan
Assistant City Manager
Executive Department

ATTACHMENTS

Attachment A -Draft 2025 Work Plan



The Portland City Council established its 2025 Common Goals (included below) on December 16, 2024, formally communicating its policy priorities for the coming year and setting a foundation for the development of Council committees’ work plans.

The 2025 schedule currently includes 10 meetings for each committee, and the development of a single, original policy initiative typically takes two or three committee meetings. This includes conceptual discussion, review of a draft ordinance or other policy document, and a public hearing where the committee votes on whether or not to recommend that the City Council adopt the policy initiative. Based on those constraints, it is recommended that a committee work plan include no more than five original policy initiatives to start.

In addition to the development and consideration of original policy initiatives, committee work will also include consideration of items referred to a committee by the Council or brought by staff, as well as hosting panels or presentations as needed.

**Sustainability and Transportation Committee
 2025 Work Plan**

Policy Initiative	Related Council Goal	Priority Ranking
Consider Vision Zero Adoption and determine short-long term strategies (e.g., traffic cameras, traffic calming ordinance, etc.)	#1 - Diversity, Equity, Inclusion #3 - One Climate Future	
Guide Complete Streets Policy Update and/or Recommend Ordinance	#3 - One Climate Future	
Expand Transit Options	#1 - Diversity, Equity, Inclusion #2 - Housing Affordability #3 - One Climate Future	
Coal Dust Emissions	#3 - One Climate Future	
Resolution on Sea Level Rise Adaptation Strategy	#3 - One Climate Future	

Energy Programs	#3 - One Climate Future	
Environmental Performance of Docked Vessels	#3 - One Climate Future	

2025 City Council Common Goals

Goal 1: Diversity, Equity and Inclusion - The Council will work to expand DEI practices through equity analysis, living wage initiatives and improving involvement in decision making processes. Specific objectives include:

- Incorporate an equity analysis for Council agenda items.
- Advance internal and external DEI-related policies.
- Continue funding a dedicated DEI Department.

Goal 2: Housing Affordability - The Council will work to implement solutions to the housing crisis, including building more working class housing, improved support for the unhoused community such as an overdose prevention center as well as continued support for warming shelters. Additionally conduct independent assessment of efficiencies, outcomes and expenditures. Specific objectives include:

- Provide resources for unhoused residents (e.g., restrooms, showers, containers).
- Develop social housing funded by a revenue bond.
- Reform short-term rental policies.

Goal 3: One Climate Future - The Council will develop sustainability strategies to address sea-level rise mitigation and storm surge management for the Commercial Street Corridor. Specific objectives include:

- Expand transit options with a focus on non-car solutions.
- Conduct sea-level rise analyses on Commercial Street.
- Improve Storm management
- Increase public amenities, such as benches downtown.

Goal 4: Public Engagement - The Council will explore creating an Office of Community Engagement, create opportunities for participatory budgeting, and evaluate the structural effectiveness of Council committees. Specific objectives include:

- Establish an Office of Community Engagement.
- Implement participatory budgeting initiatives.

Sustainability and Transportation 2025 Calendar
As of February 12, 2025. Dates and topics are subject to change.

January 8: 2025

- Issue Review: 2025 Committee work plan

February 12:

- Staff Update: Sustainability initiatives & Transportation Projects
- Issue Review: 2025 Committee Work Plan
- Policy Consideration/Action: Ameresco for Battery Storage Project at the Jetport
- Issue Review: Vision Zero Part 1
- Issue Review: Landcare Management Advisory Committee (LMAC) recommended amendments to Chapter 34 (Landcare)

March 12:

- Staff Update: Sustainability initiatives & Transportation Projects
- Staff Update: Review report from LMAC
- Policy Consideration/Action: Vision Zero Adoption
- Issue Review: Complete Street Policy/Ordinance part 1

April 9:

- Staff Update: Sustainability initiatives & Transportation Projects
- Issue Review: State of Public Transportation Panel discussion (agencies, PACTS, MDOT)
- Issue Review: Vision Zero Implementation (determining specific strategies, e.g., traffic cameras, traffic calming, complete streets, etc.)
- Issue Review: Complete Streets Policy/Ordinance part 2

May 14:

- Staff Update: Sustainability initiatives & Transportation Projects
- Issue Review: Expanding transit options Part 1
- Issue Review: Coal Dust Emissions Part 1
- Policy Consideration/Action: Complete Streets Policy/Ordinance

June 11:

- Staff Update: Sustainability initiatives & Transportation Projects
- Issue Review: Policy Statement on Sea Level Rise
- Issue Review: Coal Dust Emissions Part 2
- Issue Review: Expanding Transit Options Part 2

July 9:

- Staff Update: Sustainability initiatives & Transportation Projects
- Policy Consideration/Action: Policy Statement on Sea Level Rise
- Policy Consideration/Action: Coal Dust Emissions
- Policy Consideration/Action: Expanding Transit Options

August: No meeting

September 10:

- Staff Update: Sustainability initiatives & Transportation Projects
- Issue Review: Traffic Calming Ordinance Part 1
- Issue Review: Energy Programs Part 1
- Issue Review: Environmental Impact of Docked Vessels Part 1

October 18:

- Staff Update: Sustainability initiatives & Transportation Projects
- Staff Update: Comprehensive Transportation Plan
- Staff Update: Energy Benchmarking Report
- Issue Review: Traffic Calming Ordinance Part 2
- Issue Review: Energy Programs Part 2

November 12

- Staff Update: Sustainability initiatives & Transportation Projects
- Issue Review: Environmental Impact of Docked Vessels Part 2
- Policy Consideration/Action: Traffic Calming Ordinance
- Policy Consideration/Action: Energy Programs

December: No meeting

DRAFT